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

<u>CHAMBER RULES</u>

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

PLEASE NOTE THAT ALL BCC MEETINGS ARE RECORDED AND TELEVISED

AGENDA

Board of County Commissioners
Regular Meeting – April 9, 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 Barry.
- 3. Pledge of Allegiance to the Flag.
- 4. Are there any items to be added to the agenda?

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

5. Commissioners' Forum.

6. Proclamations.

Recommendation: That the Board adopt the following Proclamations:

- A. The Proclamation commending and congratulating David Lewis, HVAC Shop Supervisor in the Maintenance Division of the Facilities Management Department, on his selection as the Employee of the Month for April 2015;
- B. The Proclamation proclaiming April 12-17, 2015, as "Youth Success Week";
- C. The Proclamation commending and congratulating Mollie Taylor on being selected as a mentor for an Asian Group initiative and a trip to Cambodia; and
- D. The Proclamation congratulating Mike Ensley, Ben Galecki, and all others involved with making the Pensacon event a great success.
- 7. Retirement Proclamation.

<u>Recommendation:</u> That the Board ratify the Proclamation, dated March 4, 2015, commending and congratulating Sidney S. Sharp, Facilities Management Department, on her retirement after 16 years of dedicated service.

8. Written Communication.

February 18, 2015, e-mail communication from Lewis Ivers requesting that the Board provide relief of Code Enforcement Lien attached to property located at 5700 Flaxman Street.

<u>Recommendation:</u> That the Board review and consider lien relief request made by Lewis Ivers against property located at 5700 Flaxman Street.

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.

Lewis Ivers has no other recourse but to appeal before the Board under Written Communication.

9. 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?

<u>Recommendation:</u> 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.

10. 5:31 p.m. Hearing to consider Grant Wood's appeal of the Escambia County Contractor Competency Board's decision.

Recommendation: That the Board uphold the Contractor Competency Board's decision of February 4, 2015, whereby it voted to maintain its decision of April 2, 2014, lifting the stay in the proceeding Escambia County Contractor Competency Board vs Grant Wood d/b/a Grantwood Contracting Company, Inc., Complaint No.: COM120800011, and proceed to a Show Cause Hearing.

11. 5:32 p.m. TEFRA Public Hearing for consideration of authorizing the issuance by the Wisconsin Public Finance Authority of not-to-exceed \$50,000,000 in revenue bonds, on behalf of the American Agape Foundation, Inc., or one of its affiliates, for the purpose of financing or refinancing the costs to acquire, renovate, furnish, and equip certain residential rental housing communities, including, but not limited to, Oakwood Terrace, located at 700 West Truman Avenue, Pensacola, Florida 32505.

Recommendation: That the Board take the following action concerning the issuance, by the Wisconsin Public Finance Authority (the "Issuer"), of not-to-exceed \$50,000,000 in revenue bonds (the "Bonds"), on behalf of American Agape Foundation, Inc., or one of its affiliates (the "Company"), for the purpose of financing or refinancing the costs to acquire, renovate, furnish, and equip certain residential rental housing communities, including, but not limited to, Oakwood Terrace, located at 700 West Truman Avenue, Pensacola, Florida 32505:

A. Ratify the scheduling and publication of the Notice of the Tax Equity and Fiscal Responsibility Act (TEFRA) Public Hearing for consideration of authorizing the issuance of the Bonds and advertising of the notice of Public Hearing;

- B. Conduct the TEFRA Public Hearing; and
- C. Following the public hearing, adopt, and authorize the Chairman to execute, the Resolution authorizing the issuance and sale of the Bonds upon the terms established therein; the Bonds will not be issued by the County nor obligate the credit of the County or pose any obligation or liability for the County.

12. Reports:

CLERK & COMPTROLLER'S REPORT

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

- I. Consent Agenda
- 1. Recommendation Concerning Acceptance of 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. Escambia County, Florida, Community Redevelopment Agency Financial Statements and Required Supplementary Information, September 30, 2014, with Independent Auditor's Report, as received in the Clerk to the Board's Office on March 24, 2015;
- B. Financial Statements and Required Supplementary Information, Escambia County, Florida, Detention/Jail Commissary Fund, September 30, 2014, with Independent Auditors' Report, as received in the Clerk to the Board's Office on March 24, 2015;
- C. Escambia County Health Facilities Authority, Pensacola, Florida, Financial Statements, September 30, 2014 and 2013, as received in the Clerk to the Board's Office on March 25, 2015; and
- D. Visit Pensacola, Inc., Financial Statements, September 30, 2014, as received in the Clerk to the Board's Office on March 30, 2015.

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

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

- A. Accept, for filing with the Board's Minutes, the Report of the Agenda Work Session held March 19, 2015;
- B. Approve the Minutes of the Regular Board Meeting held March 19, 2015; and
- C. Accept, for filing with the Board's Minutes, the Report of the Committee of the Whole Workshop held March 12, 2015.

(BACKUP TO BE DISTRIBUTED UNDER SEPARATE COVER)

GROWTH MANAGEMENT REPORT

- I. Public Hearings
- 1. Recommendation Concerning the Review of the Rezoning Case Heard by the Planning Board on March 3, 2015

That the Board take the following action concerning the rezoning case heard by the Planning Board on March 3, 2015:

- A. Review and either adopt, modify, or overturn the Planning Board's recommendation for Rezoning Case Z-2015-03 and Z-2015-04 or remand the case back to the Planning Board; and
- B. Authorize the Chairman to sign the Orders of the Escambia County Board of County Commissioners for the rezoning case that were reviewed.

1. 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

Request By: Wiley C. "Buddy" Page, Agent for Charles S.

Liberis, Owner

Planning Board Applicant requested to withdraw case at PB

Recommendation: **meeting.**Speakers: Buddy Page

2. Case No.: Z-2015-04

Address: 4631 Hwy 164

Property Reference No.: 33-5N-32-2102-000-000

Property Size: 1.5 (+/-) acres

From: VAG-1, Villages Agriculture District, (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

Planning Board Approval

Recommendation:

Speakers: Cary Godwin, Sam Walker

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

That the Board adopt an Ordinance to amend the Official Zoning Map to include the rezoning case heard by the Planning Board on March 3, 2015, and approved during the previous agenda item and to provide for severability, inclusion in the code, and an effective date.

3. <u>5:46 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending Articles 4 and 6 of the Land Development Code</u>

That the Board of County Commissioners (BCC) review and adopt an Ordinance to the Land Development Code (LDC) Article 4, Subdivisions and Site Plans, amending Section 4.02.00 Subdivision Regulations; and Article 6, Section 6.04.00 Zoning Districts, creating a new Section 6.04.20 relating to the cessation of recreational amenities in residential subdivisions.

This hearing serves as the second of two required public hearings before the Board of County Commissioners (BCC) as set forth in Section 2.08.04 (b) and F.S. 125.66(4)(b).

At the March 3, 2015, Planning Board Meeting, the Board recommended to remove Section 6.04.21 from the ordinance and forward to the BCC for review.

II. Action Items

1. Recommendation Concerning the Adoption of the Escambia County School District Interlocal Agreement (ILA)

That the Board review and adopt the Escambia County School District Interlocal Agreement (ILA).

2. Recommendation Concerning an At-Large Re-Appointment to the Planning Board

That the Board approve re-appointing Rodger Lowery to the Escambia County Planning Board at-large position, effective April 16, 2015, through April 15, 2017.

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

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

A. Reappoint Timothy R. Bryan effective April 16, 2015, through April 15, 2017;

OR

B. Appoint Jesse Casey effective April 16, 2015, through April 15, 2017;

OR

C. Appoint William L. Lawrence effective April 16, 2015, through April 15, 2017.

III. Consent Agenda

1. Recommendation Concerning the Scheduling of Public Hearings

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

A. April 16, 2015

5:01 p.m. - A Public Hearing - LDC Revision - Second of Two Public Hearings

B. May 7, 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 April 7, 2015:

a. Case No.: Z-2015-06

Address: 2900 Old Chemstrand Road

Property 14-1N-30-1000-004-001, 1000-005-001, 1000-001-001,

Reference No.: 4001-000-000

Property Size: 55.10 (+/-) acres

From: V-2, Villages Single-Family Residential District, Gross

Density (two units per acre) and VR-2, Villages Rural Residential Districts, Gross Density: One unit per 0.75

acre

To: V-5, Villages Clustered Residential District, Gross Density

(four units per acre, if sewered and clustered) Gross

Density (one unit per acre, if unsewered)

FLU Category: MU-S, Mixed-Use Suburban

Commissioner

District

5

Requested by: Wiley C. "Buddy" Page, Agent for Warren and Kathleen

Brown. Owners

b. Case No.: Z-2015-07

Address: 201 Lenox Parkway

Property 46-1S-30-2001-009-029

Reference No.:

Property Size: 0.33 (+/-) acres

From: R-6, Neighborhood Commercial and Residential District,

(cumulative) High Density (25 du/acre)

To: C-2NA, General Commercial and Light Manufacturing

District, (cumulative) Bars, Nightclubs, and Adult Entertainment are Prohibited Uses (25 du/acre)

FLU Category: MU-U, Mixed-Use Urban

Commissioner 3

District

Requested by: Wiley C. "Buddy" Page, Agent for Francis and Victoria

Mariano, Owners

c. Case No.: Z-2015-08

Address: 1100 Block Clymil Drive Property 01-1N-31-2301-000-004

Reference No.:

Property Size: 3.1 (+/-) acres

From: VR-1, Villages Rural Residential District (one unit per four

acres)

To: VR-2, Villages Rural Residential (one unit per 0.75 acre)

FLU Category: MU-S, Mixed-Use Suburban

Commissioner 5

District:

Requested By: Anthony Picheo, Agent for John Martin, Owner

2. 5:46 p.m. - A Public Hearing - SSA-2015-01 - 400 Neal Road - MU-S to C

3. 5:47 p.m. - A Public Hearing - LSA-2015-01 - 9600 Block Tower Ridge Road - RC to MU-S

COUNTY ADMINISTRATOR'S REPORT

- I. Technical/Public Service Consent Agenda
- Recommendation Concerning a Request for Disposition of Property for the Office of the Escambia County Property Appraiser - Chris Jones, Property Appraiser

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

2. Recommendation Concerning the Request for Disposition of Property for the Public Safety Department - Michael D. Weaver, Public Safety Department Director

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

3. Recommendation Concerning the Scheduling of a Public Hearing Regarding
the Fiscal Year 2014/2015 Federal Transit Administration 5307 Grant
Application by Escambia County Area Transit for Mass Transit Project Funding
- Joy D. Blackmon, P.E., Public Works Department Director

That the Board authorize the scheduling of a Public Hearing for April 23, 2015, at 5:32 p.m., for the purpose of receiving public comments concerning the Fiscal Year 2014/2015 Federal Transit Administration 5307 Grant Application by Escambia County Area Transit (ECAT) for Planning and Capital Assistance for Mass Transit Projects.

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

4. Recommendation Concerning the Interlocal Agreement with the Santa Rosa Island Authority, Relating to the Acquisition of Three Single-Decker, Open-Air Trolleys for use on Pensacola Beach - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action regarding the Interlocal Agreement (ILA) with Santa Rosa Island Authority (SRIA), related to the acquisition of three single-decker, open-air trolleys for use on Pensacola Beach:

- A. Approve the Interlocal Agreement with SRIA, related to the acquisition of three single-decker, open-air trolleys for use on Pensacola Beach; and
- B. Authorize the Chairman to sign the Interlocal Agreement, subject to Legal review and sign-off.

BACKUP WILL BE DISTRIBUTED UNDER SEPARATE COVER

5. Recommendation Concerning the Emerald Coast Utilities Authority's Resolution No. 15-01 - Jack R. Brown, County Administrator

That the Board adopt and authorize the Chairman to sign the Resolution providing for approval of Resolution No. 15-01 adopted by the Emerald Coast Utilities Authority (ECUA) on March 18, 2015, with appropriate findings and as modified, which provides for operating and maintaining a resource recovery system of disposing and processing yard trash at ECUA's Central Water Reclamation Facility located in Cantonment, Florida, to be used for creating composting products in conjunction with the disposal of sludge from wastewater treatment operations, with approval limited to the wastewater composting operations conducted by ECUA at its Central Water Reclamation Facility in Cantonment, Florida.

6. Recommendation Concerning the Molino Mid-County Historical Society
Museum - Commissioner Steven Barry, District 5

That the Board adopt and authorize the Chairman to sign the Resolution naming the Molino Mid-County Historical Society as the "Lillian F. King Museum," as an enduring tribute to her service to the community.

7. Recommendation Concerning an Appointment by the Pensacola City Council to the West Florida Public Library Board of Governance - Jack R. Brown,

County Administrator

That the Board acknowledge, for the Official Record, the Pensacola City Council's appointment of David J. Bryant to the West Florida Public Library Board of Governance, to serve a two-year term, effective retroactively March 1, 2015, through February 28, 2017.

II. Budget/Finance Consent Agenda

Recommendation Concerning a Change Order to Sigma Consulting Group, Inc.

 April Flood Event, Beulah Landfill - Patrick T. Johnson, Solid Waste

 Management Department Director

That the Board approve and authorize the County Administrator to execute the following Change Order #1, to Sigma Consulting Group, Inc., for Beulah Landfill Review and Recommendations; Bridge Re-design and Construction, due to the April 2014 Flood Event:

Department:	Solid Waste Management
Division:	Engineering/Environmental Quality
Type:	Addition
Amount:	\$24,330
Vendor:	Sigma Consulting Group, Inc.
Project Name:	Beulah Landfill Review and Recommendations; Bridge Re-Design and Construction, due to April 2014 Flood Event
Purchase Order Number:	141652
Change Order (CO) Number:	1
Original Award Amount:	\$37,640
Cumulative Amount of Change Orders Through This CO:	\$24,330
New Contract Total:	\$61,970

[Funding: Fund 401, Solid Waste Fund, Cost Center 330495, Object Code 54612]

2. Recommendation Concerning a Change Order to HDR Engineering, Inc. County's Joint Procurement Effort (with the Emerald Coast Utilities Authority)
of Recyclables Processing Services - Patrick T. Johnson, Solid Waste
Management Department Director

That the Board approve and authorize the County Administrator to execute the following Change Order #1, to HDR Engineering, Inc., for the County's continued efforts to evaluate and jointly procure (with the Emerald Coast Utilities Authorities) recyclables processing services:

Department:	Solid Waste Management
Division:	Engineering and Environmental Quality
Type:	Addition
Amount:	\$89,905
Vendor:	HDR Engineering, Inc.
Project Name:	Recycling Services Evaluation
PO#:	150802
CO#:	1
Cost Center for CO:	230304
Original PO Amount:	\$148,621
Cumulative Amount of Change Order:	\$89,905
New PO Total:	\$238,526

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

3. Recommendation Concerning Implementation of the Emergency Low Income

Direct Emergency Assistance Program - Marilyn D. Wesley, Community Affairs

Department Director

That the Board authorize the Community Affairs Department/Human Assistance Division to begin implementation of the Emergency Low Income Direct Emergency Assistance Program (LIDEAP), providing emergency assistance for qualified individuals and households on their utilities/fuel, rent/mortgage, food, and medication needs.

[Funding Source: Fund 102, Economic Development, Cost Center 360704]

4. Recommendation Concerning Change Orders for the West Florida Public Library System - Cynthia Wolfe, Interim Library Administrator

That the Board approve and authorize the County Administrator to execute the following Change Orders, increasing funds for the purchase of books and materials and for custodial services through the balance of the Fiscal Year 2015, in support of the day-to-day operations and goals of the 2013-2018 Strategic Plan of the West Florida Public Library System:

Department:	Library
Division	Library
Type:	Addition
Amount:	\$191,000
Vendor:	Brodart Co.
Project Name:	N/A
Contract:	715-001-07-1
PO No.:	150096
CO No.:	1
Original Award Amount:	\$171,000
Cumulative Amount of Change Orders through this CO:	\$191,000
New PO Total:	\$362,000

Department:	Library
Division:	Library
Type:	Addition
Amount:	\$54,000
Vendor:	Midwest Tapes, LLC
Project Name:	N/A
Contract:	715-001-07-1
PO No.:	150097
CO No.:	1
Original Award Amount:	\$87,500
Cumulative Amount of Change Orders through this CO:	\$54,000

New PO Total:	\$141,500
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[Funding Source: Fund 113, Library, Cost Center 110501, Object Code 56601, Books]

Department:	Library
Division:	Library
Type:	Addition
Amount:	\$37,000
Vendor:	American Facility Services, Inc.
Project Name:	N/A
Contract:	10-11.049
PO No.:	150324
CO No.:	1
Original Award Amount:	\$18,000
Cumulative Amount of Change Orders through this CO:	\$37,000
New PO Total:	\$55,000

[Funding Source: Fund 113, Library, Cost Center 110501, Object Code 53401, Other Contractual Services]

5. Recommendation Concerning Interlocal Agreement for HOME Substantial
Housing Rehab/Reconstruction Assistance Project with the Town of Century Keith T. Wilkins, Community & Environment Department Director

That the Board take the following action concerning the Interlocal Agreement for the HOME Investment Partnerships Program (HOME) Substantial Housing Rehab/Reconstruction Assistance Project with the Town of Century:

A. Approve the Interlocal Agreement for the HOME Substantial Housing Rehab/Reconstruction Assistance Project with the Town of Century to provide up to \$75,000, in U.S. Department of Housing and Urban Development (HUD) HOME funds; and

B. Authorize the Chairman or Vice Chairman to execute the Agreement.

[Funding: Fund 147, 2012 HUD HOME Consortium, Cost Center 220458 and 2013 HUD HOME Consortium, Cost Center 220458]

6. Recommendation Concerning the Escambia County Bay Area Resource
Council Dues 2014/2015 - Stephan Hall, Management and Budget Services
Interim Department Director

That the Board approve payment, in the amount of \$5,000, to the West Florida Regional Planning Council, for the Escambia County Bay Area Resource Council Dues for 2014/2015.

[Funding: Fund 001, General Fund, Cost Center, 110201]

7. Recommendation Concerning Payment of the SMG Incentive Fees for the Pensacola Bay Center - Stephan Hall, Management and Budget Services Interim Department Director

That the Board approve the issuance of a Purchase Order to pay incentive fees to SMG for Fiscal Year 2014 for performance incentives, in the amount of \$152,354, and for concessions, in the amount of \$89,698, for a collective total of \$242,052, as part of the SMG Management Services Agreement approved by the Board on February 16, 2012.

[Funding: Fund 409, Bay Center Management Fee, Cost Center 360401, Account 53401]

8. Recommendation Concerning Supplemental Budget Amendment #102 - Stephan Hall, Management and Budget Services Interim Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #102, Other Grants and Projects (110), in the amount of \$40,000, to recognize Grant proceeds from the National Fish and Wildlife Foundation (NFWF), and to appropriate these funds for the Jones Swamp Wetland Preserve Patton Restoration Project. Matching funds in the amount of \$11,000 will come from Fund 151, Community Redevelopment Agency/CRA Warrington and Fund 101, Escambia County Restricted Fund/Wetland Mitigation. The remaining match will be from in-kind services from County employees and volunteers from other agencies.

9. Recommendation Concerning Supplemental Budget Amendment #105 - Stephan Hall, Management and Budget Services Interim Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #105, HUD HOME Fund (147), in the amount of \$26,058, to recognize City of Pensacola HUD HOME Program Income earned in Fiscal Year 2014, and to appropriate these funds into the correct Cost Center for use in furthering HUD HOME eligible affordable housing activities.

10. <u>Recommendation Concerning Budget Amendment #106 - Stephan Hall,</u> Management and Budget Services Interim Department Director

That the Board approve Budget Amendment #106, Public Works Department Fund (352), in the amount of \$980,603, reallocating various Local Option Sales Tax (LOST) Transportation and Drainage Project funds to be placed in Project Management (Project #12EN1898), to account for the salaries of LOST project employees in project accounting, in the amount of \$861,921. This Budget Amendment also allocates personnel funds for the new Design Team, approved by the Board of County Commissioners (BCC) on February 19, 2015, in the amount of \$118,682, in fund accounting.

11. Recommendation Concerning Supplemental Budget Amendment #110
- Stephan Hall, Management and Budget Services Interim Department
Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #110, FTA-Capital Project Fund (320), in the amount of \$222,387, to recognize proceeds from the Federal Transit Administration (FTA) for a Veterans' Transportation and Community Living Initiative Grant (VTCLI), and to appropriate these funds to acquire Interactive Voice Response Module and hardware, in the amount of \$130,387, Automated Scheduling Software, in the amount of \$53,500, and Mobile Data Terminals and hardware, in the amount of \$38,500.

12. <u>Recommendation Concerning Supplemental Budget Amendment #112 - Stephan Hall, Management and Budget Services Department Interim Director</u>

That the Board adopt the Resolution approving Supplemental Budget Amendment #112, Bob Sikes Toll Fund (167), and Debt Service Fund (203), in the amount of \$12,207, to transfer additional funds to make the debt service interest payment for the widening of Via de Luna Drive (Beach Road Bonds), due to a change in the debt service schedule. The Board forgave the Santa Rosa Island Authority's (SRIA) obligation for repayment of the Beach Road Bonds in Fiscal Year 2013/2014.

13. <u>Recommendation Concerning Supplemental Budget Amendment #098 - Stephan Hall, Management and Budget Services Interim Department Director</u>

That the Board adopt the Resolution approving Supplemental Budget Amendment #098, Internal Service Fund (501), in the amount of \$7,728,166, to recognize insurance proceeds received from the 2014 Flood/Disaster and Freeze events, and to appropriate these funds to be used for repair and maintenance and other insurable activities for the Board of County Commissioner (BCC) operations.

14. Recommendation Concerning Supplemental Budget Amendment #099 - Stephan Hall, Management and Budget Services Department Interim Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #099, Local Option Sales Tax (LOST) III Fund (352), in the amount of \$63,780, to recognize proceeds from the auction of older vehicles, and to appropriate these funds back into the Sheriff's LOST allocation for new vehicle purchases.

15. Recommendation Concerning Design Services for Green Hill Road - Stephan Hall, Management and Budget Services Interim Department Director

That the Board approve and authorize the County Administrator to sign the Agreement between Escambia County and Sigma Consulting Group, Inc., per the terms and conditions of PD 14-15.026, Design Services for Green Hill Road, for a lump sum of \$60,770 and optional services of \$14,020, for a total of \$74,790 for Phase I. Phase II will be negotiated upon completion of Task 1100 and associated Task 303.

[Funding: Fund 112, Disaster Recovery Fund, Cost Center 330492, Object Code 54601, Project Number ESCPW62]

16. Recommendation Concerning Cameras for Escambia County Area Transit Bus Entry - Stephan Hall, Management and Budget Services Interim
Department Director

That the Board award a Purchase Order for PD 14-15.027, Cameras for Escambia County Area Transit (ECAT) - Bus Entry, to Apollo Video Technology, in the amount of \$187,637.

[Funding: Fund 320, FTA Capital Fund Project, Cost Center 320416, Object Code 56408]

17. Recommendation Concerning Central Booking and Detention Structural
Analysis and Detail Cost of Repair - Stephan Hall, Management and Budget
Services Interim Department Director

That the Board approve and authorize the County Administrator to sign the Agreement between Escambia County and Hatch Mott MacDonald Florida, LLC, per the terms and conditions of PD 14-15.028, Central Booking and Detention Structural Analysis and Detail Cost of Repair, for a lump sum of \$99,987.

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

18. Recommendation Concerning Old Corry Outfall Immediate Repairs - Stephan Hall, Management and Budget Services Interim Department Director

That the Board award Contract PD 14-15.035, Old Corry Outfall Immediate Repairs, to J. Miller Construction, Inc., in the amount of \$68,780.

[Funding: Fund 352, LOST III, Cost Center 210107, Object Code 56301, Project #13EN2382]

19. Recommendation Concerning the Grande Lagoon Subdivision Drainage Improvements (Phase 1) - Stephan Hall, Management and Budget Services Interim Department Director

That the Board award Contract PD 14-15.037, Grande Lagoon Subdivision Drainage Improvements (Phase 1), to Site and Utility, LLC, in the amount of \$487,209.30.

[Funding: Fund 112, Disaster Relief Fund, Cost Center 330493, Object Code 56301/54612, Project #ESCPW23]

20. Recommendation Concerning the Neighborhood Enhancement Projects for 2014-2015 (Traffic Calming) - Stephan Hall, Management and Budget Services Interim Department Director

That the Board award Contract PD 14-15.038, for the Neighborhood Enhancement Projects for 2014-2015 (Traffic Calming), to Roads, Inc., of NWF, in the amount of \$256,936.02.

[Funding: Fund 352, LOST III, Cost Center 210107, Object Code 56301, Project #12EN1738]

21. Recommendation Concerning the Grant Agreement between the State of Florida Department of Environmental Protection for Operations and Maintenance Services to Boat Ramps Renovated and Constructed Under Deepwater Horizon - Keith T. Wilkins, Community & Environment Department Director

That the Board take the following action concerning the Grant Agreement between the State of Florida Department of Environmental Protection (DEP) for operations and maintenance services to boat ramps renovated and constructed under Deepwater Horizon:

A. Approve the Grant Agreement (No. S0779) between the State of Florida DEP for operations and maintenance services to boat ramps renovated and constructed under Deepwater Horizon Natural Restoration Damage Assessment Early Restoration Program (NRDA ERP), in the amount of \$562,545, from the date of execution for a period of 12 months, inclusive; and

B. Authorize the Chairman to sign the Grant Agreement and any documents related to acceptance, execution, reporting, and Amendments to this Grant, pending Legal review and approval, without further action of the Board.

Please note the last sentence in Paragraph 25, "Any action hereon or in connection herewith shall be brought in Leon County, Florida."

[Fund: Fund 118, RESTORE, Cost Center 222001]

22. Recommendation Concerning an Agreement for Professional Services for Crescent Lake Dam Restoration - Stephan Hall, Management and Budget Services Interim Department Director

That the Board approve and authorize the County Administrator to sign the Agreement between Escambia County and Volkert, Inc., per the terms and conditions of PD 13-14.061, Professional Services for Crescent Lake Dam Restoration, for a lump sum of \$131,405, optional services of \$23,744, and CEI Services of \$49,981.50, for a total of \$205,130.50.

[Funding: Fund 352, LOST III, Cost Center 210107, Object Code 56301, Project #15EN3252]

23. Recommendation Concerning Professional Services as Governed by Florida Statute 287.055 - Stephan Hall, Management and Budget Services Interim Department Director

That the Board take the following action concerning PD 02-03.79, Professional Services as Governed by Florida Statute 287.055:

A. Award and authorize the County Administrator to sign Task Order-based Continuing Contracts to ARCADIS U.S., Inc., a qualified Engineering Consulting firm, per PD 02-03.79, Professional Services as Governed by Florida Statute 287.055 (A&E Services), on a "Maximum Ceiling" basis fee schedule, as follows:

- Maximum Overhead 168%
- Maximum Profit 12%
- Maximum (Facility Cost of Capital Monies) FCCM 1.50%
- Maximum Multiplier 301% (providing no single item above is exceeded)
- Existing Hourly Rates for each firm (based on a audited or auditable financial package)

B. Authorize the Department(s), in conjunction with the Office of Purchasing, to negotiate Task Orders, according to Florida Statute 287.055, "Consultants' Competitive Negotiation Act" (A&E Services), on a project-by-project basis.

[Funding: Funds to be budgeted for on an annual basis and Project basis]

24. Recommendation Concerning a Change Order to Purchase Order Number

150163, Issued to Cougar Oil, Inc., d/b/a Southern Energy Company - Joy D.

Blackmon, P.E., Public Works Department Director

That the Board approve and authorize the County Administrator to execute the following Change Order to Purchase Order Number 150163, issued to Cougar Oil, Inc., d/b/a Southern Energy, on Contract PD 13-14.083, to continue purchase of gasoline and diesel fuel for County vehicles and equipment:

Department:	Public Works
Division:	Fleet/Fuel Distribution
Type:	Addition
Amount:	\$3,400,000
Vendor:	Cougar Oil, Inc., d/b/a Southern Energy Company
Contract:	PD 13-14.083
PO#:	150163
CO#:	1
Original Purchase Order Amount :	\$2,000,000
Cumulative Amount of Change Orders Through CO #1:	\$3,400,000
New Purchase Order Amount:	\$5,400,000

[Funding Source: Fund 501, Internal Service Fund, Cost Center 210407, Object Code 55201]

25. Recommendation Concerning Bus Shelters and Benches Advertising Contract Negotiations - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action:

- A. Authorize the County Administrator, or his designee, to enter into negotiations with the owners of the Martin Mency Group, whose advertising Contract with Escambia County expires on September 30, 2015; and
- B. Authorize the County Administrator to report the results of the negotiations to the Board in August 2015, which may or may not include an extension of the present Contract, a new Contract, or possibly the County's intention to bring the bus shelters and benches program in-house, including the cost of purchasing existing amenities from the Martin Mency Group. The result of these negotiations would be subject to Board approval.

[Funding: Escambia County will receive a share of the advertising revenue, whether from the Martin Mency Group, if the Contract is renewed, or from Escambia County Area Transit (ECAT), if the County decides not to renew the Martin Mency Group Contract]

26. Recommendation Concerning the Revised Interlocal Cost Sharing Agreement with the Emerald Coast Utilities Authority for Olive Road East Multi-Lane Reconstruction and Drainage Project - Phase I - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the revised Interlocal Cost Sharing Agreement with the Emerald Coast Utilities Authority for Olive Road East Multi-Lane Reconstruction and Drainage Project - Phase I, PD 14-15.017:

A. Rescind its action of February 5, 2015, Budget/Finance Consent Agenda, Item 13, CAR II-B, approving and authorizing the Chairman to sign, the Interlocal Cost-Sharing Agreement (Water Main Replacement and Upgrade on the Olive Road Drainage and Roadway Improvement Project), for Olive Road Multi-Lane Reconstruction and Drainage Project (County Road 290), between Escambia County and the Emerald Coast Utility Authority, for the water main replacement and upgrade;

- B. Approve the Interlocal Cost Sharing Agreement (Water Main Replacement and Upgrade on the Olive Road Drainage and Roadway Improvement Project), with the Emerald Coast Utilities Authority, for the Olive Road East Multi-Lane Reconstruction and Drainage Project Phase I, PD 14-15.017, which has been revised to correct a scrivener's error; and
- C. Authorize the Chairman or Vice-Chairman to sign the revised Agreement.

[Funding: Fund 352, LOST III, Cost Center 210109, Object Code 56301, Project #10EN0363]

27. Recommendation Concerning the Acceptance of a Public Road and Right-of-Way Easement at 8117 Tippin Avenue from Marsha Ann Greene - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning acceptance of the donation of a Public Road and Right-of-Way Easement (approximately 0.60 square feet) at 8117 Tippin Avenue from Marsha Ann Greene, for the Tippin Avenue and Lode Star Avenue Sidewalk Project:

- A. Accept the donation of a Public Road and Right-of-Way Easement (approximately 0.60 square feet) at 8117 Tippin Avenue from Marsha Ann Greene, for the Tippin Avenue and Lode Star Avenue Sidewalk Project;
- B. Authorize the payment of documentary stamps, as the Easement is being donated for governmental use, which is for sidewalk and stormwater drainage improvements, and the County benefits from the acceptance of this Public Road and Right-of-Way 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 Public Road and Right-of-Way Easement as of the day of delivery of the Public Road and Right-of-Way Easement to the Chairman or Vice Chairman, and authorize the Chairman or Vice Chairman to acknowledge the Board's acceptance at that time.

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

28. Recommendation Concerning a Change Order to DRMP, Inc., for the "Signalization Consultant Continuing Services Contract" - Joy D. Blackmon, P.E., Public Works Department Director

That the Board approve and authorize the County Administrator to execute the following Change Order to DRMP, Inc., on Contract PD 13-14.080, for the "Signalization Consultant Continuing Services Contract":

Department:	Public Works
Division:	Engineering/Transportation and Traffic Operations
Type:	Addition
Amount:	\$100,000
Vendor:	DRMP, Inc.
Project Name:	Signalization Consultant Continuing Services Contract
Contract:	PD 13-14.080
PO#:	150911
CO#:	1
Original Contract Award:	\$200,000
Cumulative Amount of Change Orders Through this CO:	\$100,000
New Contract Amount:	\$300,000

[Funding Source: Fund 175, Transportation Trust Fund, Cost Center 211201, Object Code 53101]

29. Recommendation Concerning Amending the Board's Action of September 25, 2014, Approving the Issuance of Blanket and/or Individual Purchase Orders in Excess of \$50,000 - "Miscellaneous Drainage/Paving Projects" for the Public Works Department - Joy D. Blackmon, P.E., Public Works Department Director

That the Board amend its action of September 25, 2014, approving the issuance of blanket and/or individual Purchase Orders in excess of \$50,000, for Fiscal Year 2014-2015 on CAR II "Budget/Finance," #36, Item #17 "Miscellaneous Drainage/Paving Projects," for the Public Works Department 2014-2015, to add the following Vendors and increase the yearly allotment from \$500,000 to \$1,500,000":

Warrington Utility and Excavation, Inc. (Vendor #420622)
Allsouth Construction (Vendor #420550)
Gulf Marine Construction (Vendor #072896)
Brown Construction Company (Vendor #026101)
Green Energy (Vendor Number Being Set Up)
B&W Utilities (Vendor Number Being Set Up)
SBP, Inc. (Vendor #190026)
Biles Construction (Vendor Number Being Set Up)

[Funding Source: Fund 175, Transportation Trust Fund, Cost Center 211201/211602/211101; Fund 182-199, Master Drainage Basin Funds, Cost Centers 210719-210736; Fund 352, Local Option Sales Tax III, Cost Center 210107/350229; Fund 112, Disaster Recovery Fund, Cost Centers 330490-330495]

30. Recommendation Concerning the United States Department of Agriculture
Natural Resources Conservation Service Emergency Watershed Program
Project Agreement - Joy D. Blackmon, P.E., Public Works Department
Director

That the Board take the following action concerning the United States Department of Agriculture (USDA) Natural Resources Conservation Service (NRCS) Emergency Watershed Project (EWP) Program Project Agreement:

A. Authorize the County Administrator, the Chairman, or Vice-Chairman to execute the appropriate documents to award Design and Construction Contracts for the NRCS projects listed below:

Project Name	Description	Estimated Cost
Swamphouse Road	Gully west of Davis Highway, which crosses under Smith's Fish Camp Road has washed out, along with Smith's Fish Camp Road, and is substantially damaged. The tributary to Escambia Bay and Escambia River is threatened.	\$86,000
Gatewood Ditch	Gatewood Ditch is the overflow outfall from Ellyson Industrial Park Pond, located north of Johnson Avenue. The ditch, which runs adjacent to private property parallel to East Johnson Avenue and crosses under East Johnson Avenue near the Olive Road intersection, is substantially damaged. The flow in this ditch washed out the box culvert and roadway at East Johnson Avenue, which is currently under repair. The tributary to Escambia Bay is threatened.	\$350,790
Glynn Broc Gully and Cypress Point	Located just downstream of the Gatewood Ditch and Johnson Avenue. There is a large concrete flood control structure in the gully, which was originally a 1979 NRCS Project, which is threatened with a large amount of sediment and erosion. Loss of the structure threatens Scenic Highway and Olive Road. The tributary to Escambia Bay is threatened.	\$208,000
Olive Road at Gully	Parallel to Olive Road, just west of Scenic Highway, this gully threatens Olive Road. The tributary to Escambia Bay is also threatened.	\$198,671

1		
Ten Mile Creek	Flows have caused the erosion of up to 30 feet of creek banks in some areas between Pine Forest Road and west of Stefani Road. A private pond and large amounts of private property have been eroded and are further threatened. Ten Mile Creek flows into Eleven Mile Creek, which flows into Perdido Bay. Several wetlands and private properties are threatened. The threat to Pine Forest Road Bridge and to local private property is immediate.	\$1,400,000
Addison Drive	Flow from the area north of Addison Drive has caused severe erosion adjacent to and into private properties. Scenic Highway and the outfall into Escambia Bay are threatened.	\$94,000
Crescent Lake	Dam breach has drained Crescent Lake and allows uncontrolled flows downstream through a large watershed that makes its way to Perdido Bay. Several major roadways and private properties downstream are threatened by water flows.	\$675,000

B. Ratify the County Administrator's, the Chairman's, or the Vice Chairman's signature on the executed contracts at Board Meetings immediately following the Bid opening for these Projects.

[Funding for the 25% match is available in Fund 352, LOST III, Project #15EN3252]

31. Recommendation Concerning a Change Order to Hammond Engineering, Inc. for the Shadow Grove Stormwater Improvement Project - Joy D. Blackmon, P.E., Public Works Department Director

That the Board approve and authorize the County Administrator to execute the following Change Order to Hammond Engineering, Inc., on Contract PD 02-03.79, for the Shadow Grove Stormwater Improvement Project:

Department:	Public Works
Division:	Engineering
Type:	Addition
Amount:	\$32,692
Vendor:	Hammond Engineering, Inc.
Project Name:	Shadow Grove Stormwater Improvement Project
Contract:	PD 02-03.79
PO#:	130830
CO#:	3
Original Contract Award:	\$36,840
Cumulative Amount of Change Orders Through this CO:	\$34,787
New Contract Amount:	\$71,627

[Funding Source: Fund 352, Local Option Sales Tax, Account 210107, Object Code 56301, Project #12EN2121 and Fund 112, Disaster Recovery Fund, Account 330493, Object Code 54612/56301, Project #ESDPW09]

32. Recommendation Concerning the County Incentive Grant Program - State Road 295 (Navy Boulevard) - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the County Incentive Grant Program (CIGP) - State Road (SR) 295 (Navy Boulevard):

A. Authorize the County Administrator, or his designee, to sign and submit a request for CIGP Funds to the Florida Department of Transportation (FDOT) to request Grant funding for the Navy Boulevard Access Management and Corridor Beautification Project; and

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

[Funding: The Grant requires a 50% match, \$825,000, which the County already has allocated in Fund 352, LOST III, Cost Center 220102]

33. Recommendation Concerning the Scheduling of a Public Hearing to Consider the Vacation of a 20-Foot-Wide Drainage Easement off Water Spray Terrace, on the Board's Own Motion - Joy D. Blackmon, P.E., Public Works

Department Director

That the Board take the following action concerning the scheduling of a Public Hearing, to consider the vacation of a 20-foot-wide drainage easement off Water Spray Terrace, on the Board's own motion:

A. Schedule a Public Hearing for April 23, 2015, at 5:31 p.m., to consider the vacation of 20-foot-wide drainage easement off Water Spray Terrace and ratify the advertisement of the Public Hearing, which will be published in the Pensacola News Journal on April 6, 2015; and

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

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

34. Recommendation Concerning Authorization for Surplus and Sale of a Metal Fence Located on County-Owned Property at 11800 Mobile Highway - Stephan Hall, Management and Budget Services Interim Department Director

That the Board take the following action concerning authorization for surplus and sale of a metal fence located on County-owned property located at 11800 Mobile Highway:

- A. Declare surplus the fence located on County-owned property at 11800 Mobile Highway; and
- B. Authorize sale of the fence via online public auction to the bidder with the highest bid received at or above a minimum bid of \$850.

III. For Discussion

Recommendation Concerning the Request for Funding for the Boo Weekley
 "BOOFEST" on July 23-25, 2015 - Commissioner Wilson B. Robertson, District
 1

That the Board consider the request by Boo Weekley, for \$10,000, from Commissioner Wilson Robertson, to be funded from the 4th Cent Tourist Development Tax, for the "BOOFEST" being held on July 23-25, 2015, at the Pensacola Country Club and approve the Purchase Order for this purpose.

2. Recommendation Concerning the Funding Request for the Aggie Classic - Commissioner Steven Barry, District 5

That the Board consider the request for \$5,000, to be funded from Commissioner Steven Barry's allocation of the 4th Cent Tourist Development Tax fund, for the Aggie Classic, hosted by J.M. Tate High School, and approve the Purchase Order for this purpose.

3. Recommendation Concerning the Funding Request for Pensacon - Commissioner Steven Barry, District 5

That the Board consider funding \$5,000 for Pensacon, from Commissioner Steven Barry's allocation of the 4th Cent Tourist Development Tax fund, and approve the Purchase Order for this purpose.

COUNTY ATTORNEY'S REPORT

- I. For Discussion
- 1. Recommendation Concerning a Resolution Supporting House Bill HR1452 and Senate Bill S770

At the request of Commissioner Grover Robinson, that the Board discuss and approve a resolution in support of House Bill HR1452 and Senate Bill S770 concerning the conveyance of the easternmost four miles of property of Santa Rosa Island (Navarre Beach) to Santa Rosa County pursuant to that certain Lease Agreement between the Santa Rosa Island, an agency of Escambia County, Florida, and Santa Rosa County, Florida, dated February 11, 1956.

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



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-7968 Proclamations 6.

BCC Regular Meeting

Meeting Date: 04/09/2015

Issue: Adoption of Proclamations

From: Jack Brown, County Administrator

Organization: County Administrator's Office

CAO Approval:

RECOMMENDATION:

Proclamations.

Recommendation: That the Board adopt the following Proclamations:

A. The Proclamation commending and congratulating David Lewis, HVAC Shop Supervisor in the Maintenance Division of the Facilities Management Department, on his selection as the Employee of the Month for April 2015;

- B. The Proclamation proclaiming April 12-17, 2015, as "Youth Success Week";
- C. The Proclamation commending and congratulating Mollie Taylor on being selected as a mentor for an Asian Group initiative and a trip to Cambodia; and
- D. The Proclamation congratulating Mike Ensley, Ben Galecki, and all others involved with making the Pensacon event a great success.

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 LeeMagaha 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:

N/A

IMPLEMENTATION/COORDINATION:

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

Attachments

Proclamations

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

WHEREAS, David Lewis, an HVAC Shop Supervisor in the Maintenance Division of the Facilities Management Department, began his employment with the County on November 12, 1980, and is selected for "Employee of the Month" for April 2015, for the standards of excellence that he has displayed in the performance of his duties; and

WHEREAS, Mr. Lewis is Escambia County's resident expert on heating ventilation and air conditioning (HVAC). His expertise far exceeds the requirements of the HVAC Shop Supervisor. Mr. Lewis' technical knowledge of HVAC equipment installation and repair combined with his years of experience has earned him the reputation of being an expert in his field. When a new County building is to be built, the Architect & Engineering Firm awarded the design understands they will have the opportunity to work with an individual who is fully committed to the safety and comfort of the buildings' occupants; and

WHEREAS, Mr. Lewis' involvement has been instrumental in the successful completion of many New Building Construction and Renovation Projects, which are almost too numerous to mention. Included in the lengthy list of New Construction Projects are: the Public Safety Building, the Emie Lee Magaha Government Building, the Warrington Sheriff's Sub-station, the Perdido Key Fire Station and Welcome Center, and the Central Office Complex. Some of the Renovation Projects, to name a few are: the Old Courthouse, the M.C. Blanchard Building, the Molino Community Center, and the Employee Health Clinic; and

WHEREAS, as the HVAC Shop Supervisor, Mr. Lewis is called upon during all hours of the day and night to resolve a problem with a building's HVAC system. Whether there is a contingency condition, such as a hurricane or the tragic loss of a building, Mr. Lewis is always the first to respond and can be counted upon to insure the facility has its HVAC system restored with minimal downtime; and

WHEREAS, Mr. Lewis meets almost daily with employees of the other County departments, and/or the staffs of Elected Officials. Because of his many years of experience and technical expertise, Mr. Lewis is highly sought after for his advice in resolving any HVAC issue or to assist in the design of a project to ensure the occupants have a safe and comfortable working environment; and

WHEREAS, Mr. Lewis was nominated and selected by his fellow employees as the Facilities Management Department's Employee of the Month for March 2015 with the theme – "Effective Leadership". A powerful work ethic to never quit or settle for mediocrity in customer service makes Mr. Lewis 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 David Lewis on his selection as the "Employee of the Month" for April 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

WHEREAS, Florida's juvenile crime problem has ramifications reaching far beyond the Juvenile Justice System and affects the health and integrity of the State's business, community, education, and family institutions; and

WHEREAS, the Juvenile Justice System must provide strong prevention and early intervention services for at-risk youth and minor offenders, as well as, opportunities for rehabilitation for the more serious juvenile offender; and

WHEREAS, Juvenile Justice Programs can and have continued to help at-risk children and their families stay crime-free, leading to fewer crimes and more saved lives; and

WHEREAS, Escambia County joins forces with the Department of Juvenile Justice, local businesses, law enforcement, schools, the judiciary, faith-based community organizations, and other concerned citizens in support of programs that prevent juvenile crime and improve youth prevention and intervention services; and

WHEREAS, the citizens of Escambia County need to join together in the fight against crime in our community and to take part in stopping or preventing juvenile delinquency.

NOW, THEREFORE, the Board of County Commissioners of Escambia County, Florida, does hereby proclaim April 12-17, 2015, as

"YOUTH SUCCESS WEEK"

in Escambia County, and calls upon all the citizens of our community to embrace this year's theme "Safe Homes, Safe Schools, Safe Communities", in celebration of all the successes of the Juvenile Justice Programs in strengthening families and in turning around the lives of troubled youth.

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

WHEREAS, the U.S. Department of State and the U.S. Embassy of Cambodia, Phnom Phen, in association with Cultural Vistas, a nonprofit 501(c)(3) organization, recruited 12 young environmental professionals from the Association of Southeast Asian Nations (ASEAN) and 12 from the United States to participate in the Young Southeast Asia Leadership Initiative providing mentorship to rising leaders from each of the 10 ASEAN member nations; and

WHEREAS, these young professionals are tasked to offer an engaging session that profiles innovative responses in water and wetland management, cultural heritage and preservation, sustainable agriculture, natural resource management, biodiversity, fund raising, resource development, grant writing, project management, volunteer recruitment, and partnership development; and

WHEREAS, Southeast Asian and American leader mentors will be paired up and asked to guide small teams of participants in developing action plans to address an environmental challenge or take advantage of an environmental opportunity in Southeast Asia with each mentor leader delivering a session on an aspect on environmental advocacy during the workshop; and

WHEREAS, Mollie A. Taylor, Water Quality Environmental Technician with the Community & Environment Department, was selected as one of the only 12 young professionals from the United States to participate in this initiative.

NOW, THEREFORE, BE IT PROCLAIMED, that the Board of County Commissioners of Escambia County, Florida, commends and congratulates Ms. Mollie A. Taylor on her selection to participate in this leadership opportunity in Cambodia, and wishes her continued professional growth and success as a valued member of our Escambia County staff.

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

WHEREAS, Pensacon, an all-inclusive, pop culture convention for the fan community that spans the genres of comics, anime, science-fiction, horror, gaming, and fantasy, was held at the Pensacola Bay Center and the Crowne Plaza Grand Hotel from February 27 - March 1, 2015; and

WHEREAS, Pensacon is an idea that began with Mike Ensley, Pensacon Chairman, who presented it to Ben Galecki, CEO of Kinematic Entertainment and Pensacon. Ben Galecki and Mike Ensley began planning in February 2013, and they brought on a full-time staff from Kinematic Entertainment specifically for Pensacon in mid 2013; and

WHEREAS, inside the convention, attendees were able to browse and purchase pop culture collectibles on the vendor floor, sit in on interactive panels with celebrities, meet their favorite celebrities, artists, and authors, and interact with fellow fans; and

WHEREAS, the Pensacon promoters worked to involve as many downtown businesses as possible, encouraging them to host parties and offer discounts to convention-goers; and

WHEREAS, Pensacon 2015 drew over 22,000 attendees over the three-day weekend and contributed an estimated 3.8 million dollars to the local economy. Nearly one third of the attendees were from outside the Pensacola area. When asked their main reason for visiting, 100% of attendees said Pensacon was their main reason for visiting Pensacola, and 100% of the total people surveyed said they would return for Pensacon 2016.

NOW, THEREFORE, BE IT PROCLAIMED, that the Board of County Commissioners of Escambia County, Florida, congratulates Mike Ensley, Ben Galecki, and all others involved with making the Pensacon event a great success.

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, IV, District Three

ATTEST:	Pam Childers Clerk of the Circuit Court
	Deputy Clerk



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-7948 Proclamations 7.

BCC Regular Meeting

Meeting Date: 04/09/2015

Issue: Ratification of Retirement Proclamation **From:** Thomas Turner, Department Director

Organization: Human Resources

CAO Approval:

RECOMMENDATION:

Retirement Proclamation.

<u>Recommendation:</u> That the Board ratify the Proclamation, dated March 4, 2015, commending and congratulating Sidney S. Sharp, Facilities Management Department, on her retirement after 16 years of dedicated service.

BACKGROUND:

N/A

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Sidney Sharp Ret Proc 040915

WHEREAS, Sidney S. Sharp worked as a County employee very faithfully for 16 years, retiring as a Senior Office Support Assistant with the Facilities Management Department.

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

BE IT FURTHER PROCLAIMED that the Board of County Commissioners of Escambia County expresses its appreciation to Sidney S. Sharp 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

Dated: March 4, 2015



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-7898 Written Communication 8.

BCC Regular Meeting

Meeting Date: 04/09/2015

Issue: Environmental (Code) Enforcement Lien Relief – 5700 Flaxman Street

From: Michael Tidwell, Department Director

Organization: Corrections

CAO Approval:

RECOMMENDATION:

February 18, 2015, e-mail communication from Lewis Ivers requesting that the Board provide relief of Code Enforcement Lien attached to property located at 5700 Flaxman Street.

<u>Recommendation:</u> That the Board review and consider lien relief request made by Lewis Ivers against property located at 5700 Flaxman Street.

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.

Lewis Ivers has no other recourse but to appeal before the Board under Written Communication.

BACKGROUND:

CE120401261

April 16, 2012 The Office of Environmental Enforcement received a complaint for overgrowth.

trash, debris, deteriorated mobile homes and no residential water service. Officer investigated the

complaint and mailed notice of violation to owner. Notice was returned marked

"Unclaimed".

June 27, 2012 A follow up inspection was conducted. Officer saw no improvements to the

property. Due to the owner disconnecting water service to the mobile home park an emergency

hearing was scheduled.

July 19, 2012 Hearing notice was mailed to owner

August 7, 2012 Hearing held and owner was found to be in violation. Court cost was awarded to

Escambia County in the amount of \$1,100.00. The owner has until 09/21/12 to abate violations or

a daily fine in the amount of \$50.00 will be assessed.

September 22, 2012 Follow up inspection conducted by owner and violations remain.

Owner abated all violations on March 18, 2013

CE121004545

October 31, 2012 Received another complaint for deteriorated mobile homes and no water service. Repeat violator. Posted 24 hour Notice of Violation on site and mailed notice to owner both regular and certified mail.

Due to owner having water service disconnected again a second emergency hearing was scheduled. Notice of hearing mailed to owner.

November 6, 2012 Hearing was held and owner was found to be in violation. Court cost in the amount of \$1,100.00 was awarded to Escambia County. The owner has until 11/13/12 to abate violations or a daily fine in the amount of \$150.00 will be assessed.

Follow up inspection was conducted and violations remain.

March 18, 2013 Reinspection conducted and violations have been abated.

BUDGETARY IMPACT:

CE120401261 (1st lien)

Court Cost: \$1,100.00

Fines: \$8,850.00

Total: \$9,950.00

CE121004545 (2nd lien)

Court Cost: \$1,100.00 Fines: \$18,600.00 Abatement: \$8,000.00

Total: \$27,700.00

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

Attachments

5700 Flaxman Street

Janice K. Gilly

From:

lewis ivers [lewis.ivers@msn.com]

Sent:

Wednesday, February 18, 2015 12:21 PM

To: Cc: Melissa A. Reber Janice K. Gilly

Subject:

planned site visit, Oak Shadows trailer park

Hi Melissa,

My name is Lewis Ivers. I am the new owner of the subject trailer park at 5700 Flaxman St. in Pensacola. My intent is to clean this park up and make sure it is in compliance with all applicable rules and codes from both an environmental and public health perspective. To that end, I would like to meet you and an Officer from the Health Department at the subject site. I have a tentative appointment with James Brough of the Escambia Health Department for 1:30 PM tomorrow, 2-19-15. James recommended I try to reach an Officer at Escambia County Environmental Code Enforcement so that we might have a joint meeting. Please let me know if you can meeting with us at this site tomorrow at 1:30 PM. If this time does not for you, for any reason, I would like to reschedule the appointment so you can join us at another time and/or day.

I look forward to hearing from you. Janis Gilly suggested I contact you for this planned meeting.

Cordially, Lewis Ivers

lewis ivers, PE lewis.ivers@msn.com mobile phone 251.554.1726 ip phone 678 648 8181



BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA Escambia County Corrections



Environmental Enforcement 3363 W. Park Place Pensacola, Florida 32505 Phone: 850-595-1820 Fax: 850-595-0149

Division Manger, Sandra Slay

Property:

5700 Flaxman Street

Owner:

J Diva Investments LLC

CE#:

CE120401261

Violations:

Trash, debris, deteriorated mobile homes and no water services

04/16/12

Received complaint for trash, debris, deteriorated mobile homes and no water service. Posted Notice of Violation on site and mailed notice to owner both regular and certified

mail. Notice returned marked "Unclaimed".

06/27/12

Reinspection conducted. Officer observed violations remained. Due to the owner turning

water service off at the mobile home park and emergency hearing is scheduled.

07/19/12

Petition for Hearing was mailed to owner.

08/07/12

Hearing held and owner was found to be in violation. Court cost was awarded to

Escambia County. The owner has until 09/21/12 to abate violations or a daily fine in the

amount of \$50.00 per day will start.

09/22/12

Follow up inspection conducted per court order. Violations remain.

03/18/13

Violations have been abated.

Cost:

Court Cost:

\$1,100.00

Fines:

\$8,850.00

Total

\$9,950.00

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

ESCAMBIA COUNTY, FLORIDA

VS.

Case No.: CE 12-04-01261 Location: 5700 Flaxman PR# 352S302104000005

J Diva Investments, LLC P O Box 6057 Navarre, FL 32566 J Diva Investments, LLC C/o Jana J Mandala 8826 Kiwi Place Navarre, FL 32566

ORDER

THIS CAUSE was brought before the Office of the Environmental Enforcement Special Magistrate on Petitioner's Certification of Costs, pursuant to the Special Magistrate's Order of August 07, 2012; and the Special Magistrate having found the Respondent in violation of Escambia County Code of Ordinances 42-196 (a) Nuisance Conditions, (b) Trash and Debris, (c) Inoperable Vehicle (s), 30-203 (c), (n), (x), (z) and (aa), 82-171, and 7.09.00.

THEREFORE, the Special Magistrate being otherwise fully advised of the premises; it is hereby ORDERED, pursuant to Section 30-35 of the Escambia County Code of Ordinances, that the following itemized costs shall be added to the fines imposed by the Order of Special Magistrate dated August 07, 2012.

Itemized		Cost
a. Fines (\$50.00 per day 9/22/12-3/18/13)		\$ 8,850.00
b. Court Costs		\$ 1,100.00
c. County Abatement Fees		\$ 0.00
	Total:	\$ 9,950.00
DONE AND ORDERED at Escambia County, Florid	a on this	day of) Jun, 2013.
	2	
	Special Ma	gistrate
Øffice o		tal Enforcement



BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA Escambia County Corrections



Environmental Enforcement 3363 W. Park Place Pensacola, Florida 32505 Phone: 850-595-1820 Fax: 850-595-0149

Division Manger, Sandra Slay

Property:

5700 Flaxman Street

Owner:

J Diva Investments LLC

CE#:

CE121004545

Violations:

Deteriorated mobile homes and no water services

10/31/12

Received complaint for deteriorated mobile homes and no water service. Repeat violator.

Posted 24 Notice of Violation on site and mailed notice to owner both regular and certified

mail.

11/01/12

Due to the owner turning water service off at the mobile home park and emergency

hearing is scheduled. Petition for Hearing was mailed to owner.

11/06/12

Hearing held and owner was found to be in violation. Court cost in the amount of \$1,100.00 was awarded to Escambia County. The owner has until 11/13/12 to abate

violations or a daily fine in the amount of \$150.00 per day will start.

11/14/12

Follow up inspection conducted per court order. Violations remain.

03/18/13

Violations have been abated.

Cost:

Court Cost:

\$1,100.00

Abatement: Fines:

\$8,000.00 \$18,600.00

Total

\$27,700.00

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

ESCAMBIA COUNTY, FLORIDA

VS.

Case No.: CE 12-10-04545 Location: 5700 Flaxman PR# 352S302104000005

J Diva Investments, LLC P O Box 6057 Navarre, FL 32566 J Diva Investments, LLC C/o Jana J Mandala 8826 Kiwi Place Navarre, FL 32566

ORDER

THIS CAUSE was brought before the Office of the Environmental Enforcement Special Magistrate on Petitioner's Certification of Costs, pursuant to the Special Magistrate's Order of November 06, 2012; and the Special Magistrate having found the Respondent in violation of Escambia County Code of Ordinances 30-203 (c), (n), (o), (t), (u), (x), (z), 82-171 and 82-3. THEREFORE, the Special Magistrate being otherwise fully advised of the premises; it is hereby ORDERED, pursuant to Section 30-35 of the Escambia County Code of Ordinances, that the following itemized costs shall be added to the fines imposed by the Order of Special Magistrate dated November 06, 2012.

Itemized		Cost
a. Fines (\$150.00 per day 11/14/12-3/18/13)		\$ 18,600.00
b. Court Costs		\$ 1,100.00
c. County Abatement Fees		\$ 8,000.00
	Total:	\$ 27,700.00

DONE AND ORDERED at Escambia County, Florida on this 18TH day of June, 2013.

Special Magistrate
Office of Environmental Enforcement



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-7820 Public Hearings 10.

BCC Regular Meeting

Meeting Date: 04/09/2015

Issue: Grant Wood's Appeal of Contractor Competency Board Decision of

02/04/2015

From: Donald R. Mayo, Building Official/Department Director

Organization: Building Inspections

CAO Approval:

RECOMMENDATION:

5:31 p.m. Hearing to consider Grant Wood's appeal of the Escambia County Contractor Competency Board's decision.

Recommendation: That the Board uphold the Contractor Competency Board's decision of February 4, 2015, whereby it voted to maintain its decision of April 2, 2014, lifting the stay in the proceeding Escambia County Contractor Competency Board vs Grant Wood d/b/a Grantwood Contracting Company, Inc., Complaint No.: COM120800011, and proceed to a Show Cause Hearing.

BACKGROUND:

The above referenced case is a contractor complaint filed with the Contractor Competency Board ("Board") against Grant Wood d/b/a Grantwood Contracting Company, Inc. on August 2, 2012. Mr. Wood, through his legal counsel at the time, petitioned the Board for a stay of proceeding pending the outcome of a related Circuit court matter that was granted on May 15, 2013. In January 2014, the Board received through written communication (email) from Complainant/Homeowner, Gene Valentino, requesting that this matter be brought back before the Board for further action. The Board deferred the matter pending a request from counsel of record for Complainants/Homeowners, Gene and Maureen Valentino. The Board of County Commissioners approved the Contractor Competency Board Rules and Procedures on April 29, 2014, that included a policy that requires the Contractor Competency Board to hear valid cases, regardless of outside influences and to also aide the Board in ensuring that its meetings and disciplinary hearings are carried out in an orderly and consistent matter. At a regularly-scheduled, duly-advertised meeting, held on April 2, 2014, all counsel of record, along with Respondent, Grant Wood, were present. At that time counsel for the Complainants/Homeowners and counsel for Mr. Wood presented argument regarding why the stay should or should not be lifted. The Board voted to lift the stay on that date as reflected by the verbatim transcript of that hearing. Additionally, at the April 2, 2014, Meeting, there were six Board members present. Neither party

raised an objection during that meeting regarding the Board's composition or appealed the Board's action to lift the stay. After the time for appeal passed, this matter was set for Show Cause Hearing in July 2014, at which time counsel for Mr. Wood raised objections to the lack of quorum at the April 2, 2014, meeting. Case law from the Supreme Court of Florida indicates that the issue or whether or not there was a quorum at the April meeting was waived by failure to object and lack of a timely appeal. The Contractor Competency Board, at its meeting held July 28, 2014, with a full quorum present, took administrative action to ratify all of the action that was taken at the April 2, 2014, meeting, including the complete transcript of the April meeting and all other things that took place. No further action was taken regarding this matter on July 28, 2014. Mr. Wood filed a Motion to Determine Stay that was before the Board on February 4, 2015, wherein he questioned the validity of lifting the stay - again based upon the lack of quorum issue from April 2, 2014. On February 4, 2015, the Board voted that their decision to lift the stay should stand and the matter should proceed to a Show Cause hearing. Respondent, Grant Wood, appealed to the Board of County Commissioners.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

Meredith D. Crawford, Assistant County Attorney, has reviewed and approved the Recommendation.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

The recommendation is in compliance with Chapter 18, Sec. 18-59. - Appeals, Escambia County Code of Ordinances.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

<u>Appeal Request by Grant Wood_Complaint No.: COM120800011</u>

February 4, 2015 CCB Meeting Minutes_Verbatim Transcript_Wood, Grant_COM120800011

Motion to Determine Stay filed by Grant Wood_CCB Meeting February 4, 2015_re

COM120800011

April 2, 2014 CCB Meeting Minutes_Verbatim Transcript_Wood, Grant_COM120800011

July 28, 2014 CCB Meeting Minutes Verbatim Transcript Wood, Grant COM120800011

Jack R. Brown, County Administrator 221 Palafox Place, Suite 420 Pensacola, Florida 32503

February 13, 2015

Dear Mr. Brown,

I appeal to the Escambia County Board of County Commissioners to review and reverse the February 4, 2015 Construction Competency Board decision to proceed with a Show Cause Hearing in the case of Gene and Maureen Valentino vs Grant J. Wood and Grantwood Contracting Co. Inc. Previously, a decision to stay had been granted in accordance with CCB's earlier policy to set aside hearings for complaints which had action pending in both the County or State Judicial System and the Construction Competency Board.

At the February 6, 2014 BCC meeting, Commissioner Valentino proposed and vehemently argued for a change in county ordinance to direct the Construction Competency Board to proceed with all active complaints without consideration of pending civil or legal action in State or County court. His actions and vote created a conflict in that the change of this County policy allowed Mr. Valentino to inappropriately use his position with the BCC for personal gain. Within days Mr. Valentino, through counsel, requested that the CCB reverse their prior action to stay the Show Cause hearing and move forward on a case before the CCB between Gene Valentino and Grant Wood, Grantwood Contracting.

An ethics complaint was filed with the State Commission on Ethics against Commissioner Valentino for his action at the BCC meeting February 6, 2014. The initial investigation has been completed and a probable cause hearing is scheduled for consideration at the March 6, 2015 Ethics Commission meeting. The Civil case between Gene and Maureen Valentino and Grantwood Contracting is scheduled for a pretrial hearing on July 13, 2015.

Citing undue influence and resulting due process violation contrary to public ethic laws, I appeal to the BCC to stay the February 4, 2014 decision of the CCB until the Florida Ethics Commission has completed its' findings and the civil litigation has been concluded. I ask that the findings of the Ethics Commission be added to my record of appeal at such time. THE CCB change in policy was moved for and voted on by a conflicted Commissioner who is directly benefiting from his influence over the precise CCB decision at issue. The CCB merely executed a new BBC policy on refusing stays in favor of civil actions lack of due process. Initially, in adopting the change and lifting the stay on previously stayed complaints the CCB failed to provide proper notice and afford me the opportunity to be heard before voting on lifting the stay. In the immediate meeting the CCB relied on the prior ratification and did not hear it de novo.

Commissioner Valentino actions give the appearance of impropriety and the sense citizens are hostage to the personal interests of those with power in office. I respectfully request your consideration in this matter.

Sincerely.

Grant J. Wood, President

Grantwood Contracting Co. Inc.

5532 Sea Spray Dr.

Pensacola, FL 32507

RR0066665/RC0444

grantwood@bellsouth.net

Sign In Sign Up LegalZone State of Florida

- Escambia County
 - « Code of Ordinances
 - Part I. Code Of Ordinances
 - Chapter 18. Businesses
 - · Article II. Construction Contractors
 - Division 2. Contractor Competency Board

§ 18-59. Appeals

Latest version.

- (a) Any person aggrieved by any decision or action of the county contractor competency board may petition the board of county commissioners of the county for review of such decision or action by the contractor competency board. A petition setting forth the action of the board sought to be reviewed, together with a statement of facts establishing petitioner's grievance, shall be filed with the clerk to the board of county commissioners within 20 days of the final action or decision for which review is sought. Upon the filing of the petition, any action taken by the competency board against the certification will be stayed, until the appeal is heard and decided by the board of county commissioners, and the contractor's ability to draw permits shall not be impaired by reason of the contractor competency board's action, unless it appears that the contractor's ability to draw permits will cause irreparable harm to the public at large or unless good cause is shown establishing that the contractor's ability to draw permits should be prohibited until the appeal is heard. Within 20 days of the filing of the petition, the board of county commissioners shall issue an order providing for a notice and time of hearing on the claim of petitioner before the board of county commissioners at its next regular meeting. Decisions of the board of county commissioners pursuant to this procedure shall be binding on the board and the aggrieved party; provided, however, that the rights of any aggrieved person to seek legal redress in a court of competent jurisdiction shall not be infringed.
- (b) At least 24 hours prior to the date set for the appeal, the competency board shall furnish the board of county commissioners with a record of the competency board hearing in question. The contractor competency board shall appoint one of its members to represent it, and the petitioner may appear in his own behalf or may be represented by an attorney.

г	ESCAUDIA COUNTY CON	TINACIUR CUM	TILIOI BOA	RD - PEBRUARY 4, 2015
				3
			1	PROCEEDINGS
	IN AND FOR ESCAMBIA COUNTY, F ESCAMBIA COUNTY CONTRACTOR COMPETE	NCY BOARD	2	MR. MATTHEWS: The Escambia County
			3	Contractor Competency Board session for
ļ			4	February the 4th, 2015, is now in session.
			09:01AM 5	Madam Secretary, do we have a quorum?
	Proceedings held before the Escambia C	ounty	6	MS. WHITE: Yes, sir, we do.
	Contractor Competency Board on Wednesday,		7	MR. MATTHEWS: Do we have proof of
	February 4, 2015, at the Escambia County Cen		8	publication and notification of this meeting?
	Complex, 3363 West Park Place, First Floor,	Pensacola,	9	MS. WHITE: Yes, sir. It was published in
	Florida, commencing at 9:00 a.m.		09:01AM 10	the Pensacola News Journal on January 31st,
	COMPETENCY BOARD:		11	2015.
	HR. SAM MENEZES		12	MR. MATTHEWS: Thank you. The minutes
	MR. LEROY WHITE MR. BRIAN BELL		13	have been published and presented to the
	HR. JOHN MATTHEWS HR. ERIC PICKETT		14	Board. I'll entertain a motion to approve the
	MR. ERWIN WATERS MR. HIKE BATCHELOR MR. DAVID SCHWARTZ		09:01AM 15	minutes.
	MR. VERRIS "MAC" MAGEE		16	MR. BELL: Move for approval.
	KERRA A. SHITH, ASSISTANT COUNTY ATTORNEY MEREDITH D. CRAWFORD, ASSISTANT COUNTY ATTOR	NEY	17	MR. SCHWARTZ: Second.
	BUILDING INSPECTIONS DEPARTMENT:		18	MR. MATTHEWS: A motion has been made and
	SUE GARRETT, BOARD SECRETARY	one	19	seconded to approve the minutes as published.
	DEB ASPLUND, INVESTIGATOR, BUILDING INSPECTI BECKY WHITE, ASSISTANT TO BOARD SECRETARY	uns	09:02AH 20	All those in favor?
	GENERAL PUBLIC		21	(Board members vote.)
			22	MR. MATTHEWS: Opposed.
			23	(None.)
			24	MR. MATTHEWS: The minutes are approved.
	TAYLOR REPORTING SERVICE 850.434.5954/800.321.5954 - REPORTERS TAYLORREPO		09:02AH 25	(The motion passed unanimously.)
			15:02A 25	, , , , , , , , , , , , , , , , , , , ,
		· · · · · · · · · · · · · · · · · · ·		850.434.5954/800.321.5954 - REPORTERS@TAYLORREPORTINGSERVICES.COM
		2	1	MR. MATTHEWS: We'll move to Item Number
			2	5, which is Public Forum, which is an
,	INDEX	<u>Page</u>	3	opportunity for the public to present any
3	1. Call to Order	3	4	questions and comments to the Board as long as
4	2. Determination of Quorum	3	_	
5	3. Proof of Publication	3	09:02AM 5	it does not pertain to an agenda item. Is
6	i 4. Approval of Minutes	3	_	there anyone who wishes to address the Board?
7	5. Public Forum	4	7	Being none, Board Secretary Status Report,
8		5	8	please.
9		6	9	MS. GARRETT: Mr. Chairman, I have nothing
11	•••	4	09:02AM 10	at this time, which doesn't mean that nothing
12		6	11	is moving, but I just didn't have time to
13	9. Written Communication - None	7	12	prepare it.
14	10. Public Hearing		13	MR. MATTHEWS: It got cold, didn't it?
15		9	14	MS. GARRETT: Yes, sir.
16	•	12	09:02AM 15	MR. MATTHEWS: We have no items of Old
17 18		14 21	16	Business before the Board.
19	• •	22	17	We'll move into Item Number 8, which is
20	• • • • • • • • • • • • • • • • • • • •	22	18	Contractor Application. Item 8-A, Jeff
21	CERTIFICATE OF REPORTER	33	19	Godwin, application for examination for
22			09:02AH 20	demolition contractor.
			21	MS. GARRETT: Mr. Chairman, Mr. Godwin is
23				hara. Hala applying for popularities to take
24			22	here. He's applying for application to take
			22	the demolition contractor exam. He meets all
24				11.1.2
24		RTINGSERVICES.COM	23	the demolition contractor exam. He meets all
24	850.434.5954/800.321.5954 - REPORTERSETAYLORREPO		23 24	the demolition contractor exam. He meets all the requirements and he would like to come to

	ESCAMBIA COUNTY CONTRACTOR COMP	PETENCY	BUARD - FEBRUART 4, 2015
	5		7
1	MR. MATTHEWS: Mr. Godwin, will you give	1	and the information forwarded from Santa Rosa
2	us your name and address, please, sir?	2	County.
3	MR. GODWIN: Jeff Godwin, 1238 Findley	3	MR. MATTHEWS: Mr. Tubb, do you want to
4	Drive.	4	say anything?
09:03AM 5	MR. MATTHEWS: All right. Do you have any	09:05AH 5	MR. TUBB: No, sir, other than I look
		6	forward to being able to work in your county.
7		7	MR. MATTHEWS: Very good. I'll entertain
8		8	a motion for approval.
9		وا	MR. WHITE: Motion to approve.
09:03AM 10		09:05AH 10	MR. SCHWARTZ: Second.
11		11	MR. MATTHEWS: A motion made and seconded.
12		12	Any discussion? All those in favor, say aye.
13		13	(Board members vote.)
14		14	MR. MATTHEWS: Opposed?
09:03AM 15		09:05AM 15	(None.)
16		16	MR. MATTHEWS: The application for
17		17	reciprocity for Andrew Neal Tubb is approved.
		18	(The motion passed unanimously.)
18	-	19	MR. MATTHEWS: Moving to Item 9, do we
19			_
09:03AH 20		09:05AM 20	have any Written Communication?
21		21	MS. GARRETT: No, sir, we have none.
22	•••	22	MR. MATTHEWS: Item 10-A, motion hearing.
23	•••	23	MS. GARRETT: Mr. Chairman, this is
24		24	regarding a motion that was filed by Mr. Grant
25	MR. MATTHEWS: A motion made and seconded	09:05AM 25	Wood related to a case that has been pending
	850.434.5954/800.321.5954 - REPORTERS@TAYLORREPORTINGSERVICES.COM		850.434.5954/800.321.5954 - REPORTERS@TAYLORREPORTINGSERVICES.COM
	6	ļ	8 (
1		1	since 2012. Mr. Wood is present, as is an
2		2	attorney from Wes Reeder's office. Andrea
3		3	Lyons is here. I believe that before he
4	(Court Manually	4	brings his motion forward I just wanted to
09:04AM 5	MR. MATTHEWS: Opposed?	09:05AH 5	remind the Board of some of the events that
6	(None.)	6	have happened, just a time line.
7	MR. MATTHEWS: The motion is approved.	7	This complaint was filed August 2nd, 2012.
8	(The motion passed unanimously.)	8	A motion for stay was granted in 2013. It was
9	MR. MATTHEWS: Item 8-B, Andrew Neal Tubb,	9	put back on the agenda, requested to be put
09:04AH 10	application for reciprocity for	09:06AM 10	back on the agenda in January of 2014 to lift
11	sprinkler/irrigation contractor.	11	the stay. The Board lifted the stay April the
12	MS. GARRETT: Mr. Chairman, Mr. Tubb is	12	2nd, 2014. We had no meeting in May due to
13	also here. He has applied for an application	13	the flood and no meeting in June due to the
14	for irrigation/sprinkler. He has been working	14	flood and we were waiting on reappointment of
09:04AH 15	in Santa Rosa and they have recently began	09:06AH 15	members. And then the 28th of July the Board
16	requiring their irrigation contractors to	16	reaffirmed the actions that it took on April
17	become licensed. He took the exam recently,	17	the 2nd, 2014. And today Mr. Wood is here
	made excellent scores on it. He meets all the	18	representing himself to present his motion to
18	made excellent scores on it. The meets all the		
18 19		19	determine stay, so I will yield to Mr. Wood at
}	requirements of the Statute other than at the	19 09:07AM 20	determine stay, so I will yield to Mr. Wood at this time.
19	requirements of the Statute other than at the time of application he did not have an		·
19 09:04AM 20	requirements of the Statute other than at the time of application he did not have an experience verification form, but in the	09:07AM 20	this time.
19 ‱очан 20 21	requirements of the Statute other than at the time of application he did not have an experience verification form, but in the meantime he has provided that, so as far as	оя:отам 20 21	this time. MR. MATTHEWS: To confirm that the stay
19 09:04AM 20 21 22	requirements of the Statute other than at the time of application he did not have an experience verification form, but in the meantime he has provided that, so as far as staff goes he meets the requirement of the	09:07AM 20 21 22	this time. MR. MATTHEWS: To confirm that the stay has been lifted.
19 09:04AM 20 21 22 23	requirements of the Statute other than at the time of application he did not have an experience verification form, but in the meantime he has provided that, so as far as staff goes he meets the requirement of the four-years hands on experience based on the	09:07AM 20 21 22 23	this time. MR. MATTHEWS: To confirm that the stay has been lifted. MS. GARRETT: The Board lifted the stay

	ESCAMBIA COUNTY CONTRACTOR COMP	ETENCY	BOARD - FEBRUARY 4, 2015
	9		11
1	yield to Ms. Smith on that.	1	to the law it appears that even if the matter
2	MS. SMITH: Mr. Chairman, this is really a	2	was not waived, both arguments were
3	legal issue. On April the 2nd of last year	3	considered, both at the initial hearing and
4	counsel for Mr. Wood at that time was Eric	4	then via the transcript at the July meeting.
09:07AM 5	Mead, and counsel for the homeowner,	09:10AM 5	Based upon Mr. Wood's motion and previous
6	Mr. Valentino, which at that time was	6	communication with his counsel, Mr. Wood
7	Ms. Lyons, appeared before the Board on	7	questions the validity of lifting of the stay.
8	Mr. Valentino's motion to lift the stay. At	8	So at this point again, that's based on the
9	that time both counsel presented argument as	9	lack of quorum issue from back in April that
09:07AM 10	to why the stay should or should not be	09:10AM 10	was not objected to and was not appealed.
11	lifted. The Board voted to lift the stay.	11	At this point the Board needs to determine
12	The transcript of that hearing is in your	12	whether it wishes to ratify the prior action
13	backup for today's meeting.	13	to lift the stay or reverse its prior action,
14	At that meeting there were six members of	14	which would result in the stay remaining in
09:08AM 15	the Board present. Neither party at that time	99:11AH 15	place based upon the arguments presented by
16	raised an objection to the composition of the	16	Mr. Wood here at this hearing today. That's
17	Board at that particular meeting and neither	17	the issue before you at this time.
18	party appealed the Board's action to lift the	18	MR. MATTHEWS: I want to clarify that, in
19	stay.	19	fact, the issue of a quorum or not has no
09:08AM 20	After the appeal window closed for that	99:11AM 20	bearing on the lifting of the stay as of
21	particular action, the case was set for a show	21	today.
22	cause hearing. Upon receipt of the notice of	22	MS. SMITH: As of today what you're
23	hearing, Mr. Mead then raised objections to	23	determining is whether you want to ratify that
24	the quorum that was at the April meeting.	24	previous action and determine whether you want
09:08AM 25	There is case law out there from the	00:11AM 25	the stay lifted and you want the case set for
	850.434.5954/800.321.5954 - REPORTERS@TAYLORREPORTINGSERVICES.COM		850.434.5954/800.321.5954 - REPORTERS@TAYLORREPORTINGSERVICES.COM
	10		12
1	Supreme Court of Florida that indicates that	1	hearing or you wish to reverse action and
2	failure to raise an objection to the required	2	leave it in place. Certainly I would
3	membership of a committee or board at the	3	encourage Mr. Wood at his leisure to come up
4	hearing constitutes a waiver of that issue.	4	and make his argument.
09:08AH 5	Additional case law indicates that failure	09:11AM 5	MR. MATTHEWS: Is Mr. Wood here?
6	to raise a quorum issue is tantamount to	6	MR. WOOD: Yes, I am.
7	stipulation to the lack of quorum regardless	7	MR. MATTHEWS: If you would like to make
8	of the quorum requirements.	8	your presentation, give us your name and
9	So based upon the case law it appears that	9	address, please, sir.
09:09AH 10	the issue of whether or not there was a quorum	09:11AM 10	(Motion by Mr. Wood.)
11	at the April meeting was waived by failure to	11	MR. WOOD: My name is Grant Wood,
12	object and lack of an appeal.	12	President of Grant Wood Contracting. My
13	At the July board meeting the Board took	13	address is 5532 Sea Spray Drive, Pensacola,
14	administrative action to ratify all of the	14	Florida.
09:09AM 15	action that was taken at the April meeting.	09:12AM 15	The reason I'm here on my own today is
16	There was not a quasi-judicial hearing held on	16	directly related to the issue that we're
17	this particular case in the July meeting. It	17	discussing. For as long as I think anybody on
18	was an administrative action to ratify all the	18	the Board can remember, whenever there were
19	action including approval of the minutes and	19	two cases or a case coming in that had action
09:09AH 20	all the things that take place at your	09:12AM 20	pending in civil court, and we do have a date,
21	meetings.	21	I think it's July 27th, for a hearing, a final
22	In that action the Board had the benefit	22	hearing on this matter, and a case before the
23	of the complete transcript of the April	23	Competency Board at the same time it's always
24	meeting, which included the arguments of both	24	been the policy of the Competency Board to
09:10AM 25	counsel related to this issue. So according 850.434.5954/800.321.5954 - REPORTERS@TAYLORREPORTINGSERVICES.COM	09:12AM 25	defer action on that case until the action in 850.434.5954/800.321.5954 - REPORTERS@TAYLORREPORTINGSERVICES.COM

	13		15
١.	in the County Court had been resolved. Due to	1	Sheppard and Condon, 30 South Spring Street,
1		2	Pensacola, Florida. As was presented I
2	•	3	represent along with Mr. Wes Reeder,
3	which it's going on its third year now before	4	Mr. Valentino. I was here last April. In the
4	the Board, I had to make a decision as to	l <u> </u>	lack of respecting everyone's time, I'm not
09:12AM 5	whether or not frankly, I just couldn't	09:15AM 5	,
6	afford to have my attorney go to both. Now,	6	going to go over the arguments made. You
7	•	7	already have the transcript at your disposal
8	I have to have him concentrate his efforts on	8	there.
9	the civil matter in Escambia County Court.	9	There have been no grounds that have been
09:12AM 10	Frankly I feel a little more comfortable	09:15AM 10	brought before you today to reverse the
11	addressing people who work in my business than	11	previous decision. We've been back and forth
12		12	with this issue for almost going on three
13	it at the same time.	13	years now. As was argued in the April meeting
14	•	14	the civil matter has stood at a stalemate for
09:13AM 15	motion made by Mr. Valentino during a County	09:15AM 15	a very long time. The fact that there is or
16	Commission meeting, which is kind of ironic.	16	is not a July hearing doesn't mean that it's
17	In a similar case of Tim Duggins and	17	going to go forward. The petitioner in that
18	Mr. McClammy, I don't know the exact status of	18	matter has stalled matters. I would just
19	that, but I think when that case was brought	19	submit to you there has been absolutely no
09:13AM 20	before the County Commission the County	09:15AM 20	evidence or testimony or anything brought
21	Commission voted to continue the stay on that	21	before you to reverse the previous decision to
22	particular case until any action in County	22	lift the stay.
23	Court was completed. However, even though	23	In addition to that, I believe there was
24	this case was going on at the same time	24	new policy that was passed and it's now the
09:13AM 25	period, it was elected to continue action	09:16AM 25	policy of the Board to not stay matters, from
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	14		16
1	before the Competency Board.	1	what I understand.
2	And I just request for all the obvious	2	In addition to the comment made as to
3	reasons that we defer any action before the	3	Mr. Valentino's action or inaction, that's not
4	Competency Board until July 27th or plus or	4	before you today, so I would ask that you
09:14AH 5	minus I can't give you the exact date. I	09:16AM 5	disregard any comment. We're dealing with
6	left my phone in the car, apparently until	6	those issues in the forum where it's
7	after that is completed and then we can do	7	appropriate.
8	whatever we need to do.	8	I would just ask that you as far as
9	It's just the any testimony in front of	9	determining the stay, there has been no change
09:14AM 10	the Board could jeopardize the case in County	09:16AM 10	and so I would just ask that you determine
11	Court and vice versa. You've got the expense	11	that this be moved to a show cause hearing. I
	•	12	believe there have been discussions and we
12	of dealing with both at the same time and at		Delicate dicite have been discussions and the
12 13	of dealing with both at the same time and at the same time we're trying to make a living	13	have narrowed down some dates for that to
ľ	of dealing with both at the same time and at the same time we're trying to make a living and run a business.	13 14	have narrowed down some dates for that to
13	the same time we're trying to make a living and run a business.		have narrowed down some dates for that to proceed with all parties, absent even
13 14	the same time we're trying to make a living and run a business. MR. MATTHEWS: Any questions by the Board?	14	have narrowed down some dates for that to proceed with all parties, absent even Mr. Mead. So I would ask that in response to
13 14 09:14AM 15	the same time we're trying to make a living and run a business. MR. MATTHEWS: Any questions by the Board?	14 09:16AM 15 16	have narrowed down some dates for that to proceed with all parties, absent even Mr. Mead. So I would ask that in response to Mr. Wood's motion that you verify that the
13 14 09:14AM 15 16	the same time we're trying to make a living and run a business. MR. MATTHEWS: Any questions by the Board? Being none, thank you, Mr. Wood.	14 09:16AM 15	have narrowed down some dates for that to proceed with all parties, absent even Mr. Mead. So I would ask that in response to Mr. Wood's motion that you verify that the stay has been lifted and we may proceed with
13 14 00:14AM 15 16 17	the same time we're trying to make a living and run a business. MR. MATTHEWS: Any questions by the Board? Being none, thank you, Mr. Wood. Staff. MS. GARRETT: Ms. Lyons is here	14 09:16AM 15 16 17	have narrowed down some dates for that to proceed with all parties, absent even Mr. Mead. So I would ask that in response to Mr. Wood's motion that you verify that the stay has been lifted and we may proceed with the show cause hearing.
13 14 09:14AM 15 16 17 18	the same time we're trying to make a living and run a business. MR. MATTHEWS: Any questions by the Board? Being none, thank you, Mr. Wood. Staff. MS. GARRETT: Ms. Lyons is here representing the Valentinos.	14 09:16AM 15 16 17 18	have narrowed down some dates for that to proceed with all parties, absent even Mr. Mead. So I would ask that in response to Mr. Wood's motion that you verify that the stay has been lifted and we may proceed with the show cause hearing. MR. MATTHEWS: Any questions? All right.
13 14 09:14AM 15 16 17 18	the same time we're trying to make a living and run a business. MR. MATTHEWS: Any questions by the Board? Being none, thank you, Mr. Wood. Staff. MS. GARRETT: Ms. Lyons is here representing the Valentinos. MR. MATTHEWS: Ms. Lyons?	14 00:16AM 15 16 17 18 19 00:16AM 20	have narrowed down some dates for that to proceed with all parties, absent even Mr. Mead. So I would ask that in response to Mr. Wood's motion that you verify that the stay has been lifted and we may proceed with the show cause hearing. MR. MATTHEWS: Any questions? All right. Thank you.
13 14 09:14AM 15 16 17 18 19	the same time we're trying to make a living and run a business. MR. MATTHEWS: Any questions by the Board? Being none, thank you, Mr. Wood. Staff. MS. GARRETT: Ms. Lyons is here representing the Valentinos. MR. MATTHEWS: Ms. Lyons? MS. LYONS: Yes, if I may.	14 09:15AM 15 16 17 18 19	have narrowed down some dates for that to proceed with all parties, absent even Mr. Mead. So I would ask that in response to Mr. Wood's motion that you verify that the stay has been lifted and we may proceed with the show cause hearing. MR. MATTHEWS: Any questions? All right. Thank you. MS. GARRETT: Mr. Chairman, just to
13 14 00:14AM 15 16 17 18 19 00:14AM 20 21	the same time we're trying to make a living and run a business. MR. MATTHEWS: Any questions by the Board? Being none, thank you, Mr. Wood. Staff. MS. GARRETT: Ms. Lyons is here representing the Valentinos. MR. MATTHEWS: Ms. Lyons? MS. LYONS: Yes, if I may. MR. MATTHEWS: Give us your name and	14 00:14AM 15 16 17 18 19 00:14AM 20 21	have narrowed down some dates for that to proceed with all parties, absent even Mr. Mead. So I would ask that in response to Mr. Wood's motion that you verify that the stay has been lifted and we may proceed with the show cause hearing. MR. MATTHEWS: Any questions? All right. Thank you. MS. GARRETT: Mr. Chairman, just to clarify a comment from Mr. Wood, the
13 14 09:14AM 15 16 17 18 19 09:14AM 20 21 22	the same time we're trying to make a living and run a business. MR. MATTHEWS: Any questions by the Board? Being none, thank you, Mr. Wood. Staff. MS. GARRETT: Ms. Lyons is here representing the Valentinos. MR. MATTHEWS: Ms. Lyons? MS. LYONS: Yes, if I may. MR. MATTHEWS: Give us your name and address, please.	14 00:16AM 15 16 17 18 19 00:16AM 20 21 22	have narrowed down some dates for that to proceed with all parties, absent even Mr. Mead. So I would ask that in response to Mr. Wood's motion that you verify that the stay has been lifted and we may proceed with the show cause hearing. MR. MATTHEWS: Any questions? All right. Thank you. MS. GARRETT: Mr. Chairman, just to clarify a comment from Mr. Wood, the McClammy/Duggins matter, the Contractor
13 14 09:14AM 15 16 17 18 19 09:14AM 20 21 22 23 24	the same time we're trying to make a living and run a business. MR. MATTHEWS: Any questions by the Board? Being none, thank you, Mr. Wood. Staff. MS. GARRETT: Ms. Lyons is here representing the Valentinos. MR. MATTHEWS: Ms. Lyons? MS. LYONS: Yes, if I may. MR. MATTHEWS: Give us your name and address, please. (Argument by Ms. Lyons.)	14 00:10AM 15 16 17 18 19 00:10AM 20 21 22 23 24	have narrowed down some dates for that to proceed with all parties, absent even Mr. Mead. So I would ask that in response to Mr. Wood's motion that you verify that the stay has been lifted and we may proceed with the show cause hearing. MR. MATTHEWS: Any questions? All right. Thank you. MS. GARRETT: Mr. Chairman, just to clarify a comment from Mr. Wood, the McClammy/Duggins matter, the Contractor Competency Board did lift that stay also on
13 14 09:14AM 15 16 17 18 19 09:14AM 20 21 22 23	the same time we're trying to make a living and run a business. MR. MATTHEWS: Any questions by the Board? Being none, thank you, Mr. Wood. Staff. MS. GARRETT: Ms. Lyons is here representing the Valentinos. MR. MATTHEWS: Ms. Lyons? MS. LYONS: Yes, if I may. MR. MATTHEWS: Give us your name and address, please.	14 00:16AM 15 16 17 18 19 00:16AM 20 21 22 23	have narrowed down some dates for that to proceed with all parties, absent even Mr. Mead. So I would ask that in response to Mr. Wood's motion that you verify that the stay has been lifted and we may proceed with the show cause hearing. MR. MATTHEWS: Any questions? All right. Thank you. MS. GARRETT: Mr. Chairman, just to clarify a comment from Mr. Wood, the McClammy/Duggins matter, the Contractor

	ESCAMBIA COUNTY CONTRACTOR COMP	LIENCI	
	17		19
1	Mr. Wood's matter was right behind it.	1	MR. BATCHELOR: We're lifting the stay?
2	Mr. Mead was running late that day, so that	2	MR. MATTHEWS: The stay we've already
3	motion was argued and the stay was lifted on	3	lifted the stay. We already lifted the stay.
4	that day and that matter kind of resolved	4	We're upholding that decision, if we vote in
09:17AM 5	itself out, the parties settled.	09:19АМ 5	the affirmative.
6	MR. WOOD: Wasn't it lifted here and then	6	I would like to ask the maker of the
7	he brought it to the Board of County	7	motion to add that it be moved to a
8	Commissioners and at that point in time they	8	disciplinary hearing.
9	decided to uphold it?	9	MR. BELL: I will add to that motion.
09:17AH 10	MS. GARRETT: There was an earlier action	09:19AM 10	MS. SMITH: That would be the ordinary
11	that was appealed to the Board of County	11	consequences.
12	Commissioners and then it came back here for a	12	MR. MATTHEWS: Then you don't have to make
13	hearing on April the 2nd and the Board lifted	13	a motion.
14	the stay.	14	We have a motion to maintain the decision
09:17AN 15	MR. WOOD: So the Board, the Competency	09:19AH 15	made on April the 2nd by the Contractor
16	Board, overruled the Board of County	16	Competency Board, which is to maintain the
17	Commissioners; is that what we're saying?	17	lifting of the stay. Anymore discussion?
18	MS, GARRETT: I don't remember the exact	18	MR. SCHWARTZ: I have a question. I
19	actions the Board took on February the 6th.	19	didn't check the record. I think I was out of
09:17AM 20	MR. MATTHEWS: It didn't overrule. The	09:19AM 20	town for that meeting, but I do have a
21	County Commissioners sent it back to us for	21	question.
22	consideration. It hasn't been overruled.	22	MR. WHITE: You were here.
23	MR. WOOD: I understand. For some reason	23	MR. SCHWARTZ: I was?
23 24	or another I was not aware, neither myself nor	24	MR. WHITE: Batchelor wasn't here.
		09:19AM 25	MR. SCHWARTZ: Would the decision by the
99:18АН 25	Mr. Mead were aware of any action that was	09:19AM Z3	850.434.5954/800.321.5954 - REPORTERS@TAYLORREPORTINGSERVICES.COM
	850.434.5954/800.321.5954 - REPORTERS@TAYLORREPORTINGSERVICES.COM		20
	18	1	County Commissioners of I think it was a
1	taken in April of last year.	2	general action for us to proceed on to keep
2	MR. MATTHEWS: Mr. Wood, that issue has	3	our work separate so we would not put a stay
3	nothing to do with the issue before this	4	or hold on any actions that were both civil
4	Board.		and Competency Board issues. Would the fact
09:18AH 5	MS. GARRETT: Mr. Chairman, he was here	09:20AM 5	• •
6	April 2nd, Mr. Mead and Mr. Wood was here.	6	that it be hindered by a litigant in this
7	MR. MATTHEWS: That action has nothing to	7	situation have any clout on what we're doing
8	do with the motion before the Board. Thank	8	here?
9	you.	9	MS. SMITH: Let me clarify a few things,
09:18AM 10	MR. BELL: Question. Are we looking at	09:20AM 10	Mr. Schwartz. The policy that you referenced,
11	ratifying or affirming the prior decision?	11	the motion to lift the stay was made prior to
12	MR. MATTHEWS: We are looking at upholding	12	that policy being implemented. You, as the
13	the decision that was made at the April board	13	Board, have the authority to lift a previously
14	meeting.	14	implemented stay.
09:18AH 15	MR. BELL: May I go ahead and make a	09:21AM 15	The ethics issue is being handled by the
16	motion	16	Commission on Ethics and they have indicated
17	MR. MATTHEWS: Yes, you may.	17	that there is not a reason to put this case on
18	MR. BELL: to uphold the prior	18	hold regarding that issue.
19	decision?	19	The issue before you is simply the
09:18AM 20	MR. MATTHEWS: A motion has been made to	09:21AM 20	determination of whether you want to ratify
21	uphold the previous decision of the Contractor	21	previous action to proceed in this case and
22	Competency Board on this issue of Wood versus	22	make a determination regarding the underlying
23	Valentino. Is there a second?	23	allegations made by the homeowner as you would
24	MR. MENEZES: Second.	24	in any other case.
09:19AM 25	MR. MATTHEWS: Any discussion?	09:21AM 25	MR. SCHWARTZ: Thank you very much.
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of 14 shee		o 20 of 33	02/20/2015 09:47:12 AM

	ESCAMBIA COUNTY CONTRACTOR COMP	EIENCI	DOARD - TEDROART 4, 2013
	21		23
1	MR. MATTHEWS: Any other discussion? All	1	MS. GARRETT: He made a payment on
2	those in favor of the motion, signify by	2	December the 8th, a payment on January the
3 3 4 00:21AM 5	saying aye.	3	7th, and payment today, so that's three of the
4	(Board members vote.)	4	12 he was required to start paying in October,
€ 09:21AM 5	MR. MATTHEWS: All those opposed?	09:24AM 5	so he had October, November, December, January
6	(None.)	6	and February is not due yet. So he's two
6 7 8	MR. MATTHEWS: Being no nos, the motion is	7	payments short to be caught up. February 10th
3 8	approved.	8	will roll in another one. So that's why we're
) 9	(The motion passed unanimously.)	9	here today. We're continuing.
09:22AM 10	MS. GARRETT: So the next step would be to	09:24AM 10	We need to swear Mr. Villegas and
7 11	set it for a show cause hearing. We are	11	Ms. Asplund.
12	looking at setting it later this month, which	12	(Antonio Villegas and Deb Asplund sworn.)
Ψ ₁₃	would be a special meeting of this Board, if	13	MS. GARRETT: So at this point in time
14	we can get we have to get a quorum date.	14	staff is you know, we really don't control
309:22AH 15	I've obtained dates from Ms. Smith and	09:25AM 15	the restitution payments in this matter. He
16	Ms. Crawford and I'm waiting on Mr. Reeder and	16	does bring them here and Ms. Asplund calls the
17	I've obtained dates from Mr. Wood already.	17	homeowner because the homeowner has requested
18	MR. MATTHEWS: Thank you.	18	that it be that way. However, the Board's
19	Moving on to Item 10-B, Gregory Scott	19	order was that he pay restitution first in
09:22AM 20	Robinson.	09125AH 20	equal monthly installments for 12 months, and
21	MS. GARRETT: Mr. Chairman, I would ask	21	then after that he would begin paying on the
22	that the Board drop this matter. The attorney	22	fine and the administrative costs in 12 equal
23	that requested it be brought back before the	23	payments. So this is where we're at right
24	Board is no longer representing Mr. Robinson.	24	now, he owes two and he will have another one
09:22АМ 25	We've set it twice now and he's failed to	09:25AM 25	February the 10th and, you know, it's been
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	22		24
1	appear and staff is going to proceed with	1	like every month.
2	recording the lien based off of the citation	2	MR. MATTHEWS: Okay. You had a question.
3	that y'all issued back in October or whenever	3	MR. PICKETT: She just clarified it.
4	it was.	4	MR. MATTHEWS: Does anybody have any
09:22AM 5	MR. MATTHEWS: So be it.	09:26AM 5	questions of Mr. Villegas?
6	Moving to Item 11-A, Disciplinary Hearing.	6	MR. WHITE: He's making payments on time
7	MS. GARRETT: Mr. Chairman, this is a	7	now pretty much?
8	continuation from the last meeting wherein	8	MS. GARRETT: No, sir.
9	y'all gave Mr. Villegas some time to make	9	Mr. Villegas, do you know what your
09:23AM 10	restitution payments. Mr. Villegas is here, I	09:26AM 10	intent can you express to the Board your
11	believe. Since that time he's made this	11	intent of getting caught up and staying caught
12	payment he's made three payments total, so	12	up to get this taken care of?
13	he's behind still the payments for, I guess,	13	MR. VILLEGAS: Well, my intent is to
14	this month.	14	ultimately pay. The reason why I am behind I
09:23AM 15	Anyway, what we're going to ask at this	09:26AH 15	was trying to see documentation prior to me
16	time is for Mr. Villegas to come forward.	16	paying restitution. I didn't see any of that
17	He's apparently brought a money order for one	17	until two, I guess, two months later after the
18	restitution payment. Give me just a second	18	Board had convened. Once I finally received
19	while he's coming forward.	19	those documents, again, I thought they wasn't
09:24AM 20	MR. MATTHEWS: Mr. Villegas, would you	09:26AM 20	quite fair. I think they were pretty much
21	come forward and give us your name and your	21	made up, but my intention is to pay the total
22	address, please, sir?	22	amount of restitution.
23	MR. VILLEGAS: Yes, sir. Antonio	23	It's been going on for quite sometime.
24	Villegas, 112 Carrier Drive, Pensacola,	24	Because of this incident my insurance rate
09:24AM 25	Florida 32506.	09:27AM 25	went up. I've lost business, so it has been
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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

loriwood | @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; 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; and to Kathy Peterson, Administrative Supervisor, Building

Inspections Division, Escambia County Development Services Dept., 3363 Wes	st Park Place,
Pensacola, FL 32505, KAPETERS@co.escambia.fl.us; on this day of Janua	ry, 2015.
GRANT J. WOOD	

	CONTRAC	TOR COMPETENCY	BUARD - A	AFRIL 2, 2014
				3
			1	* * *
	IN AND FOR ESCAHBIA COUNTY, FLORIDA ESCAHBIA COUNTY CONTRACTOR COMPETENCY BOARD		2	EXCERPT OF PROCEEDINGS
			3	MR. MATTHEWS: Item B.
			4	MS. GARRETT: Mr. Chairman, just for
			09:11AM 5	information, this is letting you know that we
	Excerpt of Proceedings held before	the Escambia	6	received copies of notice of appeal with a
	County Contractor Competency Board, on W	ednesday ,	7	concurrent request to relinquish and reserve
	April 2, 2014, at the Escambia County Ce	ntral Office	8	as to jurisdiction and an order from Judge
	Complex, 3363 West Park Place, First Flo	or, Pensacola,	9	Jones on that petition and then subsequently
	Florida, commencing at 9:00 a.m.		09:11AM 10	an order objecting to the finding of
	COMPETENCY BOARD:		11	untimeliness filing in Mr. Mitchell's prior
	MR. SAM HENEZES		12	petition for relinquishing jurisdiction. The
	MR. JAMES REYNOLDS MR. LEROY WHITE		13	Board doesn't really need to take any action.
1	MR. JOHN MATTHEWS MR. DAVID SCHWARTZ		14	I was just letting you know that we did
	HR. VERNIS "MAC" MAGEE	,	09:12AM 15	receive this document and that's sitting in
	KERRA A. SMITH, ASSISTANT COUNTY ATTORNED BUILDING INSPECTIONS DEPARTMENT:		16	another jurisdiction right now. I don't think
	SUE GARRETT, BOARD SECRETARY		17	it has any adverse effect on what we're going
	DEB ASPLUND, INVESTIGATOR, BUILDING INSPE PETERSON, ADMINISTRATIVE SUPERVISOR	CTIONS KATHY	18	to be doing here today.
	GENERAL PUBLIC		19	MS. SMITH: It's actually not a
			09:12AM 20	jurisdictional issue. Mr. Mitchell represents
			21	Mr. McClammy in the Duggins Carpet matter
			22	which I'm sure was appealed to the Board of
			23	County Commissioners and since the Board of
1			24	County Commissioners upheld your decision to
	TAYLOR REPORTING SERV 850,434,5954/800,321,5954 - REPORTERS ET AYLOR		09:12AM 25	
			09:12AM 23	impose a stay, Mr. McClammy appealed that to
-				850.434.5954/800.321.5954 - REPORTERS@TAYLORREPORTINGSERVICES.COM
		2	1	the Circuit Court. The Circuit Court
			2	dismissed the appeal, so there is no open case
1		Page	3	in Circuit Court as far as would create a
2 3	•	3	4	
4	Item 8.A	4	1 _	jurisdictional conflict. Judge Jones
5		8	09:13AM 5	dismissed that as untimely filed and unripe.
6	Item 8.C	36	6	So you don't have to worry about jurisdiction
7	Item 8.D	55	7	on that.
8		75	8	MS. GARRETT: This is just for information
9		80	9	letting you know that we received copies of
10		95 102	09:13AM 10	those for the Board.
12		104	11	MR. MATTHEWS: Very good. Let's move to
13		135	12	Item 8, Show Cause Hearing.
14			13	MS. GARRETT: Mr. Chairman, Item 8.A is a
15			14	motion hearing on Complaint Number 120800011,
16			09:13AM 15	Valentino versus Grant Wood and Grant Wood
17			16	Contracting Company, Incorporated. The motion
18			17	to lift stay was filed by Wes Reeder on behalf
20			18	of the complainant homeowners.
21			19	Just for information this Board granted a
22			09:13AM 20	stay on May 15, 2013 by a vote of six to
23			21	three. And I'm not sure who is here.
24			22	MS. LYONS: My name is Andrea Lyons and I
25	•		23	am here on behalf of
			24	MR. MATTHEWS: Your address, please.
	TAYLOR REPORTING SERVICES, INCO	RPORATED	09:14AM 25	MS. LYONS: Oh, I'm sorry. Yes, 30 South
				850.434.5954/800.321.5954 - REPORTERS@TAYLORREPORTINGSERVICES.COM
1 of 51 sheets		Page 1 to	o 4 of 135	04/23/2014 08:31:54 PM

	CONTINUOTOR COMETENCY		
	5		7
1	Spring Street, Pensacola, Florida. I	1	remind the Board that he doesn't absolutely
2	represent the complainant along with Wes	2	relinquish his rights as a homeowner just
3	Reeder. I'm from Emmanuel Shepard and Condon.	3	because he serves on the Board of County
4	We're here this morning on the motion for	4	Commissioners, as well.
09:14AM 5	relief from the lift of stay. As you just	09:16AM 5	So we're here today asking you to
6	heard there was a stay that was put in effect	6	reconsider the stay that was put into place
7	by the Board last May by a six to three vote	7	based upon the fact that there is now a new
8	on a discretionary basis on the advice of the	8	policy that's not into effect now, soon will
9	Board's attorney, from my understanding.	9	be, and the fact that the argument made last
09:14AM 10	Since Board made this decision several things	09:17AM 10	time, which the Board used its discretionary
11	have change. I believe at the original	11	powers to put the stay into place, that the
12	hearing it was argued by the opponent in this	12	issues were being heard in State court, that
13	matter that there was a pending State court	13	argument is no longer viable with the fact
14	action, in State court, which is a true	14	that there's been no action. I do have a copy
09:14AM 15	statement. And it was argued that the same	09:17AM 15	of the State court document if you would like
16	issues would be argued over there, therefore,	16	to see that for confirmation. So I just ask
17	a stay should be put into effect. Several	17	that you would reconsider and lift that stay
18	things have changed since stay was put into	18	that was put into effect.
19	play. One being the fact that the opponent in	19	MS. GARRETT: Mr. Chairman, if I may,
09:15AM 20	our complaint, who is the plaintiff in State	09:17AM 20	Mr. Wood is present and Mr. Mead is supposed
21	court, has proceeded with absolutely no action	21	to be here. He is trying to find out if he's
22	in the State court proceeding. There has been	22	been held up or what his status is. He's in
23	one thing filed by the plaintiff to move those	23	the back trying to call him now. They were
24	proceedings along, first of all.	24	properly noticed, but I just wanted to let you
09:15AM 25	Second of all, I would like to note that	09:17AM 25	know that he's supposed to be here.
1	·		
1	850.434.5954/800.321.5954 - REPORTERS@TAYLORREPORTINGSERVICES.COM		850.434.5954/800.321.5954 - REPORTERS@TAYLORREPORTINGSERVICES.COM
	6		8
1		1	
1 2	6	1 2	8
ì	from the beginning and it still stands that		MR. WOOD: He's en route.
2	from the beginning and it still stands that the relief requested is disciplinary which is	2	MR. WOOD: He's en route. MS. GARRETT: Okay.
3	from the beginning and it still stands that the relief requested is disciplinary which is not relief that can be granted in the State	2	8 MR. WOOD: He's en route. MS. GARRETT: Okay. MR. MATTHEWS: Any questions at this
2 3 4	from the beginning and it still stands that the relief requested is disciplinary which is not relief that can be granted in the State court arena. The second thing that has	2 3 4	8 MR. WOOD: He's en route. MS. GARRETT: Okay. MR. MATTHEWS: Any questions at this point?
2 3 4 09:18AM 5	from the beginning and it still stands that the relief requested is disciplinary which is not relief that can be granted in the State court arena. The second thing that has changed other than the fact there has been	2 3 4 09:17AM 5	MR. WOOD: He's en route. MS. GARRETT: Okay. MR. MATTHEWS: Any questions at this point? MR. REYNOLDS: I would like to postpone
2 3 4 09:18AM 5 6	from the beginning and it still stands that the relief requested is disciplinary which is not relief that can be granted in the State court arena. The second thing that has changed other than the fact there has been nothing moving forward in the State court	2 3 4 09:17AM 5 6	MR. WOOD: He's en route. MS. GARRETT: Okay. MR. MATTHEWS: Any questions at this point? MR. REYNOLDS: I would like to postpone this particular one until the contractor has
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	CONTRACTOR COMPETENCY	BOAND -	APRIL 2, 2014
	9		11
1	MR. MATTHEWS: Give us your name and	1	our waking life at work. Okay. That scared
2	address.	2	me. Some people don't spend 80. Some people
3	MR. MITCHELL: Yes, sir. My name is Wayne	3	spend more than 80. The point is all that
4	Mitchell. I live at 6581 Augustine Creek	4	waking time during our life we've got to be
09:19AM 5	Court, Tallahassee. Thank you, gentlemen, for	09:21AM 5	learning something and it's called experience
6	allowing me to come here this morning.	6	and the experience we gain at some point we
7	We have a very short motion that's before	7	hope becomes valuable and then we can market
8	you. In fact, we were the party who asked the	8	that and we get paid more or we have the skill
9	Board of County Commissioners to look at the	9	or experience to sit on a specialty board. So
09:19AM 10	decision to grant the stay. And as you heard	09:21AM 10	I took the liberty of just kind of coughing
11	they upheld the stay, but as a result of that,	11	out for you some of those case decisions. I'm
12	I guess, I would essentially call the	12	not going to go into all the details. You can
13	Duggins/McClammy ordinance or policy, whatever	13	read it and look at it at your leisure when
14	the status it's in at this point, they kind of	14	you want to, but I'll just sum it up for you.
09:19AM 15	gave some feedback as to what their preference	09:22AM 15	Administrative boards are usually provided
16	would be for these kind of cases.	16	for the consideration and review and I'm
17	So following that, following them kind of	17	summarizing of those issues. In this case
18	weighing in on what they feel should be the	18	it was a zoning board, of those zoning
19	procedure for issues that come before this	19	problems. It could be contractor issues.
09:19AM 20	Board, we filed a motion to lift the stay.	09:22AM 20	They're made up of local people. They have
21	It's a brand new motion. This Board has never	21	the advantage of full local information as to
22	seen this motion and the relief we're	22	the reasons behind the regulations they
23	requesting at this point is to allow that stay	23	enforce. Their findings, while not always
24	to be lifted and allow the charged violator to	24	conclusive, they're very helpful in the
09:20AM 25	appear before this Board. And the reason	09:22AM 25	ultimate determination of the rights of the
05.100.7	850.434.5954/800.321.5954 - REPORTERS@TAYLORREPORTINGSERVICES.COM	09:22AR 25	850.434.5954/800.321.5954 - REPORTERS@TAYLORREPORTINGSERVICES.COM
	10	 	
1	being, this Board has experience, the	1	parties. Such boards should at least be given
2	technical skill and the knowledge and in some	2	an opportunity to afford relief. If they
3	cases licensure that's really indicated for	3	won't at least to state the reasons for the
4	these kind of complaints. If this issue goes	4	record. Because you see this helps the Court
09:20AM 5	to court it's an issue that's really a sub	09:22AH 5	where you have a jury of lay people. And I
6	issue of the bigger court action which is a		where you have a jury or lay people. And I
7	issue of the bigger court action which is a		
,	contract action and I understand this Board	6	would wager here no jury of lay people is
Q	contract action and I understand this Board	7	would wager here no jury of lay people is going to have anywhere near the skills, the
8	doesn't deal with contract actions.	7 8	would wager here no jury of lay people is going to have anywhere near the skills, the experience or the knowledge in construction
9	doesn't deal with contract actions. One of the sub issues in that is did	7 8 9	would wager here no jury of lay people is going to have anywhere near the skills, the experience or the knowledge in construction and all the other areas of contracting that
9 09:20AM 10	doesn't deal with contract actions. One of the sub issues in that is did Mr. Duggins have the required permits and did	7 8 9 09:22AM 10	would wager here no jury of lay people is going to have anywhere near the skills, the experience or the knowledge in construction and all the other areas of contracting that each one of you do. So really we're denying
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		CONTRACTOR COMPETENCY	BOARD -	APRIL 2, 2014
		13		15
	1	clarification from the Board of County	1	you on the stay in this case.
	2	Commissioners, we did file the motion to lift	2	Now, they also voted, not during that
	3	the stay at the end of February and thank you	3	hearing, but during a subsequent hearing, they
	4	for putting it on your agenda today. And	4	readdressed the issue to proceed with a policy
09:23AM	5	following the Court looking at the issue we	09:26AM 5	that would require you to hear these matters
	6	got the same feedback. It's like all roads go	6	that come before you and not stay them in the
	7	back to this Board because all roads lead	7	future. The question is whether or not that
	8	here. This is where the specialty and	8	is retroactive to our issue, to your stay
	9	experience is. So, if I might, without	9	here. Nothing was said during those
09124AM	10	belaboring the issue, could I ask for two	09:26AM 10	proceedings that indicated that they wanted
	11	minutes rebuttal if needed following	11	you to relook at this particular case and I
	12	Mr. Morehead's presentation to you?	12	think to the contrary and I would like to
	13	MR. MATTHEWS: Entertained.	13	refer you to comments that Commissioner Barry
	14	MR. MITCHELL: Thank you, sir.	14	gave. They're very brief and it's page 56 of
09:24AM	15	MR. MATTHEWS: Mr. Morehead.	09:26AM 15	the transcript and I believe everyone has been
	16	MR. MOREHEAD: Steve Morehead, McDonald	16	provided with a copy of the transcript.
	17	Fleming Morehead law firm, 25 West Government	17	MS. GARRETT: They have not. We have them
	18	Street, Pensacola. We represent Mr. Duggins	18	here if you want them passed out, we will pass
	19	and Duggins Carpet Care. I appeared in front	19	them pass out.
09:24AM	20	of you guys several meetings ago and asked you	09:25AM 20	MR. MOREHEAD: I'll read this. It's very
	21	to stay this matter pending the litigation	21	brief so I can just read it at this point.
	22	that's pending in the County Court. One of	22	This is Commissioner Barry: Mr. Chairman,
	23	the issues in that litigation is whether or	23	in response to Commissioner Valentino's
	24	not Mr. Duggins was required to have a license	24	motion, I would support the change in policy.
09:24AM	-	or whether he did anything that was	09:27AM 25	I feel like you would have consensus support
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		14		16
	1	inappropriate for any license that he might	1	of our Board for a change in policy going
	2	have held. So that's an issue in the	2	forward, but I can't, I'm not going to support
	3	litigation. That's obviously an issue before	3	an overruling of the decision based on the
	4	you.	4	change in policy that we subsequently make
09:25AM	5	As I stated then and believe now you guys	09:27AM 5	tonight because we're then ruling in that
	6	would do a fine job of that. It's just a	6	case we would be overturning another the
	7	question of resources, your resources and the	7	subordinate body's ruling because of a change
	8	resources of the parties to have to	8	in ordinance that wasn't in place when they
	9	essentially litigate those matters in two	9	made their decision and that at its core
09:25AM	10	different forums. I think you saw the wisdom	09:27AM 10	doesn't seem fair and that doesn't seem
	11	of that and voted to enter a stay pending the	11	reasonable, but I would support instituting
	12	litigation, and litigation is currently	12	that after I've upheld their decision.
}	13	ongoing. I understand that there have been	13	I think it's very clear that there was no
	14	depositions taken, or at least one deposition	14	intention to address, readdress this motion.
09:25AM	15	taken very recently and other depositions that	09:27AH 15	Otherwise, they wouldn't have upheld the stay.
	16	are coming, so that case is being pushed,	16	That's all of my comments. I wanted to be
	17	unlike the case that Commissioner Valentino is	17	brief. If you have any questions, let me
	18	involved in.	18	know.
	19	We had an appeal done of your decision to	19	MR. MATTHEWS: Does anybody have any
09:25AM	20	stay. We went before the BCC. We had over 75	09:27AM 20	questions? Questions? Thank you,
	21	minutes, as Mr. Matthews will attest, of	21	Mr. Morehead.
	22	discussion on that, and at the end of that	22	Do you have a comment, Mr. Mitchell?
Ī	23	discussion it was voted to uphold your	23	MR. MITCHELL: Yes, sir. Could I just
	24	decision. So the Board of County	24	exercise my one minute rebuttal? It's true
	24	decision so the board of country		and the first time to the first the first time to the first time time time to the first time time time time time time time tim
09:25AM		Commissioners essentially voted to agree with	09:28AM 25	•
09:25AM		•	09:28AM 25	the Board of County Commissioners clearly 850.434.5954/800.321.5954 - REPORTERS@TAYLORREPORTINGSERVICES.COM

	CONTRACTOR COMPETENCE		
	17		19
1	upheld the discretion of this Board to either	1	MR. WHITE: Second.
2	grant or deny a stay. That was the only issue	2	MR. REYNOLDS: A motion to lift the stay.
3	before them in my appeal. They didn't address	3	MR. MATTHEWS: Has been made.
4	should they lift the stay after they decided,	4	MR. WHITE: Second.
09:28AM 5	well, we're going to clarify our position. It	09:30AM 5	MR. MATTHEWS: And seconded. Any
6	would be our preference if the Board would not	6	discussion? No discussion.
7	stay these issues, they would hear them, all	7	All those in favor, signify by saying aye.
8	the cases, not just our case, any case. In	8	(Board members vote.)
9	fact, they made a procedural clarification on	9	MR. MATTHEWS: All opposed?
09:28AM 10	what the procedures and rules that they would	09:30AM 10	(None.)
11	like this Board to abide by and because it's	11	MR. MATTHEWS: It's approved unanimously.
12	procedural, I'm going to call it an amendment.	12	The stay is lifted.
13	I don't know whether to call it an	13	(Motion passed unanimously.)
14	implementation. Whatever it is, it's	14	MR. MATTHEWS: We will schedule the show
09:28AM 15	procedural, okay? And our Supreme Court here	09:30AM 15	cause hearing for the next meeting.
16	in the state of Florida has over and over	16	MS. GARRETT: I'm probably going to have
17	again ruled that a substantive statute is not	17	to get with counsel and members because I know
18	going to operate retrospectively unless the	18	at least two members that may not be here for
19	legislature says so. Clear legislature	19	the May 7th meeting, so we'll need to confirm
09:29АМ 20	intent.	09:30AM 20	that, so within the next few days, if that's
21	However, a procedural or remedial statute	21	okay with counsel
22	is always going to operate retrospectively.	22	MR. MITCHELL: We will work with your
23	So by clarifying and we didn't file the	23	schedule. We appreciate your comments.
24	motion to lift the stay until they did clarify	24	MS. GARRETT: Okay.
09:29AM 25	because we would have had no basis. So they	09:31AM 25	MR. MATTHEWS: All right.
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	18		20
1	clarified and then we filed our motion. So	1	MR. MITCHELL: Thank you, gentlemen.
2	we're dealing with a completely separate issue	2	MR. MATTHEWS: Move to Item C. We'll
3	here. We're not dealing with the original	3	check to see if
4	issue which is whether you had the	4	MS. GARRETT: Mr. Mead is here.
09:29АМ 5	discretionary authority to grant that stay.	09:31AM 5	MR. MATTHEWS: Is Mr. Mead here? Okay.
6	So based on what we heard as	6	We'll return to the motion hearing on the
7	clarification, we filed a brand new motion,	7	Valentino/Grant Wood complaint.
8	never before heard, never seen. And I would	8	MS. GARRETT: Mr. Chairman, while, I
9	ask the panel members, the distinguished Board	9	guess, Mr. Mead is coming to the podium, I
09:29AH 10	members, to at this point lift the stay and	09:31AM 10	would just restate for his information that
11	let's get this citation violation heard.	11	all we had talked about thus far was I
12	You've got the experience. You've got the	12	notified the Board that the motion to lift the
13	expertise. You've got the required licensures	13	stay that was filed by Mr. Reeder on behalf of
14	that nobody else does, not in this county,	14	complainant homeowners for a stay that was
09:29АМ 15	perhaps in the whole state. So with that	09:31AM 15	granted May 15, 2013, by a vote of six to
16	said, gentlemen, we would ask to hear our	16	three.
17	motion and grant it let's get the citation	17	MR. MATTHEWS: Give us your name and
18	issue resolved. Thank you.	18	address, please.
19	MR. MATTHEWS: Thank you. Do you have any	19	MR. MEAD: George R. Mead, 220 West Garden
09:30AM 20	comments?	09:31AM 20	Street, Suite 900. I'm the attorney for Grant
21	MS. GARRETT: No, sir.	21	Wood Construction and I'm here in opposition
22	MR. MATTHEWS: Any comments from the	22	to the motion to lift stay filed by Mr. Reeder
23	Board?	23	on behalf of Mr. Valentino, County
24	We have a request to lift the stay. I'll	24	Commissioner.
орізоди 25	entertain a motion to lift the stay.	09:32АМ 25	The motion before staff, I believe, is
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		CONTRACTOR COMPETENCY	BUAKU -	· APRIL 2, 2014
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	1	improper for a couple of reasons. One, and	1	beyond that and threatens a man's livelihood
	2	this is going to become a matter in the	2	when the underlying issues, as I said before
Ì	3	Circuit Court litigation before the stay is	3	this Board in the prior motion to stay which
	4	lifted by this body. We have serious issues	4	was granted, may work to his detriment, create
09:32AH	5	with regard to what Commissioner Valentino has	09:34AM 5	issues of estoppel, create issues of potential
	6	done in attempts to get the stay lifted and I	6	res judicata if this Board proceeds in advance
	7	understand this body had a position with	7	of Circuit Civil, which I believe are
	8	regard to whether or not they should be	8	inequitable under the circumstances or an
	9	granting stays or not granting stays and I've	9	abuse of power by Commissioner Valentino in
09:32AM	10	got a question. My question is how the policy	09:34AH 10	his efforts to influence this Board. And I do
	11	change at the BCC came about, whether it's	11	not believe that it is proper for you all to
	12	proper for Commissioner Valentino to even be	12	proceed at this point and I think you should
	13	participating and voting in that. And we	13	defer to the action in Circuit Court and let
	14	believe that that is going to be a matter	14	matters proceed and then take this matter up
09:32AM	15	that's going to come before the Circuit Court	09:34AM 15	at that point for whatever issues remain. I
İ	16	with regards to that change of policy, which I	16	don't believe there will be, as I understand
	17	understand this Board is bound by. But I	17	the facts.
İ	18	don't want to have this proceeding wrapped up	18	And I'm not going to try to prejudice you
	19	in a big mess in Circuit Court, but I fear	19	by arguing them. Just do not think that the
09:33AH	20	it's going to because of this issue and I'm	09:35AM 20	way in which we have gotten here is right. I
	21	just telling you that flat out.	21	don't believe the way in which we've gotten
	22	The issue here was begun by a claim by my	22	here is lawful. And I do not believe the way
	23	client to get paid for work he had done after	23	in which this Board would properly proceed in
	24	Commissioner Valentino said he no longer	24	fairness to all concerned given the disparity
09:33AM	25	wanted him working on his house. That's the	09:35AM 25	of power that exists between these two
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	1 2	22	1 2	24
		basic issue that began this dispute.	i	parties. It would be inappropriate to lift
	2	basic issue that began this dispute. Commissioner Valentino upped the ante by	2	parties. It would be inappropriate to lift the stay.
09:33AM	2 3 4	basic issue that began this dispute. Commissioner Valentino upped the ante by bringing a complaint against my client's	2 3	parties. It would be inappropriate to lift the stay. Lastly, I will say I have not seen any
09:33AM	2 3 4	basic issue that began this dispute. Commissioner Valentino upped the ante by bringing a complaint against my client's livelihood before this Board, I think, because	2 3 4	parties. It would be inappropriate to lift the stay. Lastly, I will say I have not seen any policy issued by the BCC. Now, it is clear
09:33AM	2 3 4 5	basic issue that began this dispute. Commissioner Valentino upped the ante by bringing a complaint against my client's livelihood before this Board, I think, because of alternative questions regarding what he	2 3 4 09:35AM 5	parties. It would be inappropriate to lift the stay. Lastly, I will say I have not seen any policy issued by the BCC. Now, it is clear from the minutes of the Board of County
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	CONTRACTOR COMPETENCY		<u> </u>
	25		27
1	under what conditions a stay should be lifted.	1	fact that Mr. Valentino is a commissioner is
2	I think it's improper for Commissioner	2	not relevant at this point. We have
3	Valentino to represent that there's a policy	3	maintained the whole time he is a silent
4	when there clearly is none. The Commission in	4	client. He is not here speaking. And, again,
5	its last meeting didn't decide on a policy.	09:38AM 5	like I said before, just because he serves as
6	It said to staff, give us something to look	6	a commissioner does not mean that he must
7	at, which they're going to do and they're	7	check his rights as a homeowner at the door.
8	going to decide what the policy may be.	8	That's just not how things work.
9	There's likely to be changes to this. You	9	Second of all, as far as there being a
09:34AH 10	know, there's certainly going to be public	09:38AM 10	policy or not being a policy in play, none of
11	comment at the hearing. That may change it.	11	that matters. You have discretionary review
12	Certainly we do not expect, based on the last	12	as was advised to you by Mr. Ryan Ross at the
13	agenda items, that there would have been	13	previous hearing. The stay was put into place
14	brought up a motion that there should be a	14	upon that discretionary review without a
09:36AM 15	policy that there are no stays of proceedings	09:38AM 15	policy and it may be lifted based upon that
16	before this Board. That wasn't on the agenda	16	discretionary review. So the fact that there
17	last time. Commissioner Valentino put it on	17	is or there isn't a policy or Mr. Valentino
18	the agenda in response to the issue of these	18	manipulated it or didn't, none of that
19	people on a pending appeal. So I don't think	19	matters.
09:36AH 20	it's fair or right to say we can predict what	09:38AM 20	And lastly, in response to Mr. Mead's
21	the BCC is going to do in its next meeting in	21	original argument about there being why waste
22	regards to this issue because I don't think	22	time litigating things here and in State
23	they have all the facts. I know they don't	23	court? Like I mentioned, and I do have to
24	have all the facts with regard to what	24	offer copies of the State court docket showing
09:37AH 25	Commissioner Valentino asked and what he stood	09:39AM 25	that merely one thing has been filed by the
	850.434.5954/800.321.5954 - REPORTERS@TAYLORREPORTINGSERVICES.COM		850.434.5954/800.321.5954 - REPORTERS@TAYLORREPORTINGSERVICES.COM
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1 .			
1	to benefit from, because the record on the	1	plaintiff in State court to proceed with that
2	to benefit from, because the record on the hearing is quite clear. He didn't fully	2	plaintiff in State court to proceed with that matter, which is merely an answer to a
	·		·
2	hearing is quite clear. He didn't fully	2	matter, which is merely an answer to a
2 3	hearing is quite clear. He didn't fully disclose his interest in this matter and	2 3	matter, which is merely an answer to a counterclaim. No discovery, no depositions
2 3 4	hearing is quite clear. He didn't fully disclose his interest in this matter and that's going to be an issue that has to be	2 3 4	matter, which is merely an answer to a counterclaim. No discovery, no depositions have been taken. Nothing has been done as of
2 3 4 09:37AM 5	hearing is quite clear. He didn't fully disclose his interest in this matter and that's going to be an issue that has to be addressed, whether in this forum or another	2 3 4 09:39AM 5	matter, which is merely an answer to a counterclaim. No discovery, no depositions have been taken. Nothing has been done as of the stay last May and this is going on a
2 3 4 09:37AM 5 6	hearing is quite clear. He didn't fully disclose his interest in this matter and that's going to be an issue that has to be addressed, whether in this forum or another one, but it's going to be addressed.	2 3 4 09:39AM 5 6	matter, which is merely an answer to a counterclaim. No discovery, no depositions have been taken. Nothing has been done as of the stay last May and this is going on a year-and-a-half case, so I would ask for those
2 3 4 09:37AM 5 6 7	hearing is quite clear. He didn't fully disclose his interest in this matter and that's going to be an issue that has to be addressed, whether in this forum or another one, but it's going to be addressed. I do not think it's proper at this time	2 3 4 09:39AM 5 6 7	matter, which is merely an answer to a counterclaim. No discovery, no depositions have been taken. Nothing has been done as of the stay last May and this is going on a year-and-a-half case, so I would ask for those reasons for the stay to be lifted at this
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	CONTRACTOR COMPETENCY	BUAKU -	
	29		31
1	I would also note that the motion to lift	1	going to add to it. That's just my opinion.
2	the stay was filed in January prior to the	2	I believe we're going to create something here
3	implementation of any policy.	3	by lifting the ban.
4	MR. MEAD: Mr. Chairman, I would ask to	4	MR. MATTHEWS: Lifting the stay. Any
09:40AM 5	address the docket question that was raised.	09:42AH 5	other comments?
6	MR. MATTHEWS: Your comment, please.	6	I'll entertain a motion to lift the stay.
7	MR. MEAD: Thank you. Yes, it's true that	7	If you vote for it, that lifts it. If you
8	the docket does not show any action after the	8	vote against it, that maintains it. Is there
9	answer to the counterclaim. The fact of the	9	a motion? No motion?
09:40AH 10	matter my client didn't need discovery. He	09:42AH 10	MR. MENEZES: I make a motion that we
11	knows what the facts are. He has the	11	reject the lift.
12	documentation necessary to go forward in his	12	MR. MATTHEWS: Reject this. A motion has
13	matter. The question is what does the	13	been made to reject the request to lift the
14	commissioner need in terms of discovery in	14	stay. Is there a second? You've got to have
09:40AM 15	that civil action? Well, we can't just set	09:43AH 15	it one way or the other.
16	the trial without giving them an opportunity	16	MS. SMITH: If there are questions that
17	for discovery. They're entitled to it. It	17	are legal in nature that I can answer, I'm
18	would be objected to and stricken by the Court	18	happy to help try to answer those.
19	unless they had an opportunity. Well, they	19	MR. WHITE: If we lift the stay, it will
09:41AM 20	haven't done anything either and I'm sitting	09:43AH 20	come before us as a full-blown hearing; is
21	here telling you we're getting ready to set it	21	that correct?
22	for trial, that it needs to be, and get it	22	MS. SMITH: That's correct.
23	done. But the fact of the matter is I	23	MR. WHITE: Before the Circuit Court hears
24	couldn't set this thing for trial over	24	it?
09:41AH 25	objections as to a period of discovery rule at	09:43AH 25	MR. MATTHEWS: Yes.
35.42AA 23	850.434.5954/800.321.5954 - REPORTERS@TAYLORREPORTINGSERVICES.COM	05:33AR 2.5	850.434.5954/800.321.5954 - REPORTERS@TAYLORREPORTINGSERVICES.COM
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1	least let a decent interval go by without any	1	MS. SMITH: I don't know what the Circuit
2	discovery on the part of the Commissioner,	2	Court's calendar is, but if you lift the stay
3	which has occurred. So we're at the point	3	it will be set for a hearing before you at the
4	we're ready to join the issue, but you can't	4	next available hearing date that is convenient
09:41AM 5	just filed an answer to a counterclaim and a	09:43AH 5	for all of the parties. Whether that will be
6	notice for trial the next day. That's not	6	before the Circuit Court hears it or not I
7	proper.	7	can't say.
8	The fact is my client doesn't need	8	MR. SCHWARTZ: In simple terms, please
9	discovery. He has his facts as far as what	وا	excuse me Mr. Attorney and Ms. Attorney out
09:41AM 10	happened, and the only other issues that could	09:44AH 10	here, what difference does it make? Sooner or
11	go beyond that is stuff that happened between	11	later we're going to hear it; is that not
12	the Commissioner and the Building Department,	12	correct? It's not just going to go away by
13	but that's a different question. We haven't	13	magic poof in Circuit Court or judicial court
14	tried to address that issue in the civil case.	14	or whatever court of law. We still have a
09:41AM 15	We've tried to stick to the contract issues.	09:44AH 15	case in front of us to hear unless, I guess,
16	We hope not to expand the question into that.	16	it's totally withdrawn, but does it matter
17	We've tried to keep this to a straight	17	whether we hear it first or the Court hears it
18	contract dispute. We think it goes beyond	18	first?
19	that, but we don't want to have to litigate	19	MS. SMITH: Well, the issue that you run
09:42AH 20	those issues.	99:44AH 20	into is that you could have conflicting
21	MR. MATTHEWS: Any questions to either?	21	rulings. I don't know what their civil issues
22	MR. MENEZES: Mr. Chairman.	22	are, so it's difficult for me to answer that
23	MR. MATTHEWS: Yes.	23	question because I don't know what their
24	MR. MENEZES: This is a complicated	23	litigation concerns, if it's about money or if
09:42AM 25	situation. I think lifting that ban is just	09:44AH 25	it's about licensure or what. But
		UP: THAM & J	ica about incelibule of Wilal, Dul
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1			APRIL 2, 2014
	33		35
1 -	typically this is a general response if	1	there any discussion?
2	the question is about whether the work was	2	MR. REYNOLDS: Yes, sir. By that I just
3	permitted or, you know, properly done, those	3	wanted to add I agree with Mr. Schwartz. This
4	issues you run the risk of there being	4	Board has over 125 years of experience sitting
09:45AM 5	conflicting if you determine that a permit	09:47AM 5	here in the construction industry and it's our
6	was required or that the work wasn't up to	6	job as a Board to view and look at code
7	standards of a general contractor and the	7	violations and provisions and changes, the
8	Court makes a different finding, you have a	8	state and county ordinances certainly is what
9	conflict there.	9	we look at and what we did by initiating and
09:45AM 10	MR. SCHWARTZ: Understandably, but isn't	09:48AM 10	approving a stay is to give both parties the
11	that part of our duties? That's what we're	11	opportunity to gather more information.
12	here for. That's what we're here for is to	12	MR. MATTHEWS: Thank you. Any other
13	give our best again, excuse the term, but	13	comments? All those in favor of lifting the
14	nonlegal opinion, but our best opinion of	14	stay, signify by saying aye.
09:45AM 15	whatever the issues that are brought before	09:48AM 15	(Board members vote.)
16	us, whether it be code violations or issues of	16	MR. MATTHEWS: Opposed?
17	construction. I think that's what we're	17	MR. MENEZES: Nay.
18	charged with irrespective of the time line	18	MR. MATTHEWS: One opposed, four ayes, the
19	whether it goes to whichever court it goes to.	19	motion passes. The stay is lifted. I'll
09:45AM 20	And in terms of what we heard earlier, I don't	09:48AM 20	direct the staff to schedule a show cause
21	want to get into a bunch of discussion with	21	hearing for the earliest opportunity.
22	the attorneys and so forth here, I don't want	22	(Motion passed four to one.)
23	to step on anybody's toes and please excuse me	23	MS. GARRETT: Mr. Chairman, as I said
24	if I do, but sooner or later I feel like it	24	before, we'll get with both parties and check
09:46AM 25	will be argued in both venues, and if they	09:48AM 25	your dockets on both of those hearings.
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	34		36
1	choose to have representation in both venues,	1	MS. LYONS: Thank you very much.
2	it does not change what it's going to cost the	2	MR. MEAD: Thank you.
3	client in that respect, nor is that a concern	3	MR. MATTHEWS: We'll move into Item C.
4	of ours, very honestly, although I'm	4	MS. GARRETT: Mr. Chairman, Item C is a
09:46AM 5	sympathetic to the costs. But if they choose	09:48AM 5	Show Cause Hearing, on Complaint Number COM
6	to do that, that's certainly their option.	6	131200028, Kimberly Cobb, 1119 North Pace
7	But I don't see why we had a stay to start	7	Boulevard, versus Donald Wright and Wright
8	with.	8	Roofing Company, Certificate of Competency
9	MR. MEAD: Mr. Chairman, I could address	9	Number RR0029.
09:45AM 10	what difference it makes.	09:49AM 10	Mr. Wright is in the audience as is
11	MR. MATTHEWS: It makes a difference. I	11	Ms. Cobb. This is a case that a complaint
			the court time to a coop that a complaint
12	think we're at the point we either have to	12	that was received by Building Inspections
	think we're at the point we either have to lift the stay or maintain the stay and it's	12 13	•
12	·		that was received by Building Inspections
12 13	lift the stay or maintain the stay and it's	13	that was received by Building Inspections regarding issues with the roof that was
12 13 14	lift the stay or maintain the stay and it's going to require a motion to do that. So you	13 14	that was received by Building Inspections regarding issues with the roof that was permitted in 2010, and started leaking last
12 13 14 09:46AM 15	lift the stay or maintain the stay and it's going to require a motion to do that. So you either make a motion to maintain the stay or	13 14 09:49AH 15	that was received by Building Inspections regarding issues with the roof that was permitted in 2010, and started leaking last year. Mr. Wright was contacted by the
12 13 14 09:46AM 15 16	lift the stay or maintain the stay and it's going to require a motion to do that. So you either make a motion to maintain the stay or make a motion to lift the stay.	13 14 09:49AH 15 16	that was received by Building Inspections regarding issues with the roof that was permitted in 2010, and started leaking last year. Mr. Wright was contacted by the property owner. He went out. He basically
12 13 14 09:46AN 15 16 17	lift the stay or maintain the stay and it's going to require a motion to do that. So you either make a motion to maintain the stay or make a motion to lift the stay. MR. REYNOLDS: Mr. Chairman, you have a	13 14 09:49AH 15 16 17	that was received by Building Inspections regarding issues with the roof that was permitted in 2010, and started leaking last year. Mr. Wright was contacted by the property owner. He went out. He basically could not determine where the leak was at and
12 13 14 09:44AM 15 16 17 18	lift the stay or maintain the stay and it's going to require a motion to do that. So you either make a motion to maintain the stay or make a motion to lift the stay. MR. REYNOLDS: Mr. Chairman, you have a motion on the floor. Is it going to die for	13 14 09:49AM 15 16 17 18	that was received by Building Inspections regarding issues with the roof that was permitted in 2010, and started leaking last year. Mr. Wright was contacted by the property owner. He went out. He basically could not determine where the leak was at and it continued to leak. Our investigative staff
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H. WO THE RECORDS COUNTY PARTICLE 12 MR. MATTIEWS: This meeting of the 13 Escambia County Contractor Competency Board is 14 cacke to order. Before Invocace I would 15 the Secambia County Contractor Competency Board is 16 cacke to order. Before Invocace I would 18 be to remind every member of the bloard it is 18 the Secambia County contractor Competency Board it 19 the Piece, First Floor. Penacetia. Floriday, asky 30. 3014, st. 19 inconvenience the citizens of Secambia County 10 and. 10 and. 11 Madian Secretary, do we have a doubtum. 12 MR. ANTHEWS: Do we have a doubtum. 13 MR. MATTIEWS: Do we have a doubtum. 14 meeting was announced in a publication? 15 MR. MATTIEWS: Do we have a doubtum. 16 the Penaceto Convention: 17 MR. MARTIEWS: Do we have a doubtum. 18 MR. MATTIEWS: Do we have a doubtum. 19 MR. MATTIEWS: Do we have a doubtum. 19 MR. MATTIEWS: Do we have a doubtum. 10 MR. MATTIEWS: Do we have a doubtum. 10 MR. MATTIEWS: Do we have a doubtum. 11 MR. MATTIEWS: Do we have a doubtum. 12 MR. MATTIEWS: Do we have a doubtum. 13 MR. MATTIEWS: Do we have a doubtum. 14 MR. MATTIEWS: Do we have a doubtum. 15 MR. MATTIEWS: Do we have a doubtum. 16 MR. MATTIEWS: Do we have a doubtum. 17 MR. MATTIEWS: Do we have a doubtum. 18 MR. MATTIEWS: Do we have a doubtum. 19 MR. MATTIEWS: Do we have a doubtum. 19 MR. MATTIEWS: Do we have a doubtum. 20 MR. MATTIEWS: Do we have a doubtum. 21 MR. MATTIEWS: Do we have a doubtum. 22 MR. MATTIEWS: Second. 23 MR. MATTIEWS: Do we have a doubtum. 24 MR. MATTIEWS: Till electrical a motion to approve and the matter. 25 MR. MATTIEWS: Till electrical a motion to approve. 26 MR. MATTIEWS: Till electrical a motion to approve. 27 MR. MATTIEWS: Till electrical a motion to approve. 28 MR. MATTIEWS: Till electrical a motion to approve. 29 MR. MATTIEWS: Till electrical a motion to approve. 20 MR.				_	
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A called to order. Defore I proceed I would it by reason to every member of the Board it by the Contractor Companion ward, an investigating the Standard Country Contractor Companion ward, an investigating the Standard Country Contractor Companion of the Standard Country Contractor Companion of the Standard Country Contractor Companion of the Standard Country Contractor Companion of the Standard Country Contractor Companion of the Standard Country Contractor Companion of the Standard Country Contractor Companion of the Standard Country Contractor Country Countr					
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COMPETINY EXAMPLE THE STATE OF			y at 6.30	9	inconvenience the citizens of Escambia County
TAYLOR REPORTING SERVICES 12 MS. GARRETT; Yes, Mr. Chairman, we do. 13 MR. HATTHEWS: Do we have proof that this 14 meeting was announced in a publication? 15 Ms. GARRETT; Yes, Mr. Chairman, we do. 16 meeting was announced in a publication? 17 the Pensacola News; Journal, H. W. Chairman, it was published in this past Saturday's edition of the Pensacola News; Journal, and the published in this past Saturday's edition of the Pensacola News; Journal, and the published in this past Saturday's edition of the Pensacola News; Journal, and the published in this past Saturday's edition of the Pensacola News; Journal, and the published in this past Saturday's edition of the Pensacola News; Journal, and the published in this past Saturday's edition of the Pensacola News; Journal, and the published in this past Saturday's edition of the Pensacola News; Journal, and the Pensacola News; Journal, and the published in this past Saturday's edition of the Pensacola News; Journal, and the Pensacola News; Journal, and the published in this past Saturday's edition of the Pensacola News; Journal, and the published in this past Saturday's edition of the Pensacola News; Journal, and the Pensacola News; Journal, and the Pensacola News; Journal, and the Pensacola News; Journal, and the Pensacola News; Journal, and the Pensacola News; Journal, and the Pensacola News; Journal, and the Pensacola News; Journal, and the Pensacola News; Journal, and the Pensacola News; Journal, and the Pensacola News; Journal, and the Pensacola News; Journal, and the Pensacola News; Journal, and the Pensacola News; Journal, and the Pensacola News; Journal, and the Pensacola News; Journal, and the Pensacola News; Journal, And the Pensacola News; Journal, And the Pensacola News; Journal, And the Pensacola News; Journal, And the Pensacola News; Journal, And the Pensacola News; Journal, News; Journal, And the Pensacola News; Journal, News; Journal, And the Pensacola News; Journal, And the Pensacola News; Journal, News; Journal, News; Journal, And the Pensaco				08:33 10	and the rest of the Board members.
13 MR. MATTHEWS: Do we have proof that this meeting was announced in a publication? 14 meeting was announced in a publication? 15 meeting was announced in a publication? 16 meeting was announced in a publication? 17 meeting was announced in a publication? 18 MS. GARRETY, NY. Chairman, it was published in this past Saturday's edition of the Phasacotte News Journal. 19 meeting was announced in a publication of the Phasacotte News Journal. 10 meeting was announced in a publication of the Phasacotte News Journal. 10 meeting was announced in a publication of the Phasacotte News Journal. 11 meeting was announced in a publication of the Phasacotte News Journal. 12 meeting was announced in a publication of the Phasacotte News Journal. 13 meeting was announced in a publication of the Phasacotte News Journal. 14 meeting was announced in a publication of the Phasacotte News Journal. 15 meeting was announced in a publication of the Phasacotte News Journal. 16 meeting was announced in a publication of the Phasacotte News Journal. 18 meeting was announced in a publication of the Phasacotte News Journal. 19 meeting was announced in a publication of the Phasacotte News Journal. 10 meeting was announced in a publication of the Phasacotte News Journal. 10 meeting was announced in a publication of the Phasacotte News Journal. 19 meeting was announced in a publication of the Phasacotte News Journal. 10 meeting was announced in a publication of the Phasacotte News Journal. 10 meeting was announced in a publication of the Phasacotte News Journal. 10 meeting was announced in a publication of the Phasacotte News Journal. 10 meeting was announced in a publication of the Phasacotte News Journal. 11 meeting was announced in a meeting value of the Phasacotte News Journal. 11 meeting was announced in a meeting News Journal. 12 meeting was announced in a meeting News Journal. 13 meeting was announced in a meeting News Journal. 14 meeting was announced in a meeting News Journal. 15 meeting was announced in a meet		COMPETENCY BOARD:		11	Madam Secretary, do we have a quorum.
## DIT PROPERTY (not Present) ## DIT				12	MS. GARRETT: Yes, Mr. Chairman, we do.
TAYLOR REPORTING SERVICES 10 Bill as Paul 1c Forum 11 IND EX 22 1 MR. SCHWARTZ: Second. 12 1 N. Exercise State of the services of the serv		MR. BRIAN BELL		13	MR. MATTHEWS: Do we have proof that this
MR. SCHWARTZ: Second. 16. AUTO REPORTING SERVICES. INCOMPORATED 17. IN D E X 28. Public Forus 18. Published in this past Saturday's edition of the Pensacola News Journal. 18. MR. MATTHEWS: Very good. At this time I would like to introduce two new members of the pensacola News Journal. 18. MR. MATTHEWS: Very good. At this time I would like to introduce two new members of the policy public productions. Annin: STATUS SERVICES. 19. Board, E. With Waters, General Contractor, and Services. Annin: STATUS SERVICES. 19. Board, E. With Waters, General Contractor, and Services. Annin: STATUS SERVICES. 19. Contractor, and Services. Annin: Status Services. Annin: Services. Annin: Status Services. Annin: Status Services. Annin:		MR. ERIC PICKETT (Not Present) MR. ERWIN WATERS			meeting was announced in a publication?
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PET SECULO. INVESTIGATION DIFFERENCES AND PETEROSON, CONTINUENT SERVICES AND PRINCE FUNDS. GENERAL PUBLIC 21 Brian Bell from Centennial Bank. Mr. Pickett 22 Is not here today. 23 Entertain the approval of the minutes. All of you were sent the minutes for review. All of you were sent the minutes for review. All of you were sent the minutes for review. All of you were sent the minutes for review. All of you were sent the minutes for review. All of you were sent the minutes for review. All of you were sent the minutes for review. All of you were sent the minutes. All of you have any commendation to the sent the minutes. All of you have any commendation that we need based on the fact that we have the reappointments and appointments and appointments of new members, so if we could, we would just appreciate that recommendation. All these 15. Citation Marrian that per were marrian that we need based on the fact that we have the reappointmen		SUE GARRETT, BOARD SECRETARY		18	MR. MATTHEWS: Very good. At this time I
GENERAL PUBLIC 21 Brian Bell from Centennial Bank. Nr. Pickett 22 Is not here today. 23 Entertain the approval of the minutes. TAYLOR REPORTING SERVICES 850.444.5954/806.271.5954 - REPRINTENSE FRANCESCHORT INSSERVICES. COM 850.444.5954/806.271.5954 - REPRINTENSE FRANCESCHORT INSSERVICES. COM 24 All of you were sent the minutes for review. 4 All of you were sent the minutes for review. 4 Are there any comments, additions or changes? TAYLOR REPORTING SERVICES, INCORPORATED 2 1 MR. SCHWARTZ: Second. 1 I H D E X 2 2 2 MR. MATTHEWS: I'll entertain a motion to approve. 3 Public Forus 5 4 MR. SCHWARTZ: So moved. 4 Iten Number 8 Short Cause Hearing 10 08:34 5 MR. SCHWARTZ: So moved. 4 Iten Subber 8 Short Cause Hearing 10 08:34 5 MR. SCHWARTZ: So moved. 5 Iten 8-A. Citation No.: 2013-YK. Timesthyt. 110 Degline dash Duggline dash Duggline dash Duggline about Duggline about Duggline about Duggline Carpot Care. Inc. 8 approve. 6 MR. MATTHEWS: Seconded. Any discussion. 8 Nortized Survices School. 9 Iten 8-A. Disciplinary Hearing. Complaint 131 9 (Soard members vote.) 8 CCPHI-4002003: Escendit Gounty 1 Tops of the Commendation of the Commenda		DEB ASPLUND, INVESTIGATOR, BUILDING INSPECTIONS K	ATHY	19	would like to introduce two new members of the
21 Brian Bell from Centennial Bank. Mr. Pickett 22 Is not here today. 23 Entertain the approval of the minutes. 24 All of you were sent the minutes for review. 25 Are there any comments, additions or changes? 26 TAYLOR REPORTING SERVICES. 27 TAYLOR REPORTING SERVICES. 28 Public Forus 29 TAYLOR REPORTING SERVICES, INCORPORATED 29 MR. SCHWARTZ: Second. 20 MR. SCHWARTZ: Second. 3 approve. 3 approve. 4 I too Number 8 Show Cause Mearing 10 MR. SCHWARTZ: So moved. 4 I too Number 8 Show Cause Mearing 10 MR. SCHWARTZ: So moved. 4 I too Number 8 Show Cause Mearing 10 MR. SCHWARTZ: So moved. 5 I too 8.A. Citation No. 3012-7X. Tisothy L. 10 MR. SCHWARTZ: So moved. 6 WRISSOCOS Despite Services. Inc. 8 MR. MATTHEWS: Seconded. Any discussion. 6 WRISSOCOS Despite Services. Inc. 8 MR. MATTHEWS: Seconded Any discussion. 6 WRISSOCOS Despites Carept Serv. Inc. 8 MR. MATTHEWS: Seconded Any discussion. 7 I too 8.2. Complaint No. Combination and Mr. MATTHEWS: Seconded Any discussion. 8 aye. 9 Lees Contracted Syst. Inc. 9 MR. MATTHEWS: All those opposed? No Opposed. 10 Contracte Licensing vs. Antonio Villegas and Report Tubining. LLC 11 MR. MATTHEWS: All those opposed? No Opposed. 10 Contracter Licensing vs. Antonio Villegas and Report Tubining. LLC 11 MR. MATTHEWS: I'll entertain a motion to ratify the actions taken at the April 2nd, 11 Inc. 11 Licensing vs. Antonio Villegas and Report Tubining. LLC 11 MR. MATTHEWS: I'll entertain a motion to ratify the actions taken at the April 2nd, 11 Inc. 11. Citation Mearing 211 MR. Schwarter Applications 206 MR. Schwarter Applications 206 MR. Schwarter Applications 206 MR. Schwarter Applications 206 MR. Schwarter Members, so if we could, 21 MR. Schwarter Members, so if we could, 21 MR. Schwarter Members, so if we could, 22 MR. Schwarter Members, so if we could, 22 MR. Schwarter Members, so if we could, 22 MR. Schwarter Members, so if we could, 22 MR. Schwarter Members, so if we could, 22 MR. Schwarter Members, so if we could, 22 MR. Schwarter Members, so if we could, 22 MR. Schwarter Members,				08:34 20	Board, Erwin Waters, General Contractor, and
TAYLOR REPORTING SERVICES 850.434.5954/600.321.5954 - REPORTING SERVICES.COM 24 All of you were sent the minutes for review. Are there any comments, additions or changes? TAYLOR REPORTING SERVICES, INCORPORATED 2 1 MR. SCHWARTZ: Second. 3 Public Forus 5 4 MR. MATTHEWS: I'll entertain a motion to approve. 4 Itas Runber 8 Show Cause Hearing 10 08:34 5 MR. BATCHELOR: Second. 5 Itas B.A. Citation No: 2013-7X, Tisothy L. 10 08:34 5 MR. BATCHELOR: Second. 6 UNISSOCOSS 7 Being and discussion, all those in favor, say approve. 7 Itas 8-B. Coaplaint No: COMISSOCOSS 7 Being no discussion, all those in favor, say approve. 8 Being no discussion, all those in favor, say approve. 9 Itas 9-A. Itas Instance and 13 MR. MATTHEWS: All those opposed? No ORIGINAL PROPERTIES AND COMISSOCOSS 8 Approve. 9 Itas 9-A. Antonio Villogas and No. Comissocoss 8 Approve. 10 Contractor Licensing vs. Antonio Villogas and No. Comissocoss 8 Approve. 11 Itas 10. Status Report 204 13 MR. MATTHEWS: I'll entertain a motion to ratify the actions taken at the April 2nd, 15 Itas 11. Old Business 205 14 ratify the critical may be approved 15 15 16 Itas 12. Written Communications 206 16 do you have any comments? 15 Itas 11. Citation Interview Inter				21	Brian Bell from Centennial Bank. Mr. Pickett
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1 INDEX 2 Page 3 approve. 3 Public Forus 5 4 MR. SCHWARTZ: So moved. 4 Iton Number 8 Show Cause Hearing 10 08:34 5 MR. BATCHELOR: Second. 5 Itas 8-A., Citation No: 2013-7K. Tinothy L. 10 6 MR. MATTHEWS: Seconded. Any discussion. UNISOSCO23 Uggins Carpet Care. Inc. 8 7 Being no discussion, all those in favor, say Gabrieli A. Davis v. David G. Radomacher and Horizon Surnosas & Spa. Inc. 6 Itas 9-A., Disciplinary Hearing, Coaplaint No: Contraction 2016 MR. MATTHEWS: All those opposed? No No: Contraction 2016 MR. MATTHEWS: All those opposed? No MR. MATTHEWS: All those opposed? No MR. MATTHEWS: All those opposed? No Opposed. 6 Itas 8-B. Disciplinary Nacing, Coaplaint 176 MR. MATTHEWS: All those opposed? No Opposed. 7 Itas 8-B. Disciplinary Nacing, Coaplaint 176 MR. MATTHEWS: All those opposed? No Opposed. 8 Itas 10. Itas 11. Old Businoss 205 MR. MA. MATTHEWS: I'll entertain a motion to 18 Itas 11. Old Businoss 205 MR. MR. MATTHEWS: I'll entertain a motion to 18 Itas 14 Unparatited/Unitoansed 210 MR. MATTHEWS: I'll entertain a motion to 206 MR. MR. MATTHEW			2		4
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3 Public Forum 5 4 MR. SCHWARTZ: So moved. 4 Item Number 8 Show Cause Hearing 10 08:34 5 MR. SCHWARTZ: So moved. 5 Item 8-A. Citation No.: 2013-7K. Timothy L. 10 08:34 5 MR. BATCHELOR: Second. 6 UNIJOSO0203 MR. MATTHEWS: Seconded. Any discussion. 7 Item 8-B. Complaint No.: CONT300019 - 15 8 Agenteil A. Davis v. David G. Rademacher and Horizon Sunromosa & Spa. Inc. 9 Item 9-A. Disciplinary Hearing. Complaint 131 No.: Contid00022 - Poula Leabeth and No.: Contid00022 - Poula Leabeth and No.: Contid00022 - Poula Leabeth and No.: Contid00022 - Poula Leabeth and No.: Contid00022 - Poula Leabeth and No.: Contid00022 - Poula Leabeth and No.: Contid00022 - Poula Leabeth and No.: Contid00022 - Poula Leabeth and No.: Contid00022 - Poula Leabeth and No.: Contid00022 - Poula Leabeth and No.: Contid00022 - Poula Leabeth and No.: Contid00022 - Poula Leabeth and No.: Contid00022 - Poula Leabeth and No.: Contid00022 - Poula Leabeth and No.: Contid00022 - Poula Leabeth and No.: Contid00022 - Poula Leabeth and No.: Contid000022 - Poula Leabeth and No.: Contid00002 - Poula Leabeth and No.: Contid000002 - Poula Leabeth and No.: Contid00002 - Poula Leabeth and No.: Contid000002 - Poula Leabeth and No.: Contid000000000000000000000000000000000000	1	INDEX	Page	2	MR. MATTHEWS: I'll entertain a motion to
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No: COMINION 100022 - Paula Lamboth and Christina Lamboth v. Antonio Villegas and Rough Plumbing, LLC Item 9. Disciplinary Hearing, Complaint 176 No: COMINIO 200003 - Escambia County Contractor Licensing vs. Antonio Villegas and Rough Plumbing, LLC 11	8			8	aye.
Christina Lambeth V. Antonio Villegas and Rough Plumbing, LLC 1 tem 9-8, Disciplinary Hearing, Complaint 176 No: CoMid 2020003 - Escambia County Contractor Licensing vs. Antonio Villegas and Rough Plumbing, LLC 1 tem 10, Status Report 204 1 Item 11, Old Business 205 1 tem 11, Old Business 205 1 tem 12, Written Communications 206 1 Item 12, Written Communications 206 1 Item 13, Contractor Applications 206 1 Item 14 Unpermitted/Unlicensed 210 Activity/Complaints 211 1 tem 15, Citation Hearing 211 1 tem 16, New Business 212 1 tem 17, Adjournment 214 2 Cortificate of Reporter 215 2 Cortificate of Reporter 215 2 TAYLOR REPORTING SERVICES, INCORPORATED 208:35 25 2 meetling has to do with the there was an		No: COM140100022 - Paula Lambeth and	131	9	(Board members vote.)
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12 (Motion passed unanimously.) and Rough Plumbing. LLC 14 Item 10. Status Report 15 Item 11. Old Business 16 Item 12. Written Communications 17 Item 13. Contractor Applications 18 Item 14 Unpermitted/Unlicensed Activity/Complaints 19 Item 15. Citation Hearing 10 Item 16. New Business 11 Item 17. Adjournment 12 Certificate of Reporter 13 (Motion passed unanimously.) 14 REPORTING SERVICES. INCORPORATED 15 (Motion passed unanimously.) 16 MR. MATTHEWS: I'll entertain a motion to ratify the actions taken at the April 2nd, 16 do you have any comments? 16 do you have any comments? 17 MS. GARRETT: Mr. Chairman, this is kind of a housekeeping, housecleaning 18 of a housekeeping, housecleaning 19 recommendation that we need based on the fact 20 that we have the reappointments and 21 appointments of new members, so if we could, 22 we would just appreciate that recommendation. 23 MS. SMITH: Actually, Mr. Chairman, the 24 recommendation regarding the April Board 25 meeting has to do with the there was an		Item 9-B, Disciplinary Hearing, Complaint	176	11	opposed.
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TAYLOR REPORTING SERVICES, INCORPORATED 08:35 25 meeting has to do with the there was an				23	MS. SMITH: Actually, Mr. Chairman, the
meeting has to do with the se there was an	[24	recommendation regarding the April Board
		TAYLOR REPORTING SERVICES, INCORPORATED		08:35 25	meeting has to do with the there was an
1 of 79 sheets Page 1 to 4 of 215					TAYLOR REPORTING SERVICES, INCORPORATED

issue where an individual questioned whether

or not there was a quorum at that meeting and 2

that's why each of the Board members was 3 provided a transcript of the hearing, which

you should have reviewed, and it's an effort 5

08:35 to have the Board ratify the action that was 6

taken to cure the quorum issue, if there was 7

8

14

18

MR. MATTHEWS: Very good. Thank you. 9

Entertain a motion to accept the 08:35 10

> 11 recommendation to ratify the Board actions.

MR. WHITE: Motion to approve. 12

MR. MENEZES: Second. 13

MR. MATTHEWS: Motion made and seconded.

Any discussion? Being no discussion, all 08:36 15

those in favor, say aye. 16

(Board members vote.) 17

MR. MATTHEWS: All those opposed? Being

no opposed, the recommendation is adopted. 19

(Motion passed unanimously.) 08:36 20

> MR. MATTHEWS: At this time we have a 21

Public Forum which is available for anyone

here to bring up any issue other than what's 23

24 on the agenda.

MS. ALI: Hello, my name is Luevender Ali 08:36 25

TAYLOR REPORTING SERVICES, INCORPORATED

1 and I came here November, started in November,

with James Rich, the Contractor and I want to

readdress the issue because nothing has been

done at my home at all. So I talked to

Ms. Sue. I talked with the State Board. The 5 08:36

issue was transported to the State Board, but

I was also told by the State investigator that

here in Escambia County this Board, that his 8

permits can still be suspended. So I'm here

to address that because he still owes me 08:37 10

\$3,000, nothing at my home has been finished 11

that the Board addressed at that time.

MR. MATTHEWS: Madam Secretary, do you 13

have any comments?

22

MS. GARRETT: While I sympathize with 08:37 15

16 Ms. Ali, we have talked to her at great

length. If you will recall, Mr. Rich appeared 17

before this Board. The Board chose not to 18

temporarily suspend his permitting privileges 19

but fined him \$500 and forwarded the complaint 08:37 20

to DBPR because he is state certified. 21

At that that meeting Mr. Rich stated that

he would complete the project within a week.

That has not been done and that has been

several months ago. It has taken up until 08:37 25

TAYLOR REPORTING SERVICES, INCORPORATED

three weeks ago that this case was assigned to

an investigator with DBPR, so it stayed there

for at least 90 days or more before anything

was done on it.

The investigator had, from what I 08:38 5

> understand, suggested to Ms. Ali that this 6

Board should have taken a further step and 7

ordered restitution for the money that -- our

final order did set forth an amount that she

had paid versus what she had contracted and so 08:38 10

11 forth.

12

Further research and my conversation with

13 the DBPR director of disciplinary actions,

this Board does not have the authority nor the

jurisdiction to order restitution because he 08:38 15

is a state certified contractor. I don't know 16

what the investigator for DBPR is referring 17

to. I've never dealt with this investigator 18

before. But at this point our Board has done

everything we can do, other than the Board 08:39 20

could, according to our ordinance, you could 21

temporarily suspend or make a recommendation

to the Building Official to temporarily 23

suspend his permitting privileges. 24

Now, since the time that Mr. Rich and 08:39 25

TAYLOR REPORTING SERVICES, INCORPORATED

Ms. Ali were here, he's made two attempts to

correct the issue and they have failed, the

City has failed him. Since that happened

Mr. Rich sent a letter to the City asking them

to remove him from the permit. And that's 08:39 5

6 where we're at today.

> She still has an unresolved matter. An 7

investigator from DBPR has been assigned. I

don't know what else this Board could do right

at this point. Ms. Ali, I understand her 08:39 10

frustrations. She's not getting anywhere in a 11

hurry, but he is state certified, which

removes a lot of authority from this Board and 13

14 lies with the State.

MR. MENEZES: Ms. Secretary, could we 08:40 15

suspend his privileges here until he gets with 16

this lady and corrects this? 17

MS. GARRETT: Yes, sir, you can suspend 18

his license and you had the opportunity to do

that at the disciplinary hearing. 08:40 20

> MR. MENEZES: That would get his 21

attention. 22

19

MR. MAGEE: Well, he would have to finish 23 24

or do something within so many days.

MS. GARRETT: See, you can't do anything TAYLOR REPORTING SERVICES, INCORPORATED

08:40 25



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-7960 Public Hearings 11.

BCC Regular Meeting

Meeting Date: 04/09/2015

Issue: Not exceeding \$50,000,000 Wisconsin Public Finance Authority

Revenue Bonds on behalf of the American Agape Foundation, Inc., or

one of its affiliates

From: Richard Lott, Of Counsel Organization: Bryant Miller Olive P.A.

CAO Approval:

RECOMMENDATION:

5:32 p.m. TEFRA Public Hearing for consideration of authorizing the issuance by the Wisconsin Public Finance Authority of not-to-exceed \$50,000,000 in revenue bonds, on behalf of the American Agape Foundation, Inc., or one of its affiliates, for the purpose of financing or refinancing the costs to acquire, renovate, furnish, and equip certain residential rental housing communities, including, but not limited to, Oakwood Terrace, located at 700 West Truman Avenue, Pensacola, Florida 32505.

Recommendation: That the Board take the following action concerning the issuance, by the Wisconsin Public Finance Authority (the "Issuer"), of not-to-exceed \$50,000,000 in revenue bonds (the "Bonds"), on behalf of American Agape Foundation, Inc., or one of its affiliates (the "Company"), for the purpose of financing or refinancing the costs to acquire, renovate, furnish, and equip certain residential rental housing communities, including, but not limited to, Oakwood Terrace, located at 700 West Truman Avenue, Pensacola, Florida 32505:

A. Ratify the scheduling and publication of the Notice of the Tax Equity and Fiscal Responsibility Act (TEFRA) Public Hearing for consideration of authorizing the issuance of the Bonds and advertising of the notice of Public Hearing;

B. Conduct the TEFRA Public Hearing; and

C. Following the public hearing, adopt, and authorize the Chairman to execute, the Resolution authorizing the issuance and sale of the Bonds upon the terms established therein; the Bonds will not be issued by the County nor obligate the credit of the County or pose any obligation or liability for the County.

BACKGROUND:

The proposed Bonds are to be issued by the Issuer to finance or refinance (a) the costs to acquire, renovate, furnish and equip certain residential rental housing communities, including, but not limited to, Oakwood Terrace located at 700 West Truman Avenue, Pensacola, Florida 32505, (b) to pay capitalized interest on the Bonds, (c) to fund reserves, and (d) pay certain costs associated with the issuance of the Bonds. The Bonds do not constitute the debt or indebtedness of the County within the meaning of any provision or limitation of the statutes or Constitution of the State of Florida, and shall not constitute or give rise to a pecuniary liability of the County, or a charge against its general credit or taxing powers.

BUDGETARY IMPACT:

The County will not be required to make any payments or incur any costs for the Bonds. The County shall be also be reimbursed by the Borrower for out of pocket expenses as outlined in Chapter 46, Article VII, of the County's Code of Ordinances (the "Conduit Bonds Ordinance")

LEGAL CONSIDERATIONS/SIGN-OFF:

Richard Lott and JoLinda Herring, Bryant Miller Olive P.A., the County's Bond Counsel, will review the documents on behalf of the County to insure that the County has no liability or obligation under the Bonds.

PERSONNEL:

None.

POLICY/REQUIREMENT FOR BOARD ACTION:

The Bonds will comply with the Board's requirements for the issuance of conduit bonds, as established in the Conduit Bonds Ordinance.

IMPLEMENTATION/COORDINATION:

None.

Attachments

TEFRA Resolution

RESOLUTION NO. R2015-___

RESOLUTION APPROVING THE ISSUANCE OF BONDS BY THE WISCONSIN PUBLIC FINANCE AUTHORITY FOR THE AMERICAN AGAPE FOUNDATION PORTFOLIO PROJECT.

WHEREAS, the Public Finance Authority (the "Issuer") has been established and is validity existing under Wisconsin Statutes Section 66.0304 (the "Act") and an Amended and Restated Joint Exercise of Powers Agreement Relating to the Public Finance Authority, dated as of September 28, 2010 (the "Agreement"), which the Attorney General of the State of Wisconsin (the "State") has determined pursuant to the Act to be in proper form and compatible with the laws of the State; and

WHEREAS, the Issuer intends to issue the Public Finance Authority Multifamily Housing Revenue Bonds (American Agape Foundation Portfolio Project), Series 2015 (the "Bonds"), issuable in one or more series; and

WHEREAS, the purpose of this approval is to satisfy the public approval requirement of Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code") in connection with the issuance of the Bonds; and

WHEREAS, the proceeds of the Bonds will be used by various limited liability companies, the sole member of each is Agape 2015 Portfolio, Inc., a Delaware nonprofit corporation (the "Sole Member") which is a subordinate entity of American Agape Foundation, Inc., a Delaware nonprofit corporation (the "Parent" together with the Sole Member and related limited liability company, the "Borrower") described in Section 501(c)(3) of the Code and exempt from federal income taxation under Section 501(a) of the Code, and its successors and assigns for the purpose of financing or refinancing the costs to: (a) acquire, renovate, furnish and equip certain residential rental housing communities, including, but not limited to, Oakwood Terrace located at 700 West Truman Avenue, Pensacola, FL 32505 (the "Project"), (b) to pay capitalized interest on the Bonds, (c) to fund reserves, and (d) pay certain costs associated with the issuance of the Bonds. Each project will be owned and operated by the respective Borrower; and

WHEREAS, Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"), requires public approval of certain revenue bonds by an applicable elected representative of the governmental unit on behalf of which such bonds are to be issued, and any plan of finance therefor, following a public hearing; and

WHEREAS, the required notice of such public hearing was published in the *Pensacola News Journal*, a newspaper of general circulation in Escambia County, Florida (the "County") on March 22, 2015; and

WHEREAS, following publication of such notice, the Bonds and the plan of finance have been submitted to a public hearing held by the Board of County Commissioners of the County (the "Board") on this date, as required pursuant to Section 147(f) of the Code; and

WHEREAS, the Board has conducted the public hearing and provided reasonable opportunity for all interested persons to express their views; and

WHEREAS, the Board desires to approve the Bonds and the plan of finance pursuant to the requirements of Section 147(f) of the Code;

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

Section 1. The Board hereby approves the form of and the manner of publication of the Notice of Public Hearing (the "Notice") published in the *Pensacola News Journal*, a newspaper of general circulation in the jurisdiction of the County, on March 22, 2015. A certified affidavit establishing proof of proper publication of the Notice is accepted into the record, a copy of which is attached as <u>Exhibit A</u> hereto. After diligent and conscientious consideration of the comments and concerns expressed by the persons appearing at the public hearing, and after diligent and conscientious consideration of any written correspondence, the Board, for the purpose of Section 147(f) of the Code, hereby approves the Bonds, the financing of the Project described herein and in the Notice, and further approves the plan of finance for the issuance by the Issuer from time to time of not exceeding \$50,000,000 of the Bonds, for the purposes herein described.

Section 2. Nothing herein shall be deemed to obligate the County to make any payments or undertake any responsibilities for the costs and expenses and other financial liabilities that may be incurred in connection herewith; provided that the County's Conduit Bond fee shall be applied toward payment of the fee of the County's Bond Counsel.

[Remainder of page intentionally left blank]

Section 3. This Resolution shall be in full force and effect immediately upon its passage.

Passed and approved this 9th day of April, 2015.

BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA

SEAL		
	Ву: _	
		Steven Barry, Chairman
ATTEST:		
PAM CHILDERS,		
CLERK OF THE CIRCUIT COURT		
Ву:		
Deputy Clerk		
Approved as to form and legality:		
Ву:		
County Attorney		

EXHIBIT A

PROOF OF PUBLICATION OF PUBLIC HEARING

[See attached.]



Published Daily-Pensacola, Escambia County, FL

PROOF OF PUBLICATION

State of Florida

County of Escambia:

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

Notice of Public Hearing

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

March 22, 2015

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

Sworn to and subscribed before me this 23th day of March, 2015, by <u>Frances Galbraith</u>, who is personally known to me.

Affiant

Notary Public

Notary Public - State of Florida Comm. Expires August 4, 2018 Comm. No. FF 147551

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that on Thursday, April 9, 2015, at 5:32 p.m., a public hearing as required by Section 147(f) of the Internal Revenue Code of 1986, will be held by the Board of County Commissioners of Escambla County, Florida, in the meeting room of the Board, located at 221 Palafox Place, Pensacola, Florida, 32502 with respect to the proposed Issuance by the Wisconsin Public Finance Authority (the "Authority") of its revenue bonds in one or more series and in the aggregate principal amount not to exceed \$50,000,000 (the "Bonds").

The Bonds are expected to be issued pursuant to Section 66.0304 of the Wisconsin Statutes, as amended, and the proceeds from the sale of the Bonds will be loaned to limited liability companies (each a "Borrower" and collectively, the "Borrowers") whose single member will in each case be a corporate affiliate of American Agape Foundation, inc., a Texas nonprofit corporation and an organization described in Section 501(o)(3) of Code. The proceeds of the Bonds will be used by the Borrower for the purpose of financing or refinancing (a) the costs to acquire renovate, turnish and equip certain residential rental housing communities, including, but not limited to, Dakwood Terrace located at 700 West Truman Avenue, Pensacola, Florida 32505, (b) to pay capitalized interest on the Bonds. (c) to fund reserves, and (d) pay certain costs associated with the issuance of the Bonds. Each project will be owned and operated by the respective Borrower.

The Bonds will be limited obligations of the Authority payable solely from the loan repayments to be made by the Bonowers to the Authority, and certain funds and accounts established by the bond indenture for the Bonds.

Prior to said public hearing, written comments may be delivered to the Clerk of the Circuit Court, ex officio Clerk to the Board, at the Escambia County Courthouse, 221 Palafox Place, Pensacola, Florida 32502.

Persons are advised that, if they decide to appeal a decision made at this public hearing, they will need a record of the proceedings, and, for such purposes they may need to insure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. All interested persons are invited to present their comments at the time and place set forth above.

Pursuant to the Americans with Disabilities Act, persons needing special accommodation to attend the hearing must contact the County at 850-595-4900 at least 3 days prior to the hearing.

BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA Legal No. 1639338, 1T March 22, 2015 Al-7936 Clerk & Comptroller's Report 12. 1.
BCC Regular Meeting Consent

Mosting Date: 04/00/2015

Meeting Date: 04/09/2015

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. Escambia County, Florida, Community Redevelopment Agency Financial Statements and Required Supplementary Information, September 30, 2014, with Independent Auditor's Report, as received in the Clerk to the Board's Office on March 24, 2015;
- B. Financial Statements and Required Supplementary Information, Escambia County, Florida, Detention/Jail Commissary Fund, September 30, 2014, with Independent Auditors' Report, as received in the Clerk to the Board's Office on March 24, 2015;
- C. Escambia County Health Facilities Authority, Pensacola, Florida, Financial Statements, September 30, 2014 and 2013, as received in the Clerk to the Board's Office on March 25, 2015; and
- D. Visit Pensacola, Inc., Financial Statements, September 30, 2014, as received in the Clerk to the Board's Office on March 30, 2015.

Attachments

2014 CRA Financial Statements

CRA Proof of Publication

2014 Jail Commissary Financial Statements

ESC Health Facilities Authority Final Audit

Visit Pensacola Financial Statements

FINANCIAL STATEMENTS AND REQUIRED SUPPLEMENTARY INFORMATION

SEPTEMBER 30, 2014
WITH INDEPENDENT AUDITORS' REPORT

FINANCIAL STATEMENTS AND INDEPENDENT AUDITORS' REPORT

SEPTEMBER 30, 2014 WITH INDEPENDENT AUDITORS' REPORT

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INDEPENDENT AUDITORS' REPORT

The Honorable Board of County Commissioners Escambia County, Florida

Report on the Financial Statements

We have audited the accompanying financial statements of the Community Redevelopment Agency Fund ("CRA") of Escambia County, Florida, as of and for the year ended September 30, 2014, and the related notes to the financial statements, as listed in the table of contents.

Management's Responsibility for the Financial Statements

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

Auditors' Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

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

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

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the CRA of Escambia County, Florida, as of September 30, 2014, and the changes in financial position thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Emphasis of Matter

As discussed in Note 1 to the financial statements, the CRA financial statements referred to above were prepared solely for the purpose of complying with Florida Statutes, Section 163.356 (3)(C). The accompanying financial statements are intended to present the financial position and changes in financial position of the operations of Escambia County solely attributable to the operations of the CRA. They do not purport to, and do not, present fairly the financial position of Escambia County, Florida, as of September 30, 2014, and the changes in its financial position for the fiscal year then ended in conformity with accounting principles generally accepted in the United States of America. Our opinion is not modified with respect to this matter.

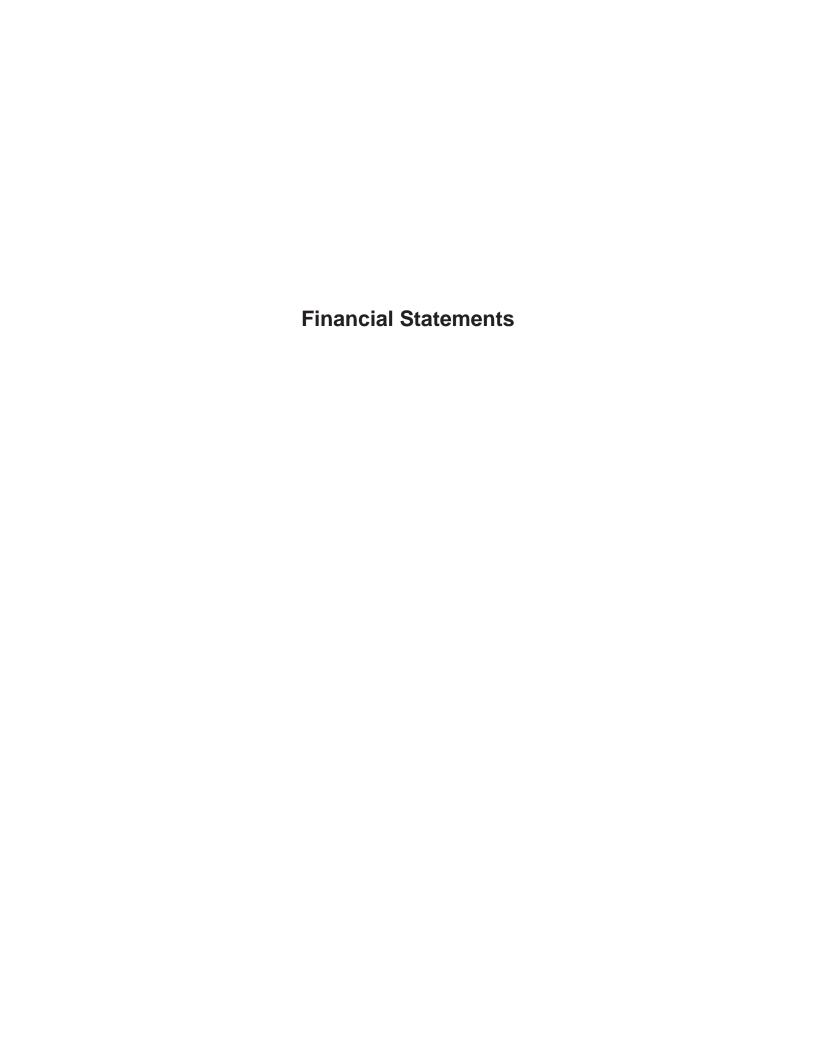
Other Matters

Required Supplementary Information

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

Pensacola, Florida February 18, 2015

Warren averett, LLC



ESCAMBIA COUNTY, FLORIDA COMMUNITY REDEVELOPMENT AGENCY BALANCE SHEET

September 30, 2014

ASSETS Cash and Investments Total Assets		3,301,643 3,301,643
LIABILITIES		
Accounts Payable	\$	48,945
Accrued Liabilities		26,483
Due to Other Governments		3,169
Total Liabilities		78,597
FUND BALANCE: Restricted - Economic & Community Development Total Fund Balance		3,223,046 3,223,046
Total Liabilities and Fund Balance	\$ 3	3,301,643

STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE For the Year Ended September 30, 2014

REVENUES	
Taxes	\$ 584,014
Intergovernmental	185,000
Investment Income	21,191
Miscellaneous Revenues	191
Total Revenues	790,396
EXPENDITURES	
Current:	
General Government	
Personal Services	527,286
Operating	565,860
Grant and Aid	109,134
Capital Outlay	 42,524
Total Expenditures	1,244,804
Excess (Deficiency) of Revenues	
Over (Under) Expenditures	 (454,408)
Fund Balance - Beginning	3,677,454
Fund Balance - Ending	\$ 3,223,046

NOTES TO FINANCIAL STATEMENTS

1. Summary of Significant Accounting Policies

A. Reporting entity

Pursuant to Florida Statutes section 163 Part III, the Community Redevelopment Act of 1969 authorized governments to use tax increment financing as a means for community redevelopment. The primary purpose of this Act is to provide local governments with a source of funds to revitalize the deteriorated portions of their communities. In 1995, the Board of County Commissioners (BOCC) adopted Ordinance No. 95-6 which established the Community Redevelopment Agency (CRA) of Escambia County. The BOCC serves as the CRA Board and has all rights, powers, duties, privileges and immunities authorized by the Act. Included under the CRA jurisdiction are the following six redevelopment areas referred to by location as Warrington, Brownsville, Palafox, Englewood, Barrancas, and Cantonment.

The following is a summary of the significant principles and policies used in the preparation of these financial statements.

For financial reporting purposes, the CRA is a blended component unit of the primary government of Escambia County, Florida (the County), and therefore, is included as such in the Escambia County, Florida, Comprehensive Annual Financial Report as a special revenue fund.

B. Financial Statements

These financial statements are presented for the purpose of complying with Section 163.356 (3)(c), Florida Statutes, which requires the CRA to file, on or before March 31st of year, a report of its activities for the preceding fiscal year, setting forth its assets, liabilities, income, and operating expenditures as of the end of such fiscal year.

Because this special fund level-only report is prepared for statutory compliance purposes, it does not present entity-wide financial statements and management's discussion and analysis in accordance with Governmental Accounting Standards Board (GASB) Statement No. 34.

Entity-wide financial statements are prepared at the County-wide level by the County and also include the CRA special revenue fund. Copies of that report may be found at the Community Redevelopment Agency Office, 221 Palafox Place Suite 305, Pensacola, Florida 32502 or online at www.escambiaclerk.com.

C. Basis of presentation – fund financial statements

The CRA's financial records and accounts are maintained in accordance with the principles of "fund accounting," whereby resources are classified for accounting and reporting purposes into funds to insure compliance with any special restrictions or limitations on the use of such resources. The financial transactions of the CRA are recorded in an individual special revenue fund. Special revenue funds are used to account for and report the proceeds of specific revenue sources that are restricted or committed to expenditures for specified purposes other than debt service or capital projects.

Restricted Fund Balance - Fund balances are classified as restricted when constraints are placed on the use of resources. The resources of the CRA are restricted by Florida Statute 163.387(1)(a) for community redevelopment activities pursuant to the community redevelopment plan approved by the CRA.

NOTES TO FINANCIAL STATEMENTS

1. Summary of Significant Accounting Policies – (Continued)

D. Measurement focus and basis of accounting

The CRA special revenue fund is accounted for on a "spending" or "financial flow" measurement focus. This means that only current assets and current liabilities are generally included on the balance sheet. Reported fund balance is considered a measure of "available or appropriable resources". The operating statement presents increases (revenues and other financing sources) and decreases (expenditures and other financing uses) in net current assets.

The CRA special revenue fund uses the *modified accrual basis of accounting*. Revenues are recognized when they become susceptible to accrual—that is when they are both measurable and available to finance expenditures of the current period. Expenditures generally are recognized under the *modified accrual basis of accounting* when the fund liability is incurred.

E. Funding

The primary source of revenue for the CRA is tax increment financing (TIF), whereby a portion of the difference between the amounts of ad-valorem tax levied each year within the CRA's redevelopment areas and the amounts which would have been produced by the same levy on the assessed values of taxable real property in the redevelopment areas' base year is restricted for redevelopment purposes. Only the taxes levied by the BOCC, City of Pensacola, and the Downtown Improvement Board are subject to the TIF.

Additional sources of revenue are interest income and HUD funded Community Development Block Grant program revenue.

F. Property Tax

Under Florida law, the assessments of all properties and the collections of all county, municipal, and school board property taxes are consolidated in the offices of the County Property Appraiser and the County Tax Collector. The laws of the state regulating tax assessments are also designed to assure a consistent property valuation method statewide. Florida Statutes generally permit counties to levy ad valorem taxes on real and tangible personal property taxes at a rate not to exceed 10 mills for countywide purposes. All property is assessed at 100% of just value.

For the fiscal year 2014, the countywide operating millage rate assessed was 6.6165 mills and the CRA tax increment of that millage rate was 34.3% for the Warrington, Brownsville, Palafox, Englewood, and Barrancas CRAs. The Cantonment CRA is not yet funded by TIF.

All property is assessed by the Property Appraiser according to its fair market value on January 1st of each year. The certified assessment roll is delivered by the Property Appraiser to the Tax Collector. The tax levy is established by the BOCC prior to October 1st of each year and the Tax Collector incorporates the millage into the total tax levy, which includes the municipalities, special districts, and the County School Board tax requirements and produces the tax bill.

All property taxes are billed in arrears and become due and payable on November 1st of each year. All unpaid taxes become delinquent on April 1st following the year which they are assessed. The legal lien date is January 1st of each year. Discounts are allowed for early payment at the rates of 4,3,2,1, and 0 percent for the months of November, December, January, February, and March, respectively.

NOTES TO FINANCIAL STATEMENTS

2. Cash and Investments

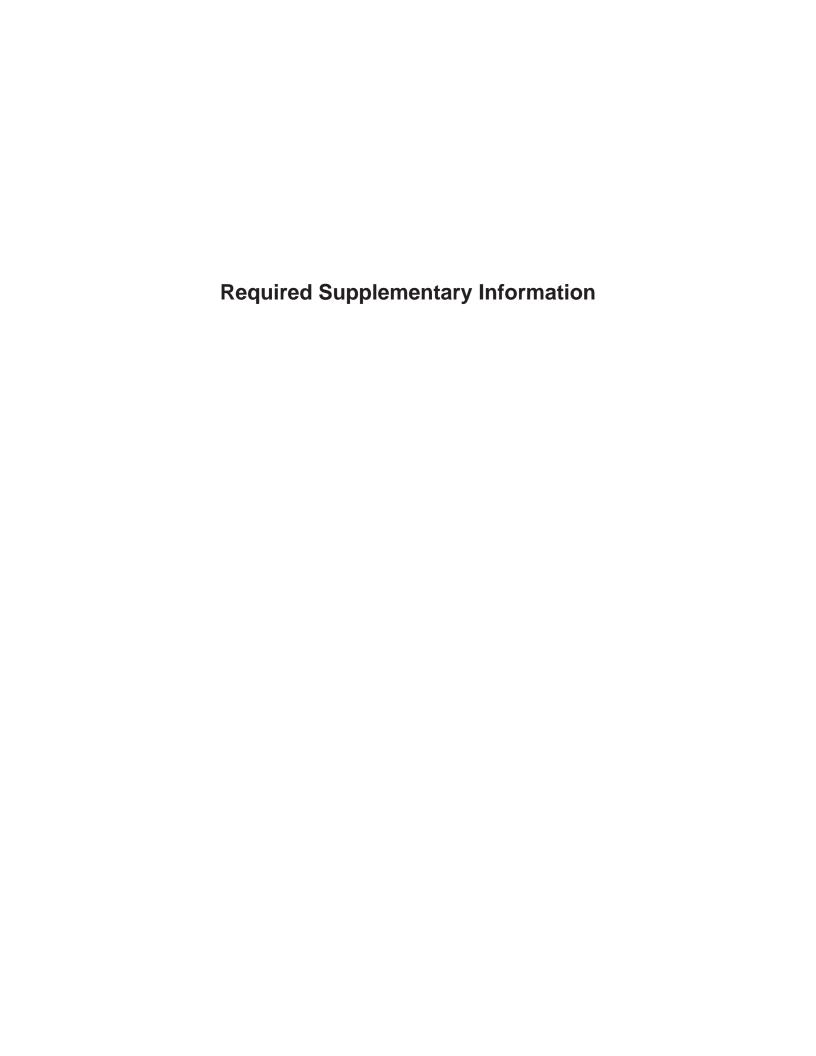
At September 30, 2014, the reported amount of the CRA's cash and investment accounts was approximately \$3.3 million and consisted of \$1.47 million of cash deposits in qualified public depositories and investments of approximately \$1.83 million. All amounts were considered insured through a combination of FDIC coverage and the Florida Security for Public Deposits Act.

3. Capital assets

Capital assets (vehicles, equipment and other property costing at least \$1,000 with a useful life of more than one year) are recorded as expenditures at the time of purchase. These assets are capitalized at cost and depreciated in Escambia County's government-wide financial statements.

4. Litigation

In the opinion of management, based on the advice of legal counsel, there are no lawsuits or claims outstanding which could have a material adverse effect on the financial position of the CRA.



ESCAMBIA COUNTY, FLORIDA COMMUNITY REDEVELOPMENT AGENCY SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE BUDGET AND ACTUAL

For the Year Ended September 30, 2014

	Budgeted Amounts			_		Variance		
	Original		Final		Actual Amounts		В	th Final udget - r (Under)
REVENUES								,
Taxes	\$	625,000	\$	584,014	\$	584,014	\$	-
Intergovernmental		185,000		185,000		185,000		-
Investment Income Miscellaneous Revenues		-		-		21,191 191		21,191 191
Total Revenues		810,000		769,014		790,396		21,382
EXPENDITURES								
Current:								
General Government								
Personal Services		367,187		564,277		527,286		36,991
Operating		660,309		687,202		565,860		121,342
Grant and Aid		104,000		197,000		109,134		87,866
Capital Outlay		390,000		399,131		42,524		356,607
Total Expenditures		1,521,496		1,847,610		1,244,804		602,806
Excess (Deficiency) of Revenues								
Over (Under) Expenditures		(711,496)	(1,078,596)		(454,408)		624,188
Fund Balance - Beginning		711,496		1,078,596	;	3,677,454	2	,598,858
Fund Balance - Ending	\$		\$		\$:	3,223,046	\$ 3	,223,046

SCHEDULE OF FINDINGS AND RESPONSES September 30, 2014

The CRA operates under budget procedures applicable to counties pursuant to Florida Statutes. An annual budget is legally adopted for the CRA on a basis consistent with accounting principles generally accepted in the United States of America. The legal level of budgetary control (i.e., the level at which expenditures may not legally exceed appropriations) is at the fund level.

The CRA's tentative budget is prepared by the BOCC for the ensuing fiscal year. As required by Florida Statutes, the proposed budget contains balanced statements of estimated revenues and proposed expenditures.

After public hearings, a final budget is prepared and adopted no later than September 30th. The CRA budget, which is included in Escambia County's budget, is legally enacted through passage of a resolution.

The County Budget Department is authorized to transfer budgeted amounts within and between departments of the fund; however, the Board of County Commissioners must approve any revisions that alter the total expenditures of the fund.

The budgets presented in the accompanying schedule are as originally adopted, or as legally amended, by the BOCC during the year ended September 30, 2014.



Published Daily-Pensacola, Escambia County, FL

PROOF OF PUBLICATION

State of Florida

County of Escambia:

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

Notice Of Availability

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

March 6, 2015

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

Sworn to and subscribed before me this 6th day of March, 2015, by Anna Hammes, who is personally known to me.

Affiant

Notary Public

CHERYL MANISCALCO Notery Public - State of Florida Comm. Expires August 4, 2018 Comm. No. FF 147551

NOTICE OF AVAILABILITY

Notice is hereby given the Annual Financial Report for Escambia County Community Redevelopment, Agency (GRA) for the Fiscal Year ending 9-30-14 is available as part of the County of Escambiar Comprehensishe Annual Financial Report. The report is available in the Clerk to the Board's Office, 221 Palatox Place, Morday through Financial Review and County of the Clerk's website www.escambiacleric com. This also available is the County in Redevelopment Agency office, 221 Palatox Place, Sulte 305, Monday through Friday, 1830 a.m. to 4.30 a.m. fill in accordance with Part III, "Ohapter 163, Section \$563) ic. Florida Statutes

FINANCIAL STATEMENTS AND REQUIRED SUPPLEMENTARY INFORMATION

ESCAMBIA COUNTY, FLORIDA DETENTION/JAIL COMMISSARY FUND

SEPTEMBER 30, 2014 WITH INDEPENDENT AUDITORS' REPORT

FINANCIAL STATEMENTS AND REQUIRED SUPPLEMENTARY INFORMATION

ESCAMBIA COUNTY, FLORIDA DETENTION/JAIL COMMISSARY FUND

SEPTEMBER 30, 2014 WITH INDEPENDENT AUDITORS' REPORT

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INDEPENDENT AUDITORS' REPORT

The Honorable Board of County Commissioners Escambia County, Florida

Report on the Financial Statements

We have audited the accompanying financial statements of the Detention/Jail Commissary Fund ("Commissary Fund") of Escambia County, Florida, as of and for the year ended September 30, 2014, and the related notes to the financial statements, as listed in the table of contents.

Management's Responsibility for the Financial Statements

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

Auditors' Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

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

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

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Commissary Fund of Escambia County, Florida, as of September 30, 2014, and the changes in financial position thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Emphasis of Matter

As discussed in Note 1 to the financial statements, the Commissary Fund financial statements referred to above were prepared solely for the purpose of complying with Florida Statutes, Section 951.23 (e). The accompanying financial statements are intended to present the financial position and changes in financial position of the operations of the Commissary Fund and they do not purport to, and do not, present fairly the financial position of Escambia County, Florida, as of September 30, 2014, and the changes in its financial position for the fiscal year then ended in conformity with accounting principles generally accepted in the United States of America. Our opinion is not modified with respect to this matter.

Other Matter - Compliance with Florida Statute 951.23 (9)(b)

Florida Statute 951.23(9)(b) requires that commissary prices be set so as to not exceed the fair market value for comparable products sold in the community where the facility is located. In connection with our audit, nothing came to our attention that caused us to believe that the Jail Commissary failed to comply with this requirement, insofar as it relates to accounting matters. However, our audit was not directed toward obtaining knowledge of such noncompliance. Accordingly, had we performed additional procedures, other matters may have come to our attention regarding the Jail Commissary's noncompliance with the above-referenced provision, insofar as it relates to accounting matters.

Restricted Use Relating to the Other Matter

The communication related to compliance described in the foregoing Other Matter paragraph is intended solely for the information and use of the Board of County Commissioners, Jail Commissary management, and state officials, and is not intended to be and should not be used by anyone other than these specified parties.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the budgetary comparison schedule and related notes, as listed in the table of contents, be presented to supplement the basic financial statements. Such information, although not a required part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context.

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

Pensacola, Florida

Warren averett, LLC

February 18, 2015



ESCAMBIA COUNTY, FLORIDA DETENTION/JAIL COMMISSARY FUND BALANCE SHEET September 30, 2014

ASSETS Jail Inmate Trust Account Cash and Investments Accounts Receivable Inventories	\$	118,981 1,013,635 65,733 97,027
Total Assets	\$	1,295,376
LIABILITIES Accounts Payable Accrued Liabilities Due to Other Governments Inmate Deposits - Commissary Total Liabilities	\$	62,694 6,197 4,983 118,981 192,855
FUND BALANCES Non-Spendable Inventory Restricted for Public Safety - Inmate Welfare Total Fund Balances	_	97,027 1,005,494 1,102,521
Total Liabilities and Fund Balances	\$	1,295,376

ESCAMBIA COUNTY, FLORIDA DETENTION/JAIL COMMISSARY FUND STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE For the Year Ended September 30, 2014

REVENUES	
Charges for Service	\$ 844,331
Intergovernmental Investment Income	- 1 767
Miscellaneous Revenues	1,767 482,644
Total Revenues	1,328,742
Total Revenues	1,320,742
EXPENDITURES	
Current:	
Public Safety	
Personnel	153,075
Operating	636,798
Capital	433,759
Total Expenditures	1,223,632
Excess (Deficiency) of Revenues	
Over (Under) Expenditures	105,110
OTHER FINANCING SOURCES (USES)	
Transfers In From Sheriff	997,411
Total Other Financing Sources and (Uses)	997,411
Net Change in Fund Balance	1,102,521
Fund Balance - Beginning	
Fund Balance - Ending	\$ 1,102,521
•	+ 1,102,021

NOTES TO FINANCIAL STATEMENTS

1. Summary of Significant Accounting Policies

The following is a summary of the significant principles and policies used in the preparation of these financial statements.

A. Reporting entity

Pursuant to Florida Statutes section 951.23 (9), a commissary may be operated in the detention facility. If a commissary is established, then an inmate welfare fund shall also be established. The officer in charge will establish a procedure for providing commissary or canteen facilities or access to canteen items for the benefit of the inmate. The commissary or canteen shall not sell food that competes with the detention facility food program. Canteen prices shall be set so as not to exceed the fair market value for comparable products sold in the community where the facility is located. Expenses involved in the commissary operation, including compensation for commissary employees and gratuities for inmates who may assist such employees, may be paid from the profit. Profits from the commissary shall be used for overall inmate welfare.

For financial reporting purposes, the Detention/Jail Commissary Fund (Jail Commissary) is a special revenue of the primary government of Escambia County, Florida (the County), and therefore, is included as such in the Escambia County, Florida, Comprehensive Annual Financial Report.

B. Financial Statements

These financial statements have are presented for the purpose of complying with state law, specifically Section 951.23 (9)(e) Florida Statutes which requires an audit of the fiscal management of the commissary by a disinterested party on an annual basis, which shall include certification of compliance with the pricing requirements.

Because this special fund level-only report is prepared for statutory compliance purposes, it does not present entity-wide financial statements and management's discussion and analysis in accordance with Governmental Accounting Standards Board (GASB) Statement No. 34. All other relevant aspects of GASB Statement No. 34 have been incorporated into this report.

Entity-wide financial statements are prepared at the County-wide level by the County and include Jail Commissary special revenue fund. Copies of that report may be found online at www.escambiaclerk.com, or by contacting the Escambia County Clerk of Circuit Court and Comptroller, Finance Department, 221 Palafox Place Suite 130 Pensacola Florida 32502.

C. Basis of presentation – fund financial statements

The Jail Commissary financial records and accounts are maintained in accordance with the principles of "fund accounting," whereby resources are classified for accounting and reporting purposes into funds to insure compliance with any special restrictions or limitations on the use of such resources. The financial transactions of the fund are recorded in an individual special revenue fund.

NOTES TO FINANCIAL STATEMENTS

1. Summary of Significant Accounting Policies (Continued)

C. Basis of presentation – fund financial statements (continued)

Special Revenue Fund - Special revenue funds are used to account for and report the proceeds of specific revenue sources that are restricted or committed to expenditures for specified purposes other than debt service or capital projects.

Nonspendable Fund Balance – Fund balances are classified as nonspendable, when they are not in spendable form or are legally or contractually required to be maintained intact. Nonspendable fund balance consists of supply inventories.

Restricted Fund Balance - Fund balances are classified as restricted when constraints are placed on the use of resources such as by Florida Statute 951.23(9).

D. Measurement focus and basis of accounting

The Jail Commissary is accounted for on a "spending" or "financial flow" measurement focus. This means that only current assets and current liabilities are generally included on the balance sheet. Reported fund balance is considered a measure of "available or appropriable resources". The operating statement presents increases (revenues and other financing sources) and decreases (expenditures and other financing uses) in net current assets.

The Jail Commissary uses the *modified accrual basis of accounting*. Revenues are recognized when they become susceptible to accrual—that is when they are both measurable and available to finance expenditures of the current period. Expenditures generally are recognized under the *modified accrual basis of accounting* when the fund liability is incurred.

E. Funding

The primary revenues for the Jail Commissary are charges for service. Charges for service consist primarily of commissions on commissary sales and phone services.

Operating expenditures for inmate welfare consist primarily of Chaplin services, educational classes, legal services, health and personal hygiene, clothing, telephone/television/internet.

2. Cash deposits with financial institutions

At year-end the reported amount of the deposits was \$118,981, and the bank balance was \$150,219 in the Jail Inmate Trust checking account (a custodial bank account used to hold monies belonging to inmates). The remaining cash and investments totaling \$1,013,635 consists of equity in pooled cash & investments of the County. All such funds are considered insured through FDIC coverage or by the Florida Security for Public Deposits Act.

NOTES TO FINANCIAL STATEMENTS

3. Inventory

Inventories are valued at estimated cost. The cost of such inventories is recorded as an expenditure when consumed rather than when purchased. The inventory consists primarily of laundry/custodial supplies and medical supplies.

4. Capital assets

Capital assets (vehicles, equipment and other property costing at least \$1,000 with a useful life of more than one year) are recorded as expenditures at the time of purchase. These assets are capitalized at cost and depreciated in Escambia County's government-wide financial statements.

5. Litigation

In the opinion of management, based on the advice of legal counsel, there are no lawsuits or claims outstanding which will have a material adverse effect on the financial position of the Jail Commissary.



ESCAMBIA COUNTY, FLORIDA DETENTION/JAIL COMMISSARY FUND SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE BUDGET AND ACTUAL

For the Year Ended September 30, 2014

	Budgete	d Amounts	-	Variance with Final
	Original	Final	Actual Amounts	Budget - Over (Under)
REVENUES				
Charges for Service	\$ 1,488,430	\$ 1,488,430	\$ 844,331	\$ (644,099)
Intergovernmental	-	-	-	-
Investment Income Miscellaneous Revenues	-	-	1,767	1,767
	- 4 400 400	- 1 100 100	482,644	482,644
Total Revenues	1,488,430	1,488,430	1,328,742	(159,688)
EXPENDITURES				
Current:				
Public Safety				
Personnel	-	158,911	153,075	5,836
Operating	1,286,692	1,127,781	636,798	490,983
Capital	201,738	201,738	433,759	(232,021)
Total Expenditures	1,488,430	1,488,430	1,223,632	264,798
Excess (Deficiency) of Revenues				
Over (Under) Expenditures			105,110	105,110
OTHER FINANCING SOURCES (U	SES)			
Transfers In From Sheriff	-	-	997,411	997,411
Total Other Financing				
Sources and (Uses)			997,411	997,411
Net Change in Fund Balance	-	-	1,102,521	1,102,521
Fund Balance - Beginning				
Fund Balance - Ending	\$ -	\$ -	\$ 1,102,521	\$ 1,102,521

SCHEDULE OF FINDINGS AND RESPONSES September 30, 2014

The Jail Commissary operates under budget procedures applicable to counties pursuant to Florida Statutes. An annual budget is legally adopted for the Jail Commissary special revenue fund on a basis consistent with accounting principles generally accepted in the United States of America. The legal level of budgetary control (i.e., the level at which expenditures may not legally exceed appropriations) is at the fund level.

The budgets presented in the accompanying schedule are as originally adopted, or as legally amended, by the Escambia County Board of County Commissioners during the year ended September 30, 2014.

The Jail Commissary's tentative budget is submitted to the Board of County Commissioners for the ensuing fiscal year. As required by Florida Statutes, the proposed budget contains balanced statements of estimated revenues and proposed appropriations for the fund.

After public hearings, a final budget is prepared and adopted no later than September 30. The Jail Commissary budget, which is included in Escambia County's budget, is legally enacted through passage of a resolution.

The Board of County Commissioners must approve any revisions that alter the total expenditures of the fund. The County Budget Department is authorized to transfer budgeted amounts within departments of a fund and between departments of a fund; however, the Board of County Commissioners must approve any revisions that alter the total expenditures of any fund. The Board of County Commissioners may approve supplemental budget amendments during the year that increase the original budget.



ESCAMBIA COUNTY HEALTH FACILITIES AUTHORITY

Capital Finance Solutions for Non-Profit Health Facilities

March 23, 2015

Hon. Pam Childers Clerk of Circuit Court & Comptroller Attn: Sharon Harrell Office of Clerk to the BCC 221 S. Palafox Place – Suite 130 Pensacola, FL 32502 CLERK OF CHILDERS
ESCAMBIA COUNTY FL

2015 MAR 25 A 11: (3)
FINANCIAL REPORTING/GRANTS

Dear Ms. Childers:

Attached for filing in your office as Clerk to the Board of County Commissioners is a copy of the Authority's audited financial statements for the fiscal year ended September 30, 2014. Please let me know if you need further information.

Sincerely yours,

Paula G. Drummond Executive Director

PGD:dl Enc

cc: Michael Kohler, Chairman

Health Facilities Authority

PENSACOLA, FLORIDA FINANCIAL STATEMENTS SEPTEMBER 30, 2014 AND 2013

ESCAMBIA COUNTY HEALTH FACILITIES AUTHORITY

PENSACOLA, FLORIDA

FINANCIAL STATEMENTS

SEPTEMBER 30, 2014 AND 2013

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INDEPENDENT AUDITOR'S REPORT

- Board of Directors
 Escambia County Health Facilities Authority
 Pensacola, Florida
- Report on the Financial Statements
- We have audited the accompanying financial statements of Escambia County Health Facilities Authority (the "Authority"), as of and for the years ended September 30, 2014 and 2013, and the related notes to the financial statements, which comprise the Authority's basic financial statements, as listed in the table of contents.
 - Management's Responsibility for the Financial Statements
- Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

- Our responsibility is to express opinions on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.
- An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.
- We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

-1-

Board of Directors
Escambia County Health Facilities Authority

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Authority as of September 30, 2014 and 2013, and the respective changes in financial position and cash flows thereof for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Report on Required Supplementary Information

Saltmarch Cleandank & Gunh

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

procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated February 10, 2015, on our consideration of the Authority's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Authority's internal control over financial reporting and compliance.

Pensacola, Florida February 10, 2015

The following is a narrative overview and analysis of the Authority's significant financial activities for the fiscal year ended September 30, 2014.

Operational Highlights

- The Escambia County Health Facilities Authority (the "Authority") has been in operation since 1975 after being established by resolution of the Escambia County Board of County Commissioners under the authority granted by Chapter 154, Part III, Florida Statutes. The Authority is constituted as a public instrumentality, and the exercise by the Authority of the powers conferred upon it by Florida law is held to be the performance of an essential public function. Its primary mission is to provide health facilities within its jurisdiction with the means to assist with the development and maintenance of the public health. It accomplishes this mission by providing health care organizations with capital financing at tax exempt rates to fund the facilities and structures needed by the community. The Authority is self-supporting and receives no federal, state or local governmental funding. The Authority receives no tax revenues from any source, and has no taxing power. Its operations are funded through revenues generated by its financing activities, and investment earnings on its reserves. By law, the Authority must maintain its operations until all of its outstanding bonds have matured and been redeemed. Additional information about the Authority, its history, and operations can be found on its website at www.echealthfinance.org.
- The Authority has one employee who serves as Executive Director and General Counsel. This employee is an attorney in good standing with The Florida Bar since 1978. She has represented the Authority for more than 31 years, first in her private practice of law for 22 years, and then as an employee since 2005. In addition, the Authority retains an external certified public accountant ("CPA") to provide financial management and oversight services on a continuous basis. The Authority's CPA has provided services since 2003. Clerical and other services are provided as needed by independent contractors engaged by the Executive Director from time to time.
- The Authority issues tax exempt revenue bonds, notes, and leases (collectively "bonds") to finance capital projects for non-profit health care organizations under the provisions of Chapters 154 and Chapter 159, Florida Statutes; the Internal Revenue Code of 1986, as amended; and other applicable laws and regulations. The Authority is also called upon from time to time to consider and approve amendments or supplements to the financing documents associated with its outstanding bonds. Since 1975, the Authority has issued more than \$805,000,000 in 33 series of revenue bonds, refunding bonds, or tax exempt equipment leases, to finance or refinance projects for 12 separate health care organizations. The majority of the bond issues have benefited local hospital systems and their affiliated facilities within the State of Florida. See Note 6 Conduit Debt Obligations for additional information on the Authority's financing activities.
- On September 30, 2014, the Authority had \$263,805,769 in outstanding bonds. The Authority is a conduit issuer which means that none of the Authority's general revenues or assets is pledged to the repayment of these bonds. The health care facilities, on whose behalf the bonds were issued (the "Borrowers"), are responsible for payment of principal and interest on the bonds. All of the Authority's rights and obligations in connection with these bonds are assigned to a corporate trustee pursuant to a Trust Indenture for each issue. The Trustee receives the debt service payments from the Borrowers, makes scheduled payments to the bondholders, and performs such other duties as are set forth in the Indentures. The Authority has received no notice from a Trustee that any Borrower was in default in connection with its obligations to pay debt service payments on its outstanding bonds.

Operational Highlights (Continued)

• No new bonds were issued during fiscal year 2014. The following table shows the name of each outstanding bond issue, the original issue dates, maturity dates, and current amounts outstanding:

Name of Issue	Issue Date	Maturity Date	Amount Outstanding on 9-30-2014
\$12,320,000 Escambia County Health FA Revenue Bonds (Azalea Trace, Inc.) Series 2003 A	07/24/03	11/15/15	\$2,455,000
\$25,395,000 Escambia County Health FA Revenue Bonds (Azalea Trace, Inc.) Series 2003 B	07/24/03	11/15/29	\$25,395,000
\$191,850,000 Revenue Bonds (Ascension Health Credit Group) Series 2003 A	03/01/03	11/15/14	\$52,700,000
\$154,515,000 Revenue Bonds (Florida Health Care Facility Loan Program) Series 2000 A	07/25/00	07/01/20	\$9,810,000
\$8,600,000 Revenue Bonds (Covenant Hospice, Inc.) Series 2005 A	06/01/05	06/05/30	\$6,443,587
\$900,000 Revenue Bonds (Covenant Hospice, Inc.) Series 2005 B	08/23/05	07/05/30	\$675,792
\$15,000,000 Revenue Bond (Baptist Hospital, Inc.) Series 2009	12/09/09	11/01/19	\$11,251,626
\$155,000,000 Health Care Facilities Revenue Bonds (Baptist Hospital, Inc.) Series 2010A	02/15/10	08/15/36	\$147,175,000
\$15,000,000 Health Facilities Authority Baptist Hospital, Inc. Tax Exempt Lease Financing	12/08/10	12/14/15	\$7,899,764

- The Authority reinstated its Grant Program in fiscal year 2013. The grant program was originally established to provide a source of funding for capital projects which improve, enhance and facilitate the provision of health care related services to Escambia County residents. Grants are available to local non-profit organizations whose regular funding sources are insufficient to allow them to acquire or upgrade their equipment or facilities. The grants are not loans and do not require repayment by the recipient. The Authority designated \$250,000 from its reserves to fund grants over a five fiscal year period (fiscal years 2013 through 2017). The amount of grant funds available in each of the five fiscal years is \$50,000 and any amounts not awarded will carry over to the following fiscal year. The goal is to assist at least two or more organizations each fiscal year. Additional information about the grant program can be found on the Authority's website.
- Two grants were awarded during fiscal year 2014 to local non-profit organizations. The first grant in the amount of \$5,000 was awarded to the Sacred Heart Hospital Foundation in connection with the renovations of the playroom for children who are patients in the Sacred Heart Children's Hospital in Pensacola. A grant of \$30,000 was awarded to Gulf Coast Kids House, a non-profit child advocacy center and child abuse prevention center, to provide equipment for its medical exam room as part of an expansion to the facilities.
- At the end of fiscal year 2014, the Authority had net position of \$2,874,908. The majority of these funds are designated as reserved for specific purposes. A reserve of \$2,000,000 has been set aside to ensure funds for operating expenses of the Authority over the long term (the "Operating Reserve"). A reserve fund of \$500,000 is maintained for bond issue contingency funding. The remaining Grant Program reserve is \$212,725. The Authority determines the levels of these reserves on an annual basis.

Operational Highlights (Continued)

- The Authority had a net operating loss for fiscal year 2014 of \$174,418. Increases in annual revenue sources depend upon the need for capital financing by the local health facilities. The spread between tax exempt and taxable interest rates is small enough that health facilities have many options for financing their capital needs. Currently, the Authority funds its operations through its annual fees derived from past financings, the earnings on its investments, and from funds held in its operating reserve. Annual bond fees were established according to the fee policy in existence at the time the bonds were issued, and cannot be increased. The Authority has historically kept annual fees at low levels as a consideration to the non-profit Borrowers. The existence of operating reserves has also factored into the decision to maintain annual fees at their current level.
- The Authority maintains a managed custodial investment account to achieve higher yields on reserved funds. At September 30, 2014, the investment portfolio for this account was approximately 32% U.S. Government Obligations and federal agency Mortgage-backed Securities, 52% Corporate Bonds, 13% Certificates of Deposit, and 3% cash and short-term investments.

Overview of the Financial Statements

- This discussion and analysis is intended to serve as an introduction to the Authority's basic financial statements. They are: 1) entity-wide financial statements and 2) notes to the financial statements.
- Entity-wide financial statements are designed to provide readers with a broad overview of the Authority's finances in a manner similar to a private-sector business. The Statements of Financial Position present information on all the Authority's assets and liabilities, with the difference between the two reported as net position. The Statements of Revenues, Expenses, and Changes in Financial Position present information showing how the Authority's net position has changed during the most recent fiscal year end. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows.
- The notes to the financial statements provide additional information that is essential to a full understanding of the data provided in the entity-wide financial statements. The notes to the financial statements begin on page 11 of this report.

Summary of Financial Condition

Escambia County Health Facilities Authority's Net Position

	2014		2013	
<u>\$</u>	2,897,301	\$	3,061,746	
	-		26,783	
	1,397		2,107	
	450		450	
	1,847		29,340	
\$	2,899,148	\$	3,091,086	
\$	11,319	\$	27,821	
	12,921		5,814	
	24,240		33,635	
	1,397		2,107	
	2,000,000		1,500,000	
	500,000		1,200,000	
	212,725		239,242	
	160,786		116,102	
	2,874,908		3,057,451	
\$	2,899,148	\$	3,091,086	
	\$	\$ 2,897,301 1,397 450 1,847 \$ 2,899,148 \$ 11,319 12,921 24,240 1,397 2,000,000 500,000 212,725 160,786 2,874,908	\$ 2,897,301 \$ 1,397 450 1,847 \$ 2,899,148 \$ \$ 11,319 \$ 12,921 24,240 1,397 2,000,000 500,000 212,725 160,786 2,874,908	\$ 2,897,301 \$ 3,061,746 - 26,783 1,397 2,107 450 450 1,847 29,340 \$ 2,899,148 \$ 3,091,086 \$ 11,319 \$ 27,821 12,921 5,814 24,240 33,635 1,397 2,107 2,000,000 1,500,000 500,000 1,200,000 212,725 239,242 160,786 116,102 2,874,908 3,057,451

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

	 2014	 2013
Operating Revenues	\$ 61,807	\$ 69,903
Operating Expenses	(236,225)	(194,679)
Nonoperating Revenues	18,392	14,505
Nonoperating Expenses	(26,517)	(10,758)
Change in Net Position	(182,543)	(121,029)
Net Position - Beginning of Year	 3,057,451	 3,178,480
Net Position - End of Year	\$ 2,874,908	\$ 3,057,451

At the end of the fiscal year, the Authority had net position of \$2,874,908 which is a decrease of \$182,543 from the net position at the beginning of the fiscal year. Total investment income was \$18,392, which represents a 27% increase in nonoperating revenues from the prior fiscal year. Investment income includes net unrealized

losses of \$24,665 and \$40,660 for the years ended September 30, 2014 and 2013, respectively. Unrealized losses are due primarily to fluctuations in the fair market value of securities held in the investment account. Nonoperating revenues excluding net unrealized losses decreased 22% to \$43,057 as of September 30, 2014

from \$55,165 as of September 30, 2013. The total operating expenses for the fiscal year were \$236,225, of which \$159,294 was incurred for payroll and related expenses. The total nonoperating expenses for the year were \$26,517, all of which was for charitable grant payments that were charged against the reserve account for

grants and were not considered part of regular operating expenses.

Requests for Information

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

Attn: Executive Director

P.O. Box 2667

Pensacola, FL 32513-2667

ESCAMBIA COUNTY HEALTH FACILITIES AUTHORITY STATEMENTS OF FINANCIAL POSITION SEPTEMBER 30, 2014 AND 2013

ASSETS

		2014		
Current Assets:	*********			
Cash and cash equivalents	\$	573,237	\$	812,761
Investments		2,310,618		2,232,728
Interest receivable		13,111		15,696
Prepaid insurance		335		561
Total current assets		2,897,301		3,061,746
Non-Current Assets:				
Investments		-		26,783
Capital assets, net of accumulated depreciation		1,397		2,107
Deposits		450		450
Total non-current assets		1,847		29,340

LIABILITIES AND NET POSITION

2,899,148 \$

3,091,086

Total Assets

LIABILITIES AND N	ET POSITION		
Current Liabilities:			
Accrued expenses	\$ 3	3,962 \$	4,279
Compensated absences	7	7,357	2,784
Charitable grants payable		- 10	0,758
Total current liabilities	11	1,319 2	7,821
Non-Current Liabilities:			
Compensated absences	12	2,921	5,814
Total liabilities	24	1,240 33	3,635
Net Position:			
Net investment in capital assets	1	1,397	2,107
Unrestricted:			
Designated for future operations	2,000	1,500	0,000
Designated for bond issue contingencies	500),000 1,200	0,000
Designated for charitable grants	212	2,725 239	9,242
Undesignated	160),786	6,102
Total net position	2,874	,908 3,05	7,451
Total Liabilities and Net Position	\$ 2,899	9,148 \$ 3,091	1,086

ESCAMBIA COUNTY HEALTH FACILITIES AUTHORITY STATEMENTS OF REVENUES, EXPENSES, AND CHANGES IN NET POSITION YEARS ENDED SEPTEMBER 30, 2014 AND 2013

	2014		2013	
Operating Revenues:	 ***************************************			
Fees -				
Annual bond	\$ 49,925	\$	56,505	
Monthly	882		898	
Bond and issuer counsel	 11,000		12,500	
Total operating revenues	 61,807		69,903	
Operating Expenses:				
Accounting and auditing	18,705		16,303	
Bond issuance	7,455		3,059	
Depreciation	1,430		1,484	
Dues and subscriptions	3,152		2,560	
Office expense	5,769		5,550	
Payroll	123,779		114,031	
Payroll taxes	8,491		9,286	
Pension and benefits	27,024		20,884	
Rent	12,030		11,377	
Seminars, training, and travel	28,390		10,145	
Total operating expenses	236,225		194,679	
Operating Loss	 (174,418)		(124,776)	
Nonoperating Revenues (Expenses):				
Investment income	18,392		14,505	
Charitable grants	(26,517)		(10,758)	
Total nonoperating revenues (expenses), net	 (8,125)		3,747	
Change in Net Position	(182,543)		(121,029)	
Net Position - Beginning of Year	 3,057,451		3,178,480	
Net Position - End of Year	\$ 2,874,908	\$	3,057,451	

ESCAMBIA COUNTY HEALTH FACILITIES AUTHORITY STATEMENTS OF CASH FLOWS YEARS ENDED SEPTEMBER 30, 2014 AND 2013

		2014		2013
Cash Flows From Operating Activities:				
Receipts from health facilities and others	\$	61,807	\$	69,903
Payments to vendors		(110,790)		(79,614)
Payments to employees	,	(122,416)		(122,670)
Net cash used in operating activities		(171,399)		(132,381)
Cash Flows From Noncapital Financing Activities:				
Grant payments to other organizations		(37,275)		
Cash Flows From Investing Activities:				
Purchases of investments		(537,434)		(739,286)
Sales and maturities of investments		449,039		945,445
Purchase of capital assets		(720)		•
Receipts from investment income		58,265		73,093
Net cash provided by (used in) investing activities		(30,850)		279,252
Net Increase (Decrease) in Cash and Cash Equivalents		(239,524)		146,871
Cash and Cash Equivalents, Beginning of Year		812,761		665,890
Cash and Cash Equivalents, End of Year	\$	573,237	\$	812,761
Reconciliation of Operating Loss to Net Cash				
Used in Operating Activities:	Ф	(174 410)	ets.	(104.550)
Operating loss	\$	(174,418)	\$	(124,776)
Adjustments to reconcile loss from operations				
to net cash used in operating activities:		1 100		1 101
Depreciation		1,430		1,484
Changes in:				
Prepaid insurance		226		(450)
Accrued expenses		(317)		1,365
Compensated absences		1,680		(10,004)
Net cash used in operating activities	\$	(171,399)	\$	(132,381)

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The Reporting Entity:

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

Measurement Focus, Basis of Accounting and Financial Statement Presentation:

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

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

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

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

Use of Estimates:

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

Cash and Cash Equivalents:

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

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Capital Assets:

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

Compensated Absences:

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

NOTE 2 - DEPOSITS AND INVESTMENTS

Deposits:

At September 30, 2014, the carrying amount of the Authority's deposits was \$217,054 and the bank balance was \$224,028, which was held by qualified public depositories under Chapter 280, Florida Statutes. Accordingly, these deposits are considered to be fully insured.

Concentration of Credit Risk:

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

As of September 30, 2014, 11% of the Authority's investments were in the Florida PRIME, which is exempt from the concentration risk policy, while the remaining 89% of investments were in U.S. Government obligations, mortgage-backed securities and corporate bonds through a custodial account. At September 30, 2014, no assets subject to the concentration risk policy represented 6% or more invested in the securities of any single issuer.

NOTE 2 - DEPOSITS AND INVESTMENTS (Continued)

Credit Risk:

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

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

NOTE 2 - DEPOSITS AND INVESTMENTS (Continued)

Credit Risk (Continued):

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

Although the Authority's investment policy does not contain a credit quality rating requirement from a nationally recognized rating agency for the Florida PRIME, Standard and Poor's Ratings Services assigned its "AAAm" principal stability fund rating to the Florida PRIME as of September 30, 2014. The Florida PRIME is an external 2a7-like investment pool, in which the fair value of the Authority's position in the pool is the same as the value of the pool shares. Fund B is a fluctuating net asset value ("NAV") pool. Fund B was not rated by a nationally recognized statistical rating agency as of September 30, 2014.

Participants cannot make additional deposits into, or any withdrawals from, Fund B. Participants in Fund B will receive periodic distributions to the extent that Fund B receives proceeds deemed material by the SBA from (1) the natural maturities of securities, coupon interest collections, or collateral interest and principal pay downs; or (2) the sale of securities, collateral liquidation, or other restructure and workout activities undertaken. The balance of the Authority's funds previously allocated into Fund B was returned in full to Florida PRIME as of September 30, 2014.

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

The Authority's investment policy states that a credit quality rating of single A or better from a nationally recognized rating agency is required at the time of purchase for its investments in corporate bonds. Moody's Investor Services assigned rates ranging from the "Aa2" (Standard & Poor's equivalent of "AA") rating to the "A2" (Standard & Poor's equivalent of "A") rating to the Authority's investments in corporate bonds as of September 30, 2014, except for one corporate bond which had its rating lowered to "Baa1" by Moody's Investor Services subsequent to its purchase.

NOTE 2 - DEPOSITS AND INVESTMENTS (Continued)

Credit Risk (Continued):

The Authority's investment policy states that a credit quality rating of single "AAAm" by Standard & Poor's or the equivalent is required for its investments in money market funds. Standard & Poor's assigned the rate of "AAAm" to the Authority's investments in money market funds as of September 30, 2014.

Interest Rate Risk:

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

Investments:

As of September 30, 2014 and 2013, the Authority had the following investments:

Investment	Maturities	 2014	2013		
Money market funds	Average of less than 60 days	\$ 73,383	\$	232,194	
Local Government Surplus Funds Trust Fund	Average of 39 days	282,800		460,565	
Fund B Surplus Funds Trust Fund		**		26,783	
Certificates of deposit	Average of 8.84 months	300,287		100,000	
U.S. Government obligations	Average of 2.74 years	678,811		670,001	
Mortgage-backed securities	Average of 7.53 years	79,722		111,725	
Corporate bonds	Average of 1.07 years	 1,251,798		1,351,002	
		\$ 2,666,801	\$	2,952,270	

NOTE 3 - CAPITAL ASSETS

Changes in capital assets were as follows:

	•		Beginning Balance Additions				sposals	Ending Balance		
suph GB	Office equipment Less accumulated depreciation	\$	18,864 (16,757)	\$	720 (1,430)	\$	-	\$	19,584 (18,187)	
		\$	2,107	\$	(710)	\$	-	\$	1,397	

NOTE 4 - COMPENSATED ABSENCES

Compensated absences consist of accumulated unpaid paid time off, which covers personal or family member illness, medical care, bereavement leave, or other personal time off. Changes in compensated absences were as follows:

	 Beginning Balance	 Additions	Payments		Ending syments Balance		 Current Portion
Compensated absences	\$ 18,598	\$ 17,477	\$	(15,797)	\$	20,278	\$ 7,357

NOTE 5 - RISK MANAGEMENT

The Authority is exposed to various levels of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; and natural disasters. The Authority does not carry insurance against these risks. The Authority has implemented a policy that any check drawn on an Authority account in the amount of \$50,000 or more requires the signatures of two authorized signors on the account. The Authority does maintain a crime shield policy that covers the Authority against theft up to \$50,000. The Authority and its Executive Director have implemented financial policies and procedures to establish a system of internal controls, including the engagement of an external certified public accountant who provides extensive financial management services on a continuous basis. The Executive Director has discretionary authority to make purchases for day to day operations in amounts that do not exceed \$2,500, subject to the budget appropriation for the expense category; all other expenditures exceeding that value are pre-approved by the Board prior to payment. There have been no losses for these risks in any of the prior three fiscal years, and the Authority is not aware of any liabilities related to these risks as of September 30, 2014.

NOTE 6 - CONDUIT DEBT OBLIGATIONS

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

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

NOTE 6 - CONDUIT DEBT OBLIGATIONS (Continued)

The outstanding balance of conduit debt obligations issued by the Authority was \$263,805,769 and \$322,745,003 at September 30, 2014 and 2013, respectively.

NOTE 7 - PENSION PLANS

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

The System issues a publicly available financial report that includes financial statements and required supplementary information for the System. That report may be obtained by writing to Florida Division of Retirement, 2639 N. Monroe Street, and Building C, Tallahassee, Florida 32399 or calling 1-850-422-5706.

The Authority is required by State statute to make contributions to the System equal to a certain percent of covered employees' salaries. Employees are required to contribute 3% of monthly gross compensation to their retirement account with the System. On July 1, 2013, the Authority's employee entered the DROP, which changed the contribution rates. The DROP participation period for the employee ends as of November 1, 2017. The employee was no longer required to make contributions, and the Authority's rate changed to 12.84% due to a substantial increase put into place by the Florida Legislature in an effort to provide for full funding of the Pension Plan's unfunded actuarial liability. The previous DROP rate was 5.44%. The Authority's rate was 12.28% from July 1, 2014 through September 30, 2014. Contributions for the years ended September 30, 2014, 2013, and 2012 were \$15,039, \$9,047, and \$5,349, respectively.

NOTES TO FINANCIAL STATEMENTS SEPTEMBER 30, 2014 AND 2013

NOTE 8 - OPERATING LEASE

The Authority leases office space under an operating lease which expires on June 30, 2016. Rent expense for the facility lease amounted to \$12,030 and \$11,377 for the years ended September 30, 2014 and 2013, respectively. The minimum future rental payments total approximately \$21,000 through June 30, 2016.

NOTE 9 - RELATED PARTY TRANSACTIONS

A member of the Authority's Board of Directors holds a key position in the local Commercial Services division of a Pensacola based bank used by the Authority for two of its depository accounts. The Authority also maintains an investment account that is handled by the Investment Management and Corporate Trust Services divisions at the bank's corporate headquarters in Alabama. The board member is not affiliated with these Alabama divisions. At September 30, 2014, amounts at this bank totaling approximately \$2,518,000 were held in checking, money market, and investment accounts.

NOTE 10 - CHARITABLE GRANT PROGRAM

The Authority reinstated its Charitable Grant Program during fiscal year 2013 to improve health care related services to residents of Escambia County, Florida. At that time, the Authority designated \$250,000 to fund the Charitable Grant Program over five years.

During fiscal year 2013, the Authority approved grants to assist the following non-profit organizations: Pace Center for Girls to equip and furnish the health care clinic in their new facility (up to \$10,000) and Health and Hope Clinic to purchase information technology and other equipment for three clinic locations including one new facility (up to \$30,000). As of September 30, 2014, these grants were closed and any unused balances were designated for future grant funding.

During fiscal year 2014, the Authority approved grants to assist the following non-profit organizations: Sacred Heart Hospital Foundation for the LEAP Class of 2014 project to renovate the children's playroom at Sacred Heart Children's Hospital (up to \$5,000) and Gulf Coast Kids' House to purchase medical and other equipment for the new medical exam and forensic interview rooms (up to \$30,000). As of September 30, 2014, the Sacred Heart Hospital Foundation grant was fully expensed and closed. No amounts were expensed for the Gulf Coast Kids' House grant as of September 30, 2014.

During fiscal years 2013 and 2014, the Authority expensed \$10,758 and \$26,517, respectively, in funding for grants.

At September 30, 2014, \$30,000 remained available for funding the Gulf Coast Kids' House grant and \$182,725 was available for funding additional grants over the life of the program.

NOTE 11 - NEW ACCOUNTING STANDARD

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



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

Board of Directors
Escambia County Health Facilities Authority
Pensacola, Florida

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of Escambia County Health Facilities Authority (the "Authority") as of and for the year ended September 30, 2014, and the related notes to the financial statements, which collectively comprise the Authority's basic financial statements, and have issued our report thereon dated February 10, 2015.

Internal Control Over Financial Reporting

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

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

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

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Board of Directors
Escambia County Health Facilities Authority

Compliance and Other Matters

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

Purpose of Report

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

- Saltmanh Cleanslanh & Bunh
Pensacola Florida

Pensacola, Florida February 10, 2015



INDEPENDENT ACCOUNTANT'S REPORT ON COMPLIANCE WITH SECTION 218.45, FLORIDA STATUTES

Board of Directors
Escambia County Health Facilities Authority
Pensacola, Florida

Saltmarch Cleandank & Gunh

We have examined Escambia County Health Facilities Authority's (the "Authority's") compliance with Section 218.415, Florida Statutes during the year ended September 30, 2014. Management is responsible for the Authority's compliance with those requirements. Our responsibility is to express an opinion on the Authority's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and, accordingly, included examining, on a test basis, evidence about the Authority's compliance with those requirements and performing such procedures as we considered necessary in the circumstances. We believe that our examination provided a reasonable basis for our opinion. Our examination does not provide a legal determination on the Authority's compliance with specified requirements.

In our opinion, the Authority complied, in all material respects, with the aforementioned requirements for the year ended September 30, 2014.

Pensacola, Florida February 10, 2015

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MANAGEMENT LETTER

Board of Directors
Escambia County Health Facilities Authority
Pensacola, Florida

Report on the Financial Statements

We have audited the financial statements of Escambia County Health Facilities Authority (the "Authority") as of and for the fiscal year ended September 30, 2014, and have issued our report thereon dated February 10, 2015.

Auditor's Responsibility

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and Chapter 10.550, Rules of the Auditor General.

Other Reports

We have issued our Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of the Financial Statements Performed in Accordance with *Government Auditing Standards*, and our Independent Accountant's Report on an examination conducted in accordance with *AICPA Professional Standards*, Section 601, regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in those reports, which are dated February 10, 2015, should be considered in conjunction with this management letter.

Prior Audit Findings and Recommendations

- Section 10.554(1)(i)1., Rules of the Auditor General, requires that we determine whether or not corrective actions have been taken to address findings and recommendations made in the preceding annual financial audit report. Auditor's Comment 2005-1 was included in the audit Report on Internal Control Over Financial Reporting and on Compliance and Other Matters for the year ended September 30, 2012; however, due to significant changes in controls during the year ended September 30, 2013 to address Auditor's Comment 2005-1, the remaining recommendations in this area were removed from the audit Report on Internal Control Over Financial Reporting and on Compliance and Other Matters and were reported only in the Management
- Over Financial Reporting and on Compliance and Other Matters and were reported only in the Management Letter as comment 2013-1. There were no changes in controls during the year ended September 30, 2014 that warranted further modification of comment 2013-1, as reported in this letter under Other Matters.

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Board of Directors Escambia County Health Facilities Authority

Official Title and Legal Authority

Section 10.554(1)(i)4., Rules of the Auditor General, requires that the name or official title and legal authority for the primary government and each component unit of the reporting entity be disclosed in the management letter, unless disclosed in the notes to the financial statements. This information is included in the notes to the financial statements. There are no component units.

Financial Condition

- Section 10.554(1)(i)5.a., Rules of the Auditor General, requires that we report the results of our determination as to whether or not the Authority has met one or more of the conditions described in Section 218.503(1). Florida Statutes, and identification of the specific condition(s) met. In connection with our audit, we determined that the Authority did not meet any of the conditions described in Section 218.503(1), Florida
- Statutes.
- Pursuant to Section 10.554(1)(i)5.c. and 10.556(8), Rules of the Auditor General, we applied financial condition assessment procedures. It is management's responsibility to monitor the Authority's financial condition, and our financial condition assessment was based in part on representations made by management and the review of financial information provided by same.

Annual Financial Report

Section 10.554(1)(i)5.b., Rules of the Auditor General, requires that we report the results of our determination as to whether the annual financial report for the Authority for the fiscal year ended September 30, 2014, filed with the Florida Department of Financial Services pursuant to Section 218.32(1)(a), Florida Statutes, is in agreement with the annual financial audit report for the fiscal year ended September 30, 2014. In connection with our audit, we determined that these two reports were in agreement.

Special District Component Units

Section 10.554(1)(i)5.d, Rules of the Auditor General, requires that we determine whether or not a special district that is a component unit of a county, municipality, or special district, provided the financial information necessary for proper reporting of the component unit, within the audited financial statements of the county, municipality, or special district in accordance with Section 218.39(3)(b), Florida Statutes. In connection with our audit, we determined that the Authority, a special district component unit, provided the necessary information for proper reporting in accordance with Section 218.39(3)(b), Florida Statutes.

Board of Directors

Escambia County Health Facilities Authority

Other Matters

Section 10.554(1)(i)2., Rules of the Auditor General, requires that we address in the management letter any recommendations to improve financial management. In connection with our audit, we had the following recommendation:

2013-1: Segregation of Duties

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

Section 10.554(1)(i)3., Rules of the Auditor General, requires that we address noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but which warrants the attention of those charged with governance. In connection with our audit, we did not have any such findings.

Purpose of this Letter

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

Pensacola, Florida

Saltmarch Cleandand & Gund

February 10, 2015



101 WEST MAIN STREET POST OFFICE BOX 12463 PENSACOLA, FLORIDA 32591

PHONE: 850/434-2800 FAX: 850/432-4237 www.pensacolasports.com

March 27, 2014

Ms. Pam Childers Clerk of the Circuit Court Escambia County 221 Palafox Place Pensacola, FL 32502 FINANCIAL REPORTING/GRANTS

PAM CHILDERS
CLERK OF CIRCUIT COURT
ESCAMBIA COUNTY FL

Re:

Financial reports/contract for TDT funding

Escambia County and PSA acting as Fiscal Agent for Visit Pensacola

Dear Ms. Childers:

We respectfully submit the 2014 audited financial statements for Visit Pensacola, Inc and the IRS Form 990 for the Perdido Key Chamber of Commerce as required by our contracts with them for TDT funding and the contract referenced above with Escambia County (dated October 1, 2015).

Thank you for the help and support your office provides; should you have any questions, please call me any time at 434-2800.

PENSACOLA SPORTS ASSOCIATION

Ray Palmer

Executive Director

Pensacola Sports Association

Enclosure

VISIT PENSACOLA, INC.

FINANCIAL STATEMENTS
SEPTEMBER 30, 2014

VISIT PENSACOLA, INC. TABLE OF CONTENTS SEPTEMBER 30, 2014

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INDEPENDENT AUDITORS' REPORT

To the Finance Committee and Board of Directors Visit Pensacola, Inc.

Report on the Financial Statements

We have audited the accompanying financial statements of Visit Pensacola, Inc., [operating as a 501(c)(6) nonprofit corporation], (hereinafter referred to as "VPI"), which comprise the statement of financial position as of September 30, 2014, and the related statements of activities and cash flows for the nine months then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditors' Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

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

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

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of VPI as of September 30, 2014, and the changes in its net assets and its cash flows for the nine months then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The schedule of functional expenses on page 11 is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

Pensacola, Florida January 27, 2015

Warren averett LLC

VISIT PENSACOLA, INC. STATEMENT OF FINANCIAL POSITION SEPTEMBER 30, 2014

ASSETS		
CURRENT ASSETS Accounts receivable, net of allowance for doubtful accounts of \$1,467 Inventories Prepaid expenses Total current assets	\$	675,338 4,029 24,300 703,667
NONCURRENT ASSETS Property and equipment, net Total noncurrent assets		14,279 14,279
TOTAL ASSETS	_\$	717,946
LIABILITIES AND NET ASSETS		
CURRENT LIABILITIES Cash deficit Accounts payable Accrued payroll Accrued expenses Unearned revenue Total current liabilities	\$	197,073 307,435 32,575 19,514 25,207 581,804
NET ASSETS Unrestricted net assets Total net assets	***************************************	136,142 136,142
TOTAL LIABILITIES AND NET ASSETS	\$	717,946

VISIT PENSACOLA, INC. STATEMENT OF ACTIVITIES FOR THE NINE MONTH PERIOD ENDED SEPTEMBER 30, 2014

Revenues	
Tourism development revenue	\$ 3,851,864
Partnership and membership income	40,195
Advertising income	46,000
In-kind income	82,826
Grant income	38,638
Merchandise sales	7,617
Miscellaneous income	 3,871
Total revenues	 4,071,011
Operating expenses	
Program expenses	
Tourism development	3,688,909
Supporting expenses	
Management and general	245,960
Total operating expenses	3,934,869
CHANGE IN NET ASSETS	136,142
NET ASSETS, BEGINNING OF PERIOD	
NET ASSETS, END OF PERIOD	\$ 136,142

VISIT PENSACOLA, INC. STATEMENT OF CASH FLOWS FOR THE NINE MONTH PERIOD ENDED SEPTEMBER 30, 2014

CASH FLOWS FROM OPERATING ACTIVITIES		
Change in net assets	\$	136,142
Adjustments to reconcile change in net assets		
to net cash used in operating activities:		
Bad debt expense		8,350
Depreciation		286
Donated equipment		(14,565)
Decrease (increase) in		
Accounts receivable		(683,688)
Inventories		(4,029)
Prepaid expenses		(24,300)
Increase (decrease) in		
Accounts payable		307,435
Accrued payroll		32,575
Accrued expenses		19,514
Unearned revenue		25,207
Net cash used in operating activities		(197,073)
CASH FLOWS FROM FINANCING ACTIVITIES		
Changes in cash deficit		197,073
NET INCREASE IN CASH AND CASH EQUIVALENTS		-
CACH AND CACH FOUNTAL ENTS, DECIMINED OF DEDICE		
CASH AND CASH EQUIVALENTS, BEGINNING OF PERIOD		
CASH AND CASH EQUIVALENTS, END OF PERIOD		-

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES AND DESCRIPTION OF BUSINESS

Description of Business

Visit Pensacola, Inc. ("VPI") was formed August 26, 2013 as a Florida not-for-profit corporation to promote the common business interests of Escambia County, Florida's tourism industry, and to unify the private sector, visitor, tourism, meeting, and convention interests of the various incorporated and unincorporated areas of Escambia County, in order to speak with a collective, focused voice of authority on issues that affect the tourism industry. VPI has filed application with the IRS for determination as a 501(c)(6) tax exempt entity.

The primary source of revenue is a portion of the local option tourist development tax imposed and collected on short term lodging by the Escambia County Board of County Commissioners ("the County") which is passed through the Pensacola Sports Association (PSA) and provided to VPI on a reimbursement basis as VPI incurs expenditures in carrying out its mission. January 1, 2014, was the effective date VPI commenced operations under the agreement with the County and PSA.

The Pensacola Chamber of Commerce ("the Chamber") was the previous administrator of the local option tourist development tax for the County and, effective January 1, 2014, under a Memorandum of Understanding with the Chamber, various assets, liabilities, and contractual commitments of the Chamber related to certain tourism related activities were transferred to VPI.

Basis of Accounting

The financial statements of VPI are prepared under the accrual basis of accounting, in accordance with accounting principles generally accepted in the United States of America (GAAP). Revenues are recognized when earned and expenses are recognized when incurred.

Basis of Presentation

VPI reports information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets.

Unrestricted net assets represent revenues and expenses related to the operation and management of VPI's primary programs and supporting services. If funds are raised and set aside by the Board for future use, these are considered unrestricted. Temporarily restricted contributions that are expended for their restricted purpose in the same reporting period as received may be recorded as unrestricted.

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES AND DESCRIPTION OF BUSINESS - CONTINUED

Temporarily restricted net assets represent resources available for use, but expendable only for the purposes specifically stated by the donor. As of September 30, 2014, VPI held no temporarily restricted net assets.

Permanently restricted net assets are assets subject to donor-imposed stipulations that they be maintained permanently by VPI. Generally, the donors of these assets permit VPI to use all or part of the income earned on any related investments for general or specific purposes. As of September 30, 2014, the VPI held no permanently restricted net assets.

Use of Estimates

Management uses estimates and assumptions in preparing these financial statements in accordance with GAAP. These estimates and assumptions affect the amounts reported in the financial statements and the note disclosures. Actual results could vary from these estimates.

Cash and Cash Equivalents

For purposes of the statement of cash flows, if applicable, VPI considers highly liquid debt instruments purchased with an original maturity of three months or less to be cash equivalents.

Restricted Cash

VPI's fiscal agent, PSA, requires VPI to maintain a separate bank account to account for all funds received from the fiscal agent and to make all disbursements of funds received from the fiscal agent from the aforementioned account.

Accounts Receivable

Accounts receivable are reported at unpaid balances, less an allowance for doubtful accounts. Management evaluates the status of unpaid accounts and adjusts the allowance as necessary through a provision for bad debt expense.

Inventories

Inventories consist of primarily of souvenirs and promotional goods, including maps, brochures, and postcards and are valued at estimated cost.

Property and Equipment

VPI capitalizes all expenditures in excess of \$1,000 for property and equipment at cost. Repairs and maintenance expenses are expensed as incurred. Donated assets are recorded at fair value on the date of the gift. Depreciation is provided over the estimated useful lives of the respective assets on a straight-line basis. Furniture, fixtures and equipment are depreciated over 5-7 years.

Unearned Revenue

Unearned revenue includes partnership and membership dues which were received in advance and will be recognized over the life of the membership of the partner of VPI.

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES AND DESCRIPTION OF BUSINESS - CONTINUED

Compensated Absences

The liability for compensated absences of \$5,372 as of September 30, 2014 is included in accrued payroll. This represents amounts owed to employees under VPI's paid time off policy.

Donated Assets

Donated equipment and other noncash donations are valued at estimated fair value at the date of donation. Assets consisting primarily of office equipment totaling \$14,565 were donated during the year.

VPI uses certain equipment for its activities which was acquired and paid for by Escambia County. Title vests with the County and such assets are not recorded as assets of VPI. The County does not charge VPI for the use of the equipment. The value of the use of these assets is deemed immaterial and no amount has been recorded in the accompanying financial statements.

Donated Facilities

VPI occupies space at the Visitor Information Center under a lease agreement with the Chamber for \$10 annually. The annual lease automatically renews, unless otherwise terminated pursuant to the agreement. VIP has estimated the fair value of the lease for the nine months ended September 30, 2014 to be \$67,836 and recorded this amount as an in-kind contribution and related rental expense in the statement of activities.

Functional Allocation of Expenses

The costs of providing the program and supporting activities of VPI have been summarized on a functional basis in the statement of activities. Accordingly, certain costs have been allocated by management among the program and supporting activities.

Advertising

The primary purpose of VPI is to promote and advertise the local community. As such, all program expenses are considered to be either direct or indirect forms of "advertising". Such costs are expensed as incurred.

Income Taxes

VPI has applied for but not yet received tax exempt status under Section 501(c)(6) of the Internal Revenue Code. While awaiting approval by the IRS, it is permitted to operate as a tax-exempt organization. Therefore, except for taxes pertaining to unrelated business income, VPI believes it is exempt from federal and state income taxes. VPI is not aware of any uncertain tax positions that would require disclosure or accrual in accordance with generally accepted accounting principles.

Events Occurring After Reporting Date

VPI has evaluated events and transactions that occurred between September 30, 2014, and January 27, 2015, which is the date that financial statements were available to be issued, for possible recognition or disclosure in the financial statements.

2. ACCOUNTS RECEIVABLE

Accounts receivable at September 30, 2014 consisted of the following:

Tourism receivable from PSA	\$ 621,633
Grant receivable - BP	38,638
Partnership Dues	9,981
Other	6,553
	676,805
Less allowance	 (1,467)
Net accounts receivable	\$ 675,338

3. PROPERTY AND EQUIPMENT

Property and equipment at September 30, 2014 consisted of the following:

Furniture and fixtures	\$ 9,250
Equipment	5,315
	14,565
Less accumulated depreciation	286
Net property and equipment	\$ 14,279

4. CONCENTRATIONS OF RISK

VPI's activities are primarily funded by a discretionary appropriation of the Escambia County local option tourist development tax. VPI's ability to continue to operate at current levels is dependent on continued funding from this source.

VPI occasionally maintains cash balances in excess of the insured limits provided by the Federal Deposit Insurance Corporation.

5. RELATED PARTY TRANSACTIONS

VPI enters into certain promotional partnership and marketing transactions with organizations that may be affiliated with members of VPI's Board of Directors. These transactions are conducted at arms-length and are in the normal course of business.

6. RETIREMENT PLAN

VPI adopted a 401(k) plan for the benefit of its employees. All employees are eligible to participant if they have completed one year of service and are at least 21 years of age. The plan provides for a safe harbor matching employer contribution equal to 100% of salary deferrals that do not exceed 4% of compensation for each payroll period. For the period ended September 30, 2014, the matching contributions totaled \$2,456.

7. CASH DEFICIT

The cash deficit is the result of the release of checks to vendors on September 30, 2014 in anticipation of reimbursement from PSA which occurred on October 2, 2014. The amounts reimbursed are reflected in accounts receivable in the statement of financial position.



VISIT PENSACOLA, INC. SCHEDULE OF FUNCTIONAL EXPENSES FOR THE NINE MONTH PERIOD ENDED SEPTEMBER 30, 2014

	Program Services Tourism	Supporting Services Management and General	•	Total
Bank and credit card fees	\$ 79	\$ 475	\$	554
Marketing research	305,294	-		305,294
Advertising	1,181,043	_		1,181,043
Public relations	386,600	-		386,600
Production	597,650	20,062		617,712
Festivals and events	240,582	-		240,582
Promotions	68,486	-		68,486
Brochures and collateral	102,467	-		102,467
Agency fees	127,406	-		127,406
Registration	52,877	-		52,877
Dues and subscriptions	16,466	5,489		21,955
Travel, meals and entertainment	47,774	1,027		48,801
Partnership expense	1,684	562		2,246
Repairs and maintenance	56,938	18,979		75,917
Insurance	8,478	8,238		16,716
Professional services	-	5,812		5,812
Office supplies	69,850	20,633		90,483
Rent	50,884	16,962		67,846
Utilities	23,042	7,681		30,723
Personnel expense	351,023	131,408		482,431
Miscellaneous expense	-	282		282
Bad debt expense	-	8,350		8,350
Depreciation	286	_		286
TOTAL OPERATING EXPENSES	\$ 3,688,909	\$ 245,960	\$	3,934,869

Form 990

Return of Organization Exempt From Income Tax

OMB No. 1545-0047

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

2013

 Do not enter Social Security numbers on this form as it may be made public.
 Information about Form 990 and its instructions is at www.irs.gov/torm990. Open to Public Inspection Department of the Treasury
Internal Revenue Service

Do not enter Social Se
Information about For
A For the 2013 calendar year, or tax year beginning 7/1/2013 6/30/2014

-			7.112010	<u> </u>	4	manning 0,000	2017	
B		applicable:	C Name of organization Perdido Key Area Chamber of	Commerce, I	Inc.	D Employer is	dentification n	lumber
Ш	Address	change	Doing Business As					
П	Name ch	nange	Number and street (or P.O. box if mail is not delivered to street addr	ress) Room/s	suite	59-2993049		***************************************
\equiv		-	15500 Perdido Key Drive			E Telephane n	iumber	
Ш	initial ret	um	City or town State	ZIP cod		(850) 492-46	60	
	Terminat	ed	Perdido Key FL Foreign country name Foreign province/state/country	32507				
П	Amender	d rotum	Foreign country name Foreign province/state/county	Foreign	postai	1		050 100
드						G Gross receip	ns S	950,460
Ш	Application	on pending	F. Name and address of principal officer:			H(a) is this a group return for	subordinates?	Yes X No
			Sharyon Miller 41 N. Jefferson Street, Pensacola, FL 3	32502		H(b) Are all subordinates	included?	Yes No
1	Tax-exer	opt status:	501(c)(3) X 501(c) (6) ◀ (insert no.) 494	47(a)(1) or	527	If "No," attach a list.	(see instruction	ns)
	Wehsite	a. > INVAN	perdidochamber.com		,			
					г	H(c) Group exemption nu	mber -	
-		rganization:	X Corporation Trust Association Other ▶		L Yea	r of formation: 1983	M State of le	gal domicite: FL
	art i		nmary					
m	1	Briefly de	scribe the organization's mission or most significant ac	tivities:	The	ourpose of Perdio Ke	y Area Cha	mber
ű		of Comm	erce is to promote and enhance the business atmosphi	ere as well a	s the	purdent and		
Ę		reasonal	le development of Perdido Key					
Activities & Governance	2	Check th	is box • if the organization discontinued its opera	ations or disp	osed	of more than 25% of	its net asse	ats
ő	3	Number	of voting members of the governing body (Part VI, line	1a)		1	3	14
ď	4	Number	of independent voting members of the governing body ((Part VI. line	1b)	'''''	4	14
ţį	5	Total nur	ber of individuals employed in calendar year 2013 (Par	rt V. line 2a)	, .	· · · · · · ·	5	
3	6	Total nur	nber of volunteers (estimate if necessary)				6	
Ac	7a	Total unr	elated business revenue from Part VIII, column (C), line	12		```\	7a	0
	Ь		ated business taxable income from Form 990-T, line 34				7b	0
		***************************************			÷ή	Prior Year		Current Year
Ф	8	Contribut	ions and grants (Part VIII, line 1h)		1	778,6		868,398
Revenue	9	Program	service revenue (Part VIII, line 2g)			7,0,0		000,000
eve	10	Investme	evestment income (Part VIII, column (A), lines 3, 4, and 7d)		Ė		282	677
œ	11	Other rev	enue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and	d tte)	Ė	12.0		63,128
	12	Total reve	nue—add lines 8 through 11 (must equal Part VIII, column (Δ) line 12)	·	791,0		932,203
	13	Grants a	nd similar amounts paid (Part IX, column (A), lines 1-3)	1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1	-	/51,0		932,203
	14	Benefits	paid to or for members (Part IX, column (A), line 4).		•			0
(S	15	Salaries.	other compensation, employee benefits (Part IX, column (A)	lines 5-10)	·	151.0	54	
Expenses	16a	Professio	nal fundraising fees (Part IX, column (A), line 11e).	, 111000 10).	`	131,0	34	204,334
ē	b	Total fund						0
ĕ	17	Other ex	penses (Part IX, column (A), lines 11a-11d, 11f-24e).	· · · · · · · · · · · · · · · · · · ·		481.3	24	C1C 000
	18	Total exp	enses. Add lines 1317 (must equal Part IX, column (A)	line 25)	,	632,3		616,998
	19	Revenue	less expenses. Subtract line 18 from line 12), and 20)	· ·	158,6		821,332 110,871
5 6				· · · · · ·		Beginning of Current Ye		End of Year
Assats or	20	Total ass	ets (Part X, line 16)		H	220,9		333,777
AB	21	Total liab	lities (Part X, line 26)		·	2.20,3	0	333,777
Fund	22	Net asset	s or fund balances. Subtract line 21 from line 20		·	220,9		333,777
Pa	rt II		ature Block			220,3	20	333,777
Unde	er penaltie	es of perjury,	declare that I have examined this return, including accompanying sche	edules and staten	nents.	and to the best of my know	ledge	
and I	belief, it is	true, correc	and complete. Declaration of preparer (other than officer) is based on	all information of	which	preparer has any knowledo	je.	
Sig	ın	_	Miller Manney			120	TXIS 15	
Hei		7 8	ignature of officer			Date		
	•	 _	WIPNEST TO TRANSPIST	102	X. 1	122		
			ype or print name and title					
~ - ·		PrinV	ype preparer's name Preparer's signature			Date		TIN
Pai		Robe	rt Kelley Robert Kelley			1/12/2015 Chec	·	01070100
	parer		name Coastal Business Services					01072192
USE	e Only					Firm's EIN ▶ 27		
	4		address ► 9685 Soldier Creek Rd, Lillian, AL 36549				0-475-1555	
мау	the IR	5 discuss	this return with the preparer shown above? (see instruc	ctions)		<u></u>	<u>X</u>	Yes No
For	Paperw	ork Redu	tion Act Notice, see the separate instructions					- 000

Form 9	990 (2013)_	Perdido Key Area (Chamber of Commerce	e, inc.		59-2993049	Page 2
Pa	rt III	Statement of Prog Check if Schedule (ram Service Accor Contains a respon	nplishments se or note to any line	in this Part III		
1	Briefly d	escribe the organization:	s mission:				
		ote and enhance the bus					
		ment of Perdido Key. We					
	member	s' services, expanding or	ir membership, and pr	omoting community invo	ivement.		
2		organization undertake a	, -				[-]
		Form 990 or 990-EZ? . describe these new servi				Yes	X No
3	Did the (organization cease condu	cting, or make signific	-			
		? describe these changes				Yes	X No
4		the organization's progr		nments for each of its the	ree largest program serv	rices, as measured by	
		s. Section 501(c)(3) and					
	the total	expenses, and revenue.	if any, for each progra	m service reported.			
4a	(Code:) (Expen	ses \$ 737,674	including grants of \$) (Rev	/enue \$ 889	9.083)
	To prom	ote and enhance the bus	iness atmosphere as v	vell as the prudent and r	easonable development		
		do Key. The Chamber al		************			••
		information as well as re					
		ns. The Chamber also p					
		come sign to Perdido Key					
	items iitt	ering Perdida Key.					

4b	(Code) (Expens	¢	including groups of \$	1/80	10010 E	
40	(Code.) (net		
					·		

		~ * * #* * * * * * * * * * * * * * * * *					

			~~~	*********			
4c	(Code:	) (Expens	ses \$	including grants of \$	) (Rev	епие \$	)
		· · · · · · · · · · · · · · · · · · ·					
	~~~~~~						
		*****		***************************************			
	*				· · · · · · · · · · · · · · · · · · ·	**********	

4d	Other or	ogram services. (Describ	e in Schedule ())				
	(Expens	•	0 including grants of	s 0) (Revenue \$	0)	
4e		gram service expenses	>	737,674			

Form 9		59-2993049		age 3
12311	11 Oncomet of Hadanoa Concosto	-	Yes	No
1	Is the organization described in section 501(c)(3) or 4947(a)(1) (other than a private foundation)? If "Yes," complete Schedule A	1		х
_	Is the organization required to complete Schedule B, Schedule of Contributors (see instructions)?			X
2 3	Did the organization engage in direct or indirect political campaign activities on behalf of or in opposition to			
	candidates for public office? If "Yes," complete Schedule C. Part J.	3		Х
4	Section 501 (c)(3) organizations. Did the organization engage in lobbying activities, or have a section 501(h) election in effect during the tax year? If "Yes," complete Schedule C, Part II.	4		
5	Is the organization a section 501(c)(4), 501(c)(5), or 501(c)(6) organization that receives membership dues, assessments, or similar amounts as defined in Revenue Procedure 98-19? If "Yes," complete Schedule C, Part III.	5		х
6	Did the organization maintain any donor advised funds or any similar funds or accounts for which donors have the right to provide advice on the distribution or investment of amounts in such funds or accounts? If "Yes," complete Schedule D, Part I	6		X
7	Did the organization receive or hold a conservation easement, including easements to preserve open space,			
8	the environment, historic land areas, or historic structures? If "Yes," complete Schedule D, Part II	7	 	X
9	complete Schedule D, Part III. Did the organization report an amount in Part X, line 21, for escrow or custodial account flability; serve as a	8		Х
3	custodian for amounts not listed in Part X; or provide credit counseling, debt management, credit repair, or debt			v
	negotiation services? If "Yes," complete Schedule D, Part IV.	9	┼~	X
10	Did the organization, directly or through a related organization, hold assets in temporarily restricted endowments, permanent andowments, or quasi-endowments? If "Yes," complete Schedule D, Part V	10		х
1 1	of the organization's answer to any of the following questions is "Yes." then complete Schedule D, Parts VI. VIII, VIII, IX, or X as applicable.	***************************************		
а	Did the organization report an amount for land, buildings, and equipment in Part X, line 10? If "Yes," complete Schedule D, Part VI.	11a		х
þ	Did the organization report an amount for investments—other securities in Part X, line 12 that is 5% or more of its total assets reported in Part X, line 16? If "Yes," complete Schedule D, Part VII.	11b		х
С	Did the organization report an amount for investments—program related in Part X, line 13 that is 5% or more of its Iotal assets reported in Part X, line 16? If "Yes," complete Schedule D, Part VIII.			х
đ	Did the organization report an amount for other assets in Part X, line 15 that is 5% or more of its total assets reported in Part X, line 16? If "Yes." complete Schedule D, Part IX.	11d	Ţ	х
e	Did the organization report an amount for other liabilities in Part X, line 25? If "Yes," complete Schedule D. Part X			Х
	Did the organization's separate or consolidated financial statements for the tax year include a footnote that addresses the organization's liability for uncertain tax positions under FIN 48 (ASC 740)? If "Yes," complete Schedule D, Part X.	111		X
100	Did the organization obtain separate, independent audited financial statements for the tax year? If "Yes," complete			
	Schedule D, Parts XI and XII	12a		X
b	Was the organization included in consolidated, independent audited financial statements for the tax year? If "Yes and if the organization answered "No" to line 12a, then completing Schedule D. Fans XI and XII is optional.			Х
13	is the organization a school described in section 170(b)(1)(A)(ii)? If "Yes," complete Schedule E.	15		Х
14a	Did the organization maintain an office, employees, or agents outside of the United States?	14a		Х
	Did the organization have aggregate revenues or expenses of more than \$10,000 from grantmaking, fundraising, business, investment, and program service activities outside the United States, or aggregate			
15	foreign investments valued at \$100,000 or more? If "Yes," complete Schedule F, Parts I and IV. Did the organization report on Part IX, column (A), line 3, more than \$5,000 of grants or other assistance to or	14b	-	Х
	for any foreign organization? If "Yes," complete Schedule F, Parts II and IV	15	ļ	X
16	Did the organization report on Part IX, column (A), line 3, more than \$5,000 of aggregate grants or other assistance to or for foreign individuals? If "Yes," complete Schedule F, Parts III and IV.	16		х
17	Did the organization report a total of more than \$15,000 of expenses for professional fundraising services on Part iX, column (A), lines 6 and 11e? If "Yes," complete Schedule G, Part I (see instructions).	17		х
18	Did the organization report more than \$15,000 total of fundraising event gross income and contributions on		J	
10	Part VIII, lines 1c and 8a? If "Yes," complete Schedule G, Part II. Did the experience and more than \$15,000 of experience from gentless collections on Part VIII. line 1e3	18	X	<u> </u>
19	Did the organization report more than \$15,000 of gross income from gaming activities on Part VIII, line 9a? If "Yes," complete Schedule G, Part III.			X
	Did the organization operate one or more hospital facilities? If "Yes, * complete Schedule H			X
h	If "Vee" to line 20a, did the organization attach a copy of its audited financial statements to this return?	20h		1

Par	Checklist of Required Schedules (continued)			
			Yes	No
21	Did the organization report more than \$5,000 of grants or other assistance to any domestic organization or			
	government on Part IX, column (A), line 1? If "Yes," complete Schedule I, Parts I and !!	21		X
22	Did the organization report more than \$5,000 of grants or other assistance to individuals in the United States			
	on Part IX, column (A), line 2? If "Yes," complete Schedule I, Parts I and III.	22		X
23	Did the organization answer "Yes" to Part VII. Section A. line 3, 4, or 5 about compensation of the			
	organization's current and former officers, directors, trustees, key employees, and highest compensated			
	employees? If "Yes," complete Schedule J	23		X
24a	Did the organization have a tax-exempt bond issue with an outstanding principal amount of more than			
	\$100,000 as of the last day of the year, that was issued after December 31, 2002? If "Yes," answer lines			
	24b through 24d and complete Schedule K. If "No." go to line 25a	24a		<u> x</u>
b	Did the organization invest any proceeds of tax-exempt bonds beyond a temporary period exception?	24b		
	Did the organization maintain an escrow account other than a refunding escrow at any time during the year			
	to defease any tax-exempt bonds?	24c		
d	Did the organization act as an "on behalf of" issuer for bonds outstanding at any time during the year?	24d		
25a	Section 501(c)(3) and 501(c)(4) organizations. Did the organization engage in an excess benefit transaction			
	with a disqualified person during the year? If "Yes," complete Schedule L, Part 1.	25a		L
b	is the organization aware that it engaged in an excess benefit transaction with a disqualified person in a	•		
	prior year, and that the transaction has not been reported on any of the organization's prior Forms 990 or			
	990-EZ? If "Yes." complete Schedule L, Part I	25b		
26	Did the organization report any amount on Part X, line 5. 6, or 22 for receivables from or payables to any			
	current or former officers, directors, trustees, key employees, highest compensated employees, or			
	disqualified persons? If so, complete Schedule L, Part II	26		X
27	Did the organization provide a grant or other assistance to an officer, director, trustee, key employee,	1		
	substantial contributor or employee thereof, a grant selection committee member, or to a 35% controlled	Į		
	entity or family member of any of these persons? If "Yes," complete Schedule L, Part III	27		X
28	Was the organization a party to a business transaction with one of the following parties (see Schedule L.			
	Part IV instructions for applicable filing thresholds, conditions, and exceptions):		2.0	
а	A current or former officer, director, trustee, or key employee? If "Yes." complete Schedule L, Part IV	28a		X
þ	A family member of a current or former officer, director, trustee, or key employee? If "Yes," complete			
	Schedule L, Part IV.	28b		X
C	An entity of which a current or former officer, director, trustee, or key employee (or a family member thereof)			
	was an officer, director, trustee, or direct or indirect owner? If "Yes," complete Schedule L. Part IV	28c		X
29	Did the organization receive more than \$25,000 in non-cash contributions? If "Yes," complete Schedule M.	29		X
30	Did the organization receive contributions of art, historical treasures, or other similar assets, or qualified			
	conservation contributions? If "Yes," complete Schedule M	30	<u> </u>	X
31	Did the organization liquidate, terminate, or dissolve and cease operations? If "Yes," complete Schedule N,		}	Ų
32	Part I.	31		Х
32	Did the organization self, exchange, dispose of, or transfer more than 25% of its net assets? If "Yes," complete Schedule N, Part II.	32		×
33	Did the organization own 100% of an entity disregarded as separate from the organization under Regulations	32		_^_
30	sections 301.7701-2 and 301.7701-3? If "Yes," complete Schedule R. Part I.	33		х
34	Was the organization related to any tax-exempt or taxable entity? If "Yes," complete Schedule R, Part II,	-55		
• •	III, or IV, and Part V, line 1	34		х
35a	Did the organization have a controlled entity within the meaning of section 512(b)(13)?	35a		X
ь	If "Yes" to line 35a, did the organization receive any payment from or engage in any transaction with a controlled			
-	entity within the meaning of section 512(b)(13)? If "Yes," complete Schedule R. Part V, line 2	35ь		
36	Section 501(c)(3) organizations. Did the organization make any transfers to an exempt non-charitable related			
	organization? If "Yes," complete Schedule R, Part V, line 2	36		
37	Did the organization conduct more than 5% of its activities through an entity that is not a related organization			
	and that is treated as a partnership for federal income tax purposes? If "Yes," complete Schedule R, Part			
	VI	37		Х
38	Did the organization complete Schedule O and provide explanations in Schedule O for Part VI, lines 11b and			
	19? Note. All Form 990 filers are required to complete Schedule O.	38	X	
			000	

Form **990** (2013)

Par	tV Statements Regarding Other IRS Filings and Tax Compliance			
	Check if Schedule O contains a response or note to any line in this Part V			∐.
			Yes	No
1a	Enter the number reported in Box 3 of Form 1096. Enter -0- if not applicable			
b	Enter the number of Forms W-2G included in line 1a. Enter -0- if not applicable]		
c	Did the organization comply with backup withholding rules for reportable payments to vendors and reportable	1		1
	gaming (gambling) winnings to prize winners?	10	X	<u> </u>
2a	Enter the number of employees reported on Form W-3, Transmittal of Wage and Tax			
	Statements, filed for the calendar year ending with or within the year covered by this return 2a			
b	If at least one is reported on line 2a, did the organization file all required federal employment tax returns?	25	<u> </u>	
	Note. If the sum of lines 1a and 2a is greater than 250, you may be required to e-file. (see instructions)			
3a	Did the organization have unrelated business gross income of \$1,000 or more during the year?	3a	<u> </u>	X
b	If "Yes," has it filed a Form 990-T for this year? If "No" to line 3b, provide an explanation in Schedule O	3b		L
4a	At any time during the calendar year, did the organization have an interest in, or a signature or other authority		l	
	over, a financial account in a foreign country (such as a bank account, securities account, or other financial	1	1	
	account)?	4a	<u></u>	X
þ	If "Yes," enter the name of the foreign country:			1
	See instructions for filing requirements for FinCen Form 114, Report of Foreign Bank and Financial Accounts (FBAR)			
5a	Was the organization a party to a prohibited tax shelter transaction at any time during the tax year?	5a	<u> </u>	X
b	Did any taxable party notify the organization that it was or is a party to a prohibited tax shelter transaction?	5b	ļ	X
C	If "Yes" to line 5a or 5b, did the organization file Form 8886-T?	5¢	L	
6a	Does the organization have annual gross receipts that are normally greater than \$100,000, and did the			
	organization solicit any contributions that were not tax deductible as charitable contributions?	6a	<u> </u>	X
þ	If "Yes," did the organization include with every solicitation an express statement that such contributions or			
	gifts were not tax deductible?	6b	 	
7	Organizations that may receive deductible contributions under section 170(c).			
а	Did the organization receive a payment in excess of \$75 made partly as a contribution and partly for goods	l _		
	and services provided to the payor?	7a		X
b	If "Yes," did the organization notify the donor of the value of the goods or services provided?	7 b	-	-
¢	Did the organization sell, exchange, or otherwise dispose of tangible personal property for which it was	7-		
	required to file Form 8282?	7c	-	X
d		7-		v
e	Did the organization receive any funds, directly or indirectly, to pay premiums on a personal benefit contract?	7e 7f	-	X
f	Did the organization, during the year, pay premiums, directly or indirectly, on a personal benefit contract?	7g	 	<u> </u>
g	If the organization received a contribution of qualified intellectual property, did the organization file Form 8899 as required? If the organization received a contribution of cars, boats, airplanes, or other vehicles, did the organization file a Form 1098-C? .	7h	 	-
h 8	Sponsoring organizations maintaining donor advised funds and section 509(a)(3) supporting	 	 	-
o	organizations. Did the supporting organization, or a donor advised fund maintained by a sponsoring			
	organization, have excess business holdings at any time during the year?	8	1	
9	Sponsoring organizations maintaining donor advised funds.	۰		
a	Did the organization make any taxable distributions under section 4966?	9a		
b	Did the organization make a distribution to a donor, donor advisor, or related person?	9b		
10	Section 501(c)(7) organizations. Enter:			
а	Initiation fees and capital contributions included on Part VIII, line 12			
b	Gross receipts, included on Form 990, Part VIII, line 12, for public use of club facilities	1		
11	Section 501(c)(12) organizations. Enter:	1		
а	Gross income from members or shareholders			
b	Gress income from other sources (Do not net amounts due or paid to other sources	1		
	against amounts due or received from them.)		-	
12a	Section 4947(a)(1) non-exempt charitable trusts. Is the organization filing Form 990 in lieu of Form 1041?	12a		
b	If "Yes," enter the amount of tax-exempt interest received or accrued during the year 12b			
13	Section 501(c)(29) qualified nonprofit health insurance issuers.			
а	Is the organization licensed to issue qualified health plans in more than one state?	13a	ļ	
	Note. See the instructions for additional information the organization must report on Schedule O.		ľ	
ь	Enter the amount of reserves the organization is required to maintain by the states in which			
	the organization is licensed to issue qualified health plans	1		
c	Enter the amount of reserves on hand	-	_	
14a	Did the organization receive any payments for indoor tanning services during the tax year?	14a	ļ	Х
<u>b</u>	If "Yes," has it filed a Form 720 to report these payments? If "No," provide an explanation in Schedule O	146		

	Check if Schedule O contains a response or note to any line in this Part VI			
Sect	ion A. Governing Body and Management		r	
	1		Yes	No
1a	Enter the number of voting members of the governing body at the end of the tax year 1a 14	-		
	If there are material differences in voting rights among members of the governing body, or			
	if the governing body delegated broad authority to an executive committee or similar			
	committee, explain in Schedule O.	1		
b	Enter the number of voting members included in line 1a, above, who are independent 1b 14]		
2	Did any officer, director, trustee, or key employee have a family relationship or a business relationship with			
	any other officer, director, trustee, or key employee?	2		Х
3	Did the organization delegate control over management duties customarily performed by or under the direct			
	supervision of officers, directors, or trustees, or key employees to a management company or other person?	3		Х
4	Did the organization make any significant changes to its governing documents since the prior Form 990 was filed?	4		Х
5	Did the organization become aware during the year of a significant diversion of the organization's assets?	5		X
6	Did the organization have members or stockholders?	6	Х	
7a	Did the organization have members, stockholders, or other persons who had the power to elect or appoint			
, ,	one or more members of the governing body?	7a	х	
b	Are any governance decisions of the organization reserved to (or subject to approval by) members,	1.0		
U	stockholders, or persons other than the governing body?	7b	х	
	Did the organization contemporaneously document the meetings held or written actions undertaken during	1	<u> </u>	
8				
_	the year by the following:	8a	Х	
a	The governing body?	8b	X	
þ	Each committee with authority to act on behalf of the governing body?	-00	<u> </u>	
9	at the organization's mailing address? If "Yes," provide the names and addresses in Schedule O	9		х
Sont	ion B. Policies (This Section B requests information about policies not required by the Internal Revenue C			
Seci	IOT B. Folicies (This Section B requests information about policies not required by the Internat revenue of	JOUE.	Yes	No
10a	Did the organization have local chapters, branches, or affiliates?	10a		X
	If "Yes," did the organization have written policies and procedures governing the activities of such chapters,	100		
_	affiliates, and branches to ensure their operations are consistent with the organization's exempt purposes?	10b		
11a	Has the organization provided a complete copy of this Form 990 to all members of its governing body before filling the form?	11a	Х	
b	Describe in Schedule O the process, if any, used by the organization to review this Form 990.			
12a	Did the organization have a written conflict of interest policy? If "No," go to line 13.	12a	х	
b	Were officers, directors, or trustees, and key employees required to disclose annually interests that could give rise to conflicts?	12b	X	
c	Did the organization regularly and consistently monitor and enforce compliance with the policy? If "Yes,"	1		
•	describe in Schedule O how this was done	12c	х	
13	Did the organization have a written whistleblower policy?	13	· ^`	X
14	Did the organization have a written document retention and destruction policy?	14	Х	
15	Did the process for determining compensation of the following persons include a review and approval by	-1-4		
13	independent persons, comparability data, and contemporaneous substantiation of the deliberation and decision?			
	The organization's CEO, Executive Director, or top management official.	15a	х	
a b	Other officers or key employees of the organization	15b	Ŷ	
	If "Yes" to line 15a or 15b, describe the process in Schedule O (see instructions).	130	^	
160	Did the organization invest in, contribute assets to, or participate in a joint venture or similar arrangement			
100	with a taxable entity during the year?	16a		х
b	If "Yes," did the organization follow a written policy or procedure requiring the organization to evaluate its	104		
•	participation in joint venture arrangements under applicable federal tax law, and take steps to safeguard			
	the organization's exempt status with respect to such arrangements?	16Ь		
Sect	ion C. Disclosure	1.00		
17	List the states with which a copy of this Form 990 is required to be filed			
18	Section 6104 requires an organization to make its Forms 1023 (or 1024 if applicable), 990, and 990-T (Section 501(c)(3	s only	r)	
	available for public inspection. Indicate how you made these available. Check all that apply.	y	,	
	Own website Another's website X Upon request Other (explain in Schedule O)			
19	Describe in Schedule O whether (and if so, how) the organization made its governing documents, conflict of interest poli	cy, an	d	
	financial statements available to the public during the tax year.			
20	State the name, physical address, and telephone number of the person who possesses the books and records of the			
	organization: Wilfred Stromquist (850) 492-46	60		
	15500 Perdido Key Drive, Pensacola, FL 32507			
		Form	990	2013)

Form 990 (2013)	Perdido Key Area Chamber of Commerce, Inc. 59-2993	3049	Page 7
Part VII	Compensation of Officers, Directors, Trustees, Key Employees, Highest Compensated		
	Employees, and Independent Contractors		
	Check if Schedule O contains a response or note to any line in this Part VII		
Section A.	Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees		

1a Complete this table for all persons required to be listed. Report compensation for the calendar year ending with or within the organization's tax year.

- List all of the organization's **current** officers, directors, trustees (whether individuals or organizations), regardless of amount of compensation. Enter -0- in columns (D), (E), and (F) if no compensation was paid.
 - List all of the organization's current key employees, if any. See instructions for definition of "key employee."
- List the organization's five **current** highest compensated employees (other than an officer, director, trustee, or key employee) who received reportable compensation (Box 5 of Form W-2 and/or Box 7 of Form 1099-MISC) of more than \$100,000 from the organization and any related organizations.
- List all of the organization's **former** officers, key employees, and highest compensated employees who received more than \$100,000 of reportable compensation from the organization and any related organizations.
- List all of the organization's former directors or trustees that received, in the capacity as a former director or trustee of the organization, more than \$10,000 of reportable compensation from the organization and any related organizations.

List persons in the following order: individual trustees or directors; institutional trustees; officers; key employees; highest compensated employees; and former such persons.

X Check this box if neither the organization nor any related organization compensated any current officer, director, or trustee.

(A) Name and Title	(B) Average hours per week (list any	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)						(D) Reportable compensation	(E) Reportable compensation	(F) Estimated amount of
	hours for related organizations below dotted line)	Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former	from the organization (W-2/1099-MISC)	from related organizations (W-2/1099-MISC)	other compensation from the organization and related organizations
(1) Sharyon Miller	25.00									
Chairperson	0.00	X		Х				0	0	0
(2) Cameron Price	25.00	ļ				l				
Vice Chairperson	0.00	Х		Х	Ĺ			0	0	0
(3) Noah Moseley	25.00									
Treasurer	0.00	Х		Χ				0	o	0
(4) Sally Bowen	25.00									
Secretary	0.00	Х		Х				0	o	0
(5) Peggy Butler	10.00									
Director	0.00	Х						0	0	0
(6) Mike Campbell	10.00									
Director	0.00	Χ						0	0	0
(7) Craig Dalton	10.00									
Director	0.00	Χ						0	0	0
(8) Judy Davis	10.00									
Director	0.00	Х						0	0	0
(9) Fred Garth	10.00									
Director	0.00	Х						0	0	0
(10) Warren Averett	10.00			l						
Director	0.00	Х						0	0	0
(11) Jean Piecuch	10.00									
Director	0.00	Х	l					0	0	0
(12) Blitz Poston	10.00									
Director	0.00	X						0	0	0
(13) Bill Stromquist	10.00			T	I	1	T			
Director	0.00	X		\perp				0	0	0
(14) Keiley Thompson	10.00				- 1		T			
Director	0.00	X					\perp	0	0	0

Form **990** (2013)

	Perdido Key Area Chamber of Section A. Officers, Directors, Tru		nlove	00	ane	l Hi	ahes	I C	omnensated Fit	59-299		р	age
	(A) Name and title	(B) Average hours par week flist any hours for related organizations below dotted line)	box,	urles er an	Pos neck is pe d a d	rson	s than strust Highest compensated	ran ee)	(D) Reportable compensation from the organization (W-2/1099-MISC)	(E) Reportable compensation from related organizations (W-2/1099-MISC)	ar con t on ar	(F) Estimate Imount other Impensa from the garvization relation	af ition e ion ed
(15)									The state of the s				
(16)						-		-			-		
(17)					-								
(18)													
(19)						-		_					
(20)				_		-							
(21)						-							
(22)								_					
			<u>. </u>										
(24)													
(25)													
1b c	Sub-total . Total from continuation sheets to Part VII, So Total (add lines 1b and 1c).	ection A						> >	0	0			(
2	Total number of individuals (including but not in reportable compensation from the organization	mited to those lis		ved		ho	recei						
3	Did the organization list any former officer, dire employee on line 1a? If "Yes," complete Sched	ector, or trustee.	•	mpl	oye		-				3	Yes	No X
4 5	For any individual listed on line 1a, is the sum of the organization and related organizations great individual. Did any person listed on line 1a receive or accre	iter than \$150,00	00? IF	"Ye	S, * 1	com	piete	Sc	hedule J for sucl		4		Х
Sec	for services rendered to the organization? If "Yi tion B. Independent Contractors	es," complete Sc	hedu	ie J	for	suc	h per	son	<u>!</u>	<u> </u>	5		Х
1	Complete this table for your five highest compecompensation from the organization. Report coyear.										ах		
	(A) Name and business add	ress							(B) Description of serv	rices C	(C) ompen		
Nion	8												0
2	Total number of independent contractors (inclui	ding but not limit	ed to	thos	se li	stec	l abo	ve)	who received				
	more than \$100,000 of compensation from the	organization	<u> </u>				1				Form	990	2013

	Check if Schedule O contains a response or note to any line in this Part VIII.							
104					(A) Total revenue	(B) Related or exempt function	(C) Unrelated business revenue	(D) Revenue excluded from tax under sections
	- 1					revenue	levende	512-514
of 16	1a	Federated campaigns	. 1a	0			0.000	
ant	b	Membership dues	1b	68,720				
ع ق	С			0				
Contributions, Gifts, Grants and Other Similar Amounts	d	Related organizations	. 1d	0				•
9 2	е			0				
io is	f							
i e		similar amounts not included above.	1f	799,678				
Contra	g	Noncash contributions included in lines 1		0				2.5
ರೆ ₹	h	Total. Add lines 1a-1f			868,398			Anda i
				Business Code	222,539			
nue e	2a				0	Paradata August	1 - 1 - 1 - 1 - 1 - 1 - 1 - 1	440 440 46
3	b				0			
Ca	С				ō	·		
2	d				0	 		
S	е				0			
Program Service Revenue	f	All other program service revenue			0			
ē.	g	Total. Add lines 2a-2f			0			
	3	Investment income (including dividend	s. interest	and				
	-	•		. ,	677	677		
	4	Income from investment of tax-exempt			0	<u> </u>		
	5	Royalties		.	0			
	"		(i) Real	(ii) Personal				
	6a	Gross rents	· · · · · · · · · · · · · · · · · · ·					
	b	Less: rental expenses			Astronomic Services			
	c	Rental income or (loss)	0	0	+2			43.4
	d	Net rental income or (loss)		•	0	ere sale tik oli eti.	1 10010 277	
	7a		Securities	(ii) Other	, , ,	10 00 00		
		assets other than inventory	0	0				
	b	Less: cost or other basis		Ů				
		and sales expenses	0	0	. 1 A. 1			
	С	Gain or (loss)	0	1				
	d	Net gain or (loss)	<u>-</u>	>	0	N. 17		
						Tet Hygale		
e n	8a	Gross income from fundraising				3.54		
eu		events (not including \$	0		4.7 9 (44)			
è		of contributions reported on line 1c).					11.0	
7		See Part IV, line 18	а	66,032		er edition		
Other Revenue	b	Less: direct expenses		18,260				
0	c	Net income or (loss) from fundraising a	vents		47,772			
1		Gross income from gaming activities.						
		See Part IV, line 19	a	o		n Varginj		
	b	Less: direct expenses		0		1, 2000	a a g	
	С	Net income or (loss) from gaming activ	ities		o			
į	10a	Gross sales of inventory, less						
		returns and allowances	а	o				
4176841	b	Less: cost of goods sold	b	0				
į	С	Net income or (loss) from sales of inve			o			
		Miscellaneous Revenue		Business Code				
	11a	Chamber of Commerce Special Events		900099	15,751	15,751		
1		Other Fundraising-Gross		900099	6.451	6.451		
İ		Other Fundraising-Expenses		900099	-6,846	-6,846		
-	d	All other revenue			0			
ı	е	Total. Add lines 11a-11d		, >	15,356			
	12	Total revenue. See instructions			932.203	16,033	0	0

Perdido Key Area Chamber of Commerce, Inc. Page 10 Part IX Statement of Functional Expenses Section 501(c)(3) and 501(c)(4) organizations must complete all columns. All other organizations must complete column (A). Check if Schedule O contains a response or note to any line in this Part IX . (A) Total expenses (B) Program service Do not include amounts reported on lines 6b, Management and Fundraising 7b, 8b, 9b, and 10b of Part VIII. general expenses expenses expenses Grants and other assistance to governments and organizations in the United States. See Part IV, line 21 Grants and other assistance to individuals in the United States. See Part IV, line 22 0 Grants and other assistance to governments, organizations, and individuals outside the United States. See Part IV, lines 15 and 16. . . Benefits paid to or for members. 0 Compensation of current officers, directors, trustees, and key employees. Compensation not included above, to disqualified persons (as defined under section 4958(f)(1)) and persons described in section 4958(c)(3)(B) Other salaries and wages . . . 204,334 201,741 2,593 Pension plan accruals and contributions (include section 401(k) and 403(b) employer contributions). Other employee benefits 0 10 Payroll taxes . . 0 Fees for services (non-employees): 11 а Management b Legal 0 Accounting . C 0 đ Lobbying . 0 Professional fundraising services. See Part IV, line 17 . . . 0 Other, (If line 11g amount exceeds 10% of line 25, column (A) amount, list line 11g expenses on Schedule O.) 12 207.851 199,175 8,676 13 42.332 9,485 32,847 Information technology 0 Royalties 15 0 16 0 17 5.707 756 4,951 18 Payments of travel or entertainment expenses for any federal, state, or local public officials . . . 19 Conferences, conventions, and meetings . . . 0 20 Interest 0 21 Payments to affiliates 0 22 Depreciation, depletion, and amortization 0 23 Insurance 6,707 4,365 2,342 Other expenses. Itemize expenses not covered above (List miscellaneous expenses in line 24e. If line 24e amount exceeds 10% of line 25, column (A) amount, list line 24e expenses on Schedule O.) Special Event Expenses 252,006 247,713 4.293 Education 50,000 50,000 Overhead Expenses 15,267 15,267 Telephone/Internet 9,314 3,282 6,032 All other expenses All other expenses Total functional expenses. Add lines 1 through 24e 27,814 5,163 22,651 83,658 821,332 737,674

Joint costs. Complete this line only if the organization reported in column (B) joint costs from a combined educational campaign and fundraising solicitation. Check here following SOP 98-2 (ASC 958-720)

Form 990 (2013)	Perdido Key Area Chamber of Commerce, Inc.
Part X	Balance Sheet

	ai t A	Check if Schedule O contains a response of	r note to any line in this Part X	(
		Griden Street Street		(A) Beginning of year		(B) End of year
	1	Cash—non-interest-bearing		194,432	1	114,720
	2	Savings and temporary cash investments		26,493	2	219,057
	3	Pledges and grants receivable, net	0	3	0	
	4	Accounts receivable, net	0	_	0	
	5	Loans and other receivables from current and f				
		trustees, key employees, and highest compens				
		Complete Part II of Schedule L		and the second s	5	
	6	Loans and other receivables from other disqualified pers				A secretary of the second
		4958(f)(1)), persons described in section 4958(c)(3)(B).	The second of the			
		sponsoring organizations of section 501(c)(9) voluntary e			-: :::::	
15		organizations (see instructions). Complete Part II of Schi			6	Sands S. C.
Assets	7	Notes and loans receivable, net		0	7	0
As	8	Inventories for sale or use			8	
	9	Prepaid expenses and deferred charges			9	
	10a	Land, buildings, and equipment: cost or				
	100	other basis. Complete Part VI of Schedule D	10a 0			
	ь	Less: accumulated depreciation	10b 0	♣ 1 4 4 4 5 5 1 1 1 1 1 1 1 1 1 1 1 1 1 1	10c	0
	11	Investments—publicly traded securities	L	0	11	0
	12	Investments—other securities. See Part IV, line		0	_	0
	13	Investments—program-related. See Part IV, line	0	13	0	
	14	Intangible assets		0	14	0
	15	Other assets. See Part IV, line 11		0	15	0
	16	Total assets. Add lines 1 through 15 (must equ		220,925	16	333,777
	17	Accounts payable and accrued expenses		220,020	17	000,177
	18	Grants payable			18	
	19	Deferred revenue		19		
	20	Tax-exempt bond liabilities	<u> </u>	20		
	21	Escrow or custodial account liability. Complete			21	
ø,	22	Loans and other payables to current and forme				
Liabilities		trustees, key employees, highest compensated				
Ē		disqualified persons. Complete Part II of Sched			22	
:=	23	Secured mortgages and notes payable to unrel		0	23	0
	24	Unsecured notes and loans payable to unrelate	•	0	24	0
	25	Other liabilities (including federal income tax, p	•			
		parties, and other liabilities not included on line	*			
		Part X of Schedule D	· ·	0	25	o
	26	Total fiabilities. Add lines 17 through 25		0	26	0
		Organizations that follow SFAS 117 (ASC 95	B) check here > X and			
68		complete lines 27 through 29, and lines 33 a		Taka Marana		
Š	27	Unrestricted net assets		220,925	27	333,777
gala	28	Temporarily restricted net assets		220,923	28	333,171
Q E	29	Permanently restricted net assets			29	
Ę		*	_			
ř		Organizations that do not follow SFAS 117 (ASC958),	check here > and			
Net Assets or Fund Balances		complete lines 30 through 34.			k	
se	30	Capital stock or trust principal, or current funds			30	
AS	31	Paid-in or capital surplus, or land, building, or e	* *	ļ	31	
Ē	32	Retained earnings, endowment, accumulated in			32_	
	33	Total net assets or fund balances		220,925	33_	333,777
	34	Total liabilities and net assets/fund balances.	 	220,925	34	333,777

Form **990** (2013)

Form	990 (2013) Perdido Key Area Chamber of Commerce, Inc.	59	-2993049	Pag	ge 12
Par	t XI Reconciliation of Net Assets				
	Check if Schedule O contains a response or note to any line in this Part XI				X
1	Total revenue (must equal Part VIII, column (A), line 12)	1		932	2,203
2	Total expenses (must equal Part IX, column (A), line 25)	2		82	1,332
3	Revenue less expenses. Subtract line 2 from line 1	3		110	0,871
4	Net assets or fund balances at beginning of year (must equal Part X, line 33, column (A))	4		220	0,925
5	Net unrealized gains (losses) on investments	5			
6	Donated services and use of facilities	6			
7	Investment expenses	7			
8	Prior period adjustments	8			
9	Other changes in net assets or fund balances (explain in Schedule O)	9		1	1,981
10	Net assets or fund balances at end of year. Combine lines 3 through 9 (must equal Part X, line 33,				
	column (B))	10		333	3,777
Pari	XII Financial Statements and Reporting				
	Check if Schedule O contains a response or note to any line in this Part XII				
				Yes	No
1	Accounting method used to prepare the Form 990: X Cash Accrual Other		_		
	If the organization changed its method of accounting from a prior year or checked "Other," explain in		_ .		
	Schedule O.				
2a	Were the organization's financial statements compiled or reviewed by an independent accountant?		2a		Х
	If "Yes," check a box below to indicate whether the financial statements for the year were compiled or				
	reviewed on a separate basis, consolidated basis, or both:			4.7	
	Separate basis Consolidated basis Both consolidated and separate basis			- 2	7
b	Were the organization's financial statements audited by an independent accountant?		. 2b		Х
	If "Yes," check a box below to indicate whether the financial statements for the year were audited on a				
	separate basis, consolidated basis, or both:				
	Separate basis Consolidated basis Both consolidated and separate basis				
С	If "Yes" to line 2a or 2b, does the organization have a committee that assumes responsibility for oversight of				į.
	the audit, review, or compilation of its financial statements and selection of an independent accountant?		2c	. [I
	If the organization changed either its oversight process or selection process during the tax year, explain in				
	Schedule O.				: ·
3a	As a result of a federal award, was the organization required to undergo an audit or audits as set forth in			1	
	the Single Audit Act and OMB Circular A-133?		За	ĺ	x
b	If "Yes," did the organization undergo the required audit or audits? If the organization did not undergo the			1	
	required audit or audits, explain why in Schedule O and describe any steps taken to undergo such audits.		3ь	I	
			Form	990 (2013)

SCHEDULE G (Form 990 or 990-EZ)

Supplemental Information Regarding Fundraising or Gaming Activities

Upplemental Information Regarding Fundraising or Gaming

Complete if the organization answered "Yes" to Form 990, Part IV, Ilnes 17, 18, or 19, or if the organization entered more than \$15,000 on Form 990-EZ, line 6a.

▶ Attach to Form 990 or Form 990-EZ.

Information about Schedule G (Form 990 or 990-EZ) and its instructions is at www.irs.gov/form990.

Employer identification number 59-2993049

OMB No. 1545-0047

Department of the Treasury Internal Revenue Service Name of the organization

Perd	lido Key Area Chamber of Commerc	e, Inc.				59-29	93049
Pa	Fundraising Activities. Form 990-EZ filers are n	ot required to co	omplete t	his part.			ne 17.
1	Indicate whether the organization	raised funds thro	ugh any of	the following	ng activities. Check	all that apply.	
а	Mail solicitations				of non-government		
þ	Internet and email solicitation:	s	f 🔲 S	Solicitation of	of government grant	s	
С	Phone solicitations		g \square S	Special fund	Iraising events		
d	In-person solicitations				3		
2a	Did the organization have a writte	n or oral agreeme	ent with any	v individual	(including officers	directore truetone o	r
	key employees listed in Form 990	, Part VII) or entit	y in connec	ction with p	rofessional fundrais	ina services?	Yes No
b	If "Yes," list the ten highest paid in to be compensated at least \$5,00	dividuals or entiti	es (fundrai	sers) pursu	ant to agreements u	under which the fun	draiser is
	(i) Name and address of individual or entity (fundraiser)	(ii) Activity	custody of	ndraiser have or control of outlions?	(iv) Gross receipts from activity	(v) Amount paid to (or retained by) fundraiser listed in cot. (i)	(vi) Amount paid to (or retained by) organization
			Yes	No			
1							
2					0	0	0
3					0	0	0
4					0	0	0
<u>-</u>					0	0	0
5					0	0	0
6							
7					0	0	0
8					0	0	0
9		-			0	0	0
10		-			0		0
					0	0	0
Total		<u> </u>			0	0	0
3	List all states in which the organiza registration or licensing.	tion is registered	or licensed	to solicit c	ontributions or has t	peen notified it is ex	empt from

	-*********************************						

		***************************************			*	~~~~	

Paperwe	ork Reduction Act Notice see the Instruction	ne for Form 900 00	N 67				

Fundraising Events. Complete if the organization answered "Yes" to Form 990, Part IV, line 18, or reported Schedule G (Form 990 or 990-EZ) 2013 59-2993049 Page 2 more than \$15,000 of fundraising event contributions and gross income on Form 990-EZ, lines 1 and 6b. List events with gross receipts greater than \$5,000.

4			(a) Event #1 Schedule Attached (event type)	(b) Event #2	(c) Other events NONE (total number)	(d) Total events (add col. (a) through col. (c))	
Revenue	1	Gross receipts	66,032		0	66,032	
œ	2	Less: Contributions			0	0	
		minus line 2)	66,032		0	66,032	
	4	Cash prizes			0	0	
	5	Noncash prizes			0	0	
sesue	6	Rent/facility costs			0	0	
Direct Expenses	7	Food and beverages			0	0	
Dire	8	Entertainment	144		0	144	
	9	Other direct expenses	18,116		0	18,116	
Pa	10 11 rt III	Direct expense summary. Add Net income summary. Subtrac Gaming. Complete if the	(18,260) 47,772				
		than \$15,000 on Form	990-EZ, line 6a.	ered Yes to Form 99	u, Part IV, line 19, or re	ported more	
Revenue		and the state of t	(a) Bingo	(b) Pull tabs/instant bingo/progressive bingo	(c) Other gaming	(d) Total gaming (add col. (a) through col. (c))	
Re	1_	Gross revenue				0	
ses	2	Cash prizes				0	
Direct Expenses	3	Noncash prizes				0	
Direct	4	Rent/facility costs				0	
_	5	Other direct expenses				0	
	6	Volunteer labor	Yes %	Yes %	Yes %		
	7 Direct expense summary. Add lines 2 through 5 in column (d)						
	8	Net gaming income summary.	Subtract line 7 from line 1	. column (d)		0	
9 a b	t Is		anization operates gamin rrate gaming activities in (each of these states? .		Yes No	
10a	ı We	ere any of the organization's gar 'Yes," explain:	ming licenses revoked, su		during the tax year?	Yes No	

Sched	ule G (Form 990 or 990-EZ) 2013 Perdido Key Area Chamber of Commerce, Inc.	59-29	993049	Page 3
11	Does the organization operate gaming activities with nonmembers?	<u>[</u>	Yes	No
12	Is the organization a grantor, beneficiary or trustee of a trust or a member of a partnership or other entity formed to administer charitable gaming?		Yes	No
13	Indicate the percentage of gaming activity operated in:	l		_
а	The organization's facility	13a		%
b	An outside facility	13b		%
14	Enter the name and address of the person who prepares the organization's gaming/special events books and records:			
	Name ▶			
	Address ▶			
15a	Does the organization have a contract with a third party from whom the organization receives gaming			
	revenue?	[Yes _	No
	If "Yes," enter the amount of gaming revenue received by the organization \blacktriangleright S 0 and the amount of gaming revenue retained by the third party \blacktriangleright S 0.			
C	If "Yes," enter name and address of the third party:			
	Name ▶			
	Address ▶			-
16	Garning manager information:			
	Name ▶			
	Gaming manager compensation > \$0			
	Description of services provided	.		
	Director/officer Employee Independent contractor			
17	Mandatory distributions:			
а	is the organization required under state law to make charitable distributions from the gaming proceeds to			_
L	retain the state gaming license?	🗀	Yes	No
D	Enter the amount of distributions required under state law to be distributed to other exempt organizations or spent in the organization's own exempt activities during the tax year \$\$\$\$\$\$\$			^
Part		(iii) and rovide a	I (v), and	0
			······································	
			-	
	Schedule	G (Form 9	90 or 990-E	Z) 2013

SCHEDULE O (Form 990 or 990-EZ)

Supplemental Information to Form 990 or 990-EZ Complete to provide information for responses to specific questions on Form 990 or 990-EZ or to provide any additional information.

OMB No. 1545-0047

Department of the Treasury Internal Revenue Service Name of the organization

➤ Attach to Form 990 or 990-EZ.
➤ Information about Schedule O (Form 990 or 990-EZ) and its instructions is at www.irs.gov/form990.

Employer identification number

Perdido Key Area Chamber of Commerce. Inc.	59-2993049
Form 990, Part VIII, Line 1f: BP Claim 503,817 and Bed Tax 295,448; Total 799,265	
Form 990, Part XI, Line 9: To adjust books beginning nets assets to beginning tax return net	
assets	·····
Form 990. Part VI, Section B, Line 11a. A member of the board review and sign the return and	
the return is made available to the board for reviewing	
Form 990, Part VI, Section B, Line 15: The Board approves the compensation of employees.	~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~
Form 990, Part VI, Section C, Line 19: Documents are available upon requests	

	77777700000000000000000000000000000000

ame of the organization lerdido Key Area Chamber of Commerce, Inc.	Employer identification number 59-2993049
	199-5399049

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# **Statements**

# **FundRaising**

Perdido Key Area Chamber of Commerce	· · · · · · · · · · · · · · · · · · ·
59-2993049	
2013 Form 990 Schedule G Part II Column a	

Gross Revenue	Entertainment	Other Cost	Net
6,000	0		(3,053)
18,292	0	0	18,292
13,390	144	7 022	
7,651	0		5,324
15,076	0	······································	7,151
	0	041	14,435
	144	10.116	5,623 47,772
	18,292 13,390 7,651	6,000 0 18,292 0 13,390 144 7,651 0 15,076 0 5,623 0	6,000         0         9,053           18,292         0         0           13,390         144         7,922           7,651         0         500           15,076         0         641           5,623         0         0





February 24, 2015

Mr. Tosh Belsinger, Chair Finance Committee c/o Visit Pensacola, Inc. 1401 E. Gregory Street Pensacola, Florida 32502

We have audited the financial statements of Visit Pensacola, Inc. (the "Organization") for the year ended September 30, 2014, and have issued our report thereon dated January 27, 2015. Professional standards require that we provide you with information about our responsibilities under, generally accepted auditing standards, as well as certain information related to the planned scope and timing of our audit. We have communicated such information in our letter to you dated September 25, 2014. Professional standards also require that we communicate to you the following information related to our audit.

# Significant Audit Findings

#### Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the Organization are described in Note 1 to the financial statements. We noted no transactions entered into by the Organization during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected.

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

Difficulties Encountered in Performing the Audit

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

### Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are trivial, and communicate them to the appropriate level of management. Attached is an adjusting journal entries report which includes 4 auditor identified adjustments and several "PBC" (prepared by client) entries which were identified by management and provided to us after the trial balance was presented to us.

Also attached is a proposed journal entry report reflecting entries that were identified as possible adjustments but were not posted due to immaterial effect on the financial statements.

# Disagreements with Management

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

### Management Representations

We have requested certain representations from management that are included in the management representation letter dated January 27, 2015.

# Management Consultations with Other Independent Accountants

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

## Other Audit Findings or Issues

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

We have issued a "Management Letter" to the finance committee and board of directors which contains items for consideration with respect to financial and accounting matters noted during the audit.

This information is intended solely for the use of the Finance Committee, Board of Directors and management of the Organization and is not intended to be and should not be used by anyone other than these specified parties.

Very truly yours,

Warren Averett, LLC Pensacola, Florida

Warren averett, LLC

Jack A. Rowell, CPA

Jack A. Rowell

Very truly yours,

Member

Client:

07370000 - Visit Pensacola, Inc.

Engagement:

nent: AUD-14 - Visit Pensacola, Inc.

Period Ending:

9/30/2014

Trial Balance:

401 - Trial Balance

Workpaper:

403 - Adjusting Journal Entries Report

vvorkpaper:	403 - Aujusting Journal Entires Report			
Account	Description	W/P Ref	Debit	Credit
		V 00		
<b>Adjusting Journa</b> To record prepaid	I Entries JE # 1 portion of insurance payments.	X.00		
1410 5630	Prepaid Insurance Insurance Building & Content		4,286.00	4,286.00
Total	modration building a content		4,286.00	4,286.00
Adjusting Journa		30.00		
To record expense completed.	e as prepaid until service on the related work			
1400	Prepaid Postage Sarvius - U	vobsite	13,400.00	
5130	Internet Site Production		42.400.00	13,400.00
Total			13,400.00	13,400.00
Adjusting Journa	I Entries JE # 4 rual of salaries provided by Madeline Willett	409		
5800	Salaries		321.76	
5800	Salaries		4,570.89	
5800	Salaries		23,143.72	
2999 Total	Salaries payable		28,036.37	28,036.37 <b>28,036.37</b>
i otai				
Adjusting Journa To record unearns	al Entries JE# 6 ed revenue for partnership income.	10.02		
4100	Partnership Dues		25,207.40	
2600.WA	Unearned Revenue		25 207 40	25,207.40
Total			25,207.40	25,207.40
Adjusting Journa	al Entries JE # 8	406		
PBC entry to reco	rd depreciation expense.			
5690	Depreciation Expense		286.00	
1997	Acc Depr - F&F			230.64
1998 Total	Acc Depr - Equipment		286.00	55.36 <b>286.00</b>
· otal				
Adjusting Journal PBC entry to reco	al Entries JE# 9 rd HRT receivables.	406		
1200-3	+ HRT Receivable		1,640.00	
4200-1	+ HRT Membership			1,640.00
Total		4	1,640.00	1,640.00
	al Entries JE # 10 ord advertising receivable.	406		
1200-2	+ Advertising Receivable		4,100.00	
4150	Advertising Income		4,100.00	4,100.00
Total	·		4,100.00	4,100.00
Adjusting Journ	al Entries JE # 11	406		

Client:

07370000 - Visit Pensacola, Inc.

AUD-14 - Visit Pensacola, Inc.

Engagement:
Period Ending:

9/30/2014

Trial Balance:

401 - Trial Balance

Workpaper:

403 - Adjusting Journal Entries Report

Account	Description	W/P Ref	Debit	Credit
PBC entry to recor	d parternship receivable.	· · · · · · · · · · · · · · · · · · ·		
1200-5	Partnership Receivable		15,810.00	
4100	Partnership Dues		10,010.00	15,810.00
Total			15,810.00	15,810.00
	I Entries JE # 12 off HRT bad debt.	406		
5199 1200-3	Bad Debt Expense + HRT Receivable		1,055.00	1,055.00
Total	THAT RECEIVABLE		1,055.00	1,055.00
	al Entries JE # 13 off partnership bad debt.	406		
5199 1200-5	Bad Debt Expense Partnership Receivable		5,828.75	5,828.75
Total	Faithership Necelvable		5,828.75	5,828.75
	al Entries JE# 14 rd initial allowance for DA.	406		
5199	Bad Debt Expense		1,466.63	4.400.00
1201 Total	Allowance - Doubtful Accounts		1,466.63	1,466.63 <b>1,466.63</b>
	al Entries JE # 15 rd tourism receivable.	PBC		
1200-4	+ Tourism Receivables		70,078.77	
4000 Total	Tourism Development Tax-TDT		70,078.77	70,078.77 <b>70,078.77</b>
Adjusting Journa To record fair man	al Entries JE # 16 rket value of rent.	10.03		
5750	Rent		67,836.00	
4700.WA Total	In kind income		67,836.00	67,836.00 <b>67,836.00</b>
Adjusting Journa	al Entries JE # 17 ed subsequent to receiving trial balance.	PBC	-	
2999 4100	Salaries payable Partnership Dues		9.00 11,981.25	
4150	Advertising Income		6,125.00	
4200	HRT Membership Income		30.00	
4200-02	+ HRT Lunch Reimbursment/ Misc		420.00	
4200-1	+ HRT Membership		6,050.00	
5140	Festivals & Events Marketing		20,339.33	
5141	Festivals and Event Operations		1,700.00	
1200-1	+ Membership Receivable			11,981.25
1200-2	+ Advertising Receivable			6,125.00

Client:

07370000 - Visit Pensacola, Inc.

Engagement:

AUD-14 - Visit Pensacola, Inc.

Period Ending:

9/30/2014

Trial Balance:

401 - Trial Balance 403 - Adjusting Journal Entries Report

Workpaper:	403 - Adjusting Journal Entries Report	:		
Account	Description	W/P Ref	Debit	Credit
1200-3	+ HRT Receivable			450.00
1200-3	+ HRT Receivable	·		6,050.00
5100	Advertising/Media			22,039.33
5800	Salaries			9.00
Total			46,654.58	46,654.58
Adjusting Journa	al Entries JE # 18	408		
PBC entry to BP p	payment as noted in Chamber"s MOU.			
1200-6	BP Receivable	•	38,638.08	
4160	BP Revenue			38,638.08
Total			38,638.08	38,638.08
Adjusting Journa	al Entries JE # 19	407		
	rd amount due from Showcase for disallowed			
expenses.				
1470	Due from Showcase		1,867.27	
5100	Advertising/Media			1,012.89
5110	Public Relations			199.56
5120	Advertising Production			654.82
Total			1,867.27	1,867.27

Client:

07370000 - Visit Pensacola, Inc.

Engagement:

AUD-14 - Visit Pensacola, Inc.

Period Ending:

9/30/2014

Trial Balance: Workpaper: 401 - Trial Balance 404 - Proposed JE Report

Account	Description	W/P Ref	Debit	Credit
Proposed JE# 5	and expense relating to the purchase of	M.00		
County"s assets.	and expense relating to the purchase of			
4000	Tourism Development Tax-TDT		23,717.00	
5610	Computer Maintenance & Repair		<u> </u>	23,717.00
Total			23,717.00	23,717.00
Proposed JE # 2	1	9.10d		
To reverse all HRT liability.	Fincome and expense and record as			
4200	HRT Membership Income		200.00	
4200-02	+ HRT Lunch Reimbursment/ Misc		519.00	
4200-1	+ HRT Membership		2,740.00	
2500	Due to HRT			501.50
5550-1	+ HRT Supplies			1,340.69
5550-5	+ HRT Event Expense			1,537.80
5550-6	+ HRT Credit Card Fees			79.01
Total			3,459.00	3,459.00

TG discussed these entries with Madeline 1/18/15 and she agreed these will be passed entries.





#### **MANAGEMENT LETTER**

To the Finance Committee and Board of Directors Visit Pensacola, Inc.

In planning and performing our audit of the financial statement of Visit Pensacola, Inc. ("VPI") as of and for the year ended September 30, 2014, in accordance with auditing standards generally accepted in the United States of America, we considered the Organization's internal control over financial reporting (internal control) as a basis for designing our auditing procedures for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Organization's internal control. Accordingly, we do not express an opinion on the effectiveness of the Organization's internal control.

However, during our audit we identified the following items for your consideration. This letter does not affect our report dated January 27, 2015, on the financial statements of Visit Pensacola.

## **Accounting for HRT Activity**

From our audit procedures and inquires of management, we noted the relationship with HRT appears to be an agency/custodial type relationship. If HRT is a separate entity with its own Board of Directors that has oversight responsibility and approval authority over financial transactions, then the financial transactions of HRT should not be reflected as items of income and expense in the financial statements of VPI. However, for management and reporting purposes, if during the year it is desirable to track the revenues and expenses of HRT within the accounting system of VPI, such practice is acceptable as long as adjustments are made at year end to remove such activity and only reflect cash or other assets held on behalf of HRT at year end and an appropriate offsetting liability to HRT for funds held on its behalf. For the year end September 30, 2014, the net error on VPI's Statement of Activities was approximately \$500, and therefore, immaterial for further adjustment. We recommend management evaluate the relationship and determine if a change in the accounting is necessary for the future.

## Cash Deficit at Year End

The audited financial statements report a cash deficit at year end of approximately \$197,000 for checks mailed before September 30th. The cash necessary to clear these checks was received from PSA on October 2nd. Although management was certain of the pending PSA draw and risk of the bank account being overdrawn was minimal, the financial statements must reflect the deficit status of cash at year end.

The effect of releasing the checks before September 30th, correctly resulted in a reduction of accounts payable by \$197,000, but also created the deficit cash (also shown as a liability in the financial statements). In effect, total liabilities were not changed by the release of the checks. Due to negative perceptions that might be created by reflecting a cash deficit in the financial statements, we recommend management consider not releasing checks until the cash necessary to clear such checks has been deposited.

#### **Financial Statement Close**

During the audit, we made four audit adjusting entries and were provided with eleven clientprepared entries after we had begun audit fieldwork. The financial statement closing process should include the preparation of key schedules that tie to the general ledger, such as:

- Summarized schedules of key balance sheet accounts and accruals like prepaid expenses, payroll and other accruals, and unearned revenues.
- Roll-forward schedules of property and equipment assets that include supporting detailed amounts and calculations of depreciation.
- Aged accounts receivable schedules
- Calculations of allocations between program, general and administrative, and fundraising.

We recommend that management work toward a more complete year end closing process that includes all of the items above, so that the audit process can be completed more efficiently and timely.

We will review the status of these comments during our next audit engagement. We are also available to discuss these in further detail with you, if so desired.

January 27, 2015

Warren averett, LLC

Pensacola, Florida



January 27, 2015 Warren Averett, LLC 316 South Baylen Street, Suite 300 P.O. Box 12646 Pensacola, Florida 32591-2646

This representation letter is provided in connection with your audit of the financial statements of Visit Pensacola, Inc., which comprise the statement of financial position as of September 30, 2014, and the related statements of activities and cash flows for the period then ended, and the related notes to the financial statements, for the purpose of expressing an opinion as to whether the financial statements are presented fairly, in all material respects, in accordance with U.S. generally accepted accounting principles.

Certain representations in this letter are described as being limited to matters that are material. Items are considered material if they involve an omission or misstatement of accounting information that, in light of surrounding circumstances, makes it probable that the judgment of a reasonable person relying on the information would be changed or influenced by the omission or misstatement. An omission or misstatement that is monetarily small in amount could be considered material as a result of qualitative factors,

We confirm, to the best of our knowledge and belief, as of the date of this letter, the following representations made to you during your audit.

#### Financial Statements

- We have fulfilled our responsibilities, as set out in the terms of the audit engagement letter dated July 31, 2014, including our responsibility for the preparation and fair presentation of the financial statements in accordance with U.S. GAAP.
- The financial statements referred to above are fairly presented in conformity with U.S. GAAP.
- We acknowledge our responsibility for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.
- We acknowledge our responsibility for the design, implementation, and maintenance of internal control to prevent and detect fraud.
- Significant assumptions we used in making accounting estimates, including those measured at fair value, are reasonable.



- Related party relationships and transactions have been appropriately accounted for and disclosed in accordance with the requirements of U.S. GAAP.
- All events subsequent to the date of the financial statements and for which U.S. GAAP requires adjustment or disclosure have been adjusted or disclosed.
- The effects of uncorrected misstatements are immaterial, both individually and in the aggregate, to the financial statements as a whole. A list of the uncorrected misstatements is attached to the representation letter. In addition, you have proposed adjusting journal entries that have been posted to the organization's accounts. We are in agreement with those adjustments.
- We are not aware of any pending or threatened litigation, claims, or assessments or unasserted
  claims or assessments that are required to be accrued or disclosed in the financial statements in
  accordance with U.S. GAAP, and we have not consulted a lawyer concerning litigation, claims,
  or assessments.
- Material concentrations have been appropriately disclosed in accordance with U.S. GAAP.
- Guarantees, whether written or oral, under which the organization is contingently liable, have been properly recorded or disclosed in accordance with U.S. GAAP.

#### Information Provided

- We have provided you with:
  - Access to all information, of which we are aware, that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, and other matters.
  - Additional information that you have requested from us for the purpose of the audit.
  - O Unrestricted access to persons within the entity from whom you determined it necessary to obtain audit evidence.
  - Minutes of the meetings of the governing board and related committees, or summaries of actions of recent meetings for which minutes have not yet been prepared.
- All material transactions have been recorded in the accounting records and are reflected in the financial statements.
- We have disclosed to you the results of our assessment of the risk that the financial statements may be materially misstated as a result of fraud.
- We have no knowledge of any fraud or suspected fraud that affects the organization and involves:
  - Management,
  - o Employees who have significant roles in internal control, or
  - Others where the fraud could have a material effect on the financial statements.
- We have no knowledge of any allegations of fraud or suspected fraud affecting the organization's financial statements communicated by employees, former employees, grantors, regulators, or others.
- We have no knowledge of any instances of noncompliance or suspected noncompliance with laws and regulations whose effects should be considered when preparing financial statements.
- We have disclosed to you the identity of the Organization's related parties and all the related party relationships and transactions of which we are aware.

- The Organization has satisfactory title to all owned assets, and there are no liens or encumbrances on such assets nor has any asset been pledged as collateral.
- We are responsible for compliance with the laws, regulations, and provisions of contracts and grant agreements applicable to us.
- The Organization as applied for tax exempt status under Section 501(c)(6) of the Internal Revenue Code. Any activities of which we are aware that would jeopardize the Organization's tax-exempt status, and all activities subject to tax on unrelated business income or excise or other tax, have been disclosed to you. All required filings with tax authorities are up-to-date.
- We acknowledge our responsibility for presenting the schedule of functional expenses in accordance with U.S. GAAP, and we believe the schedule of functional expenses, including its form and content, is fairly presented in accordance with U.S. GAAP. The methods of measurement and presentation of the schedule of functional expenses have not changed from those used in the prior period, and we have disclosed to you any significant assumptions or interpretations underlying the measurement and presentation of the supplementary information.
- As part of your audit, you assisted with preparation of the financial statements and related notes.
  We acknowledge our responsibility as it relates to those nonaudit services, including that we
  assume all management responsibilities; oversee the services by designating an individual,
  preferably within senior management, who possesses suitable skill, knowledge, or experience;
  evaluate the adequacy and results of the services performed; and accept responsibility for the
  results of the services. We have reviewed, approved, and accepted responsibility for those
  financial statements and related notes.

Steve Hayes President

Muchager

Madeline Willett

Tourism Accounting Specialist

Madelin Wellett

Al-7897 Clerk & Comptroller's Report 12. 2.

BCC Regular Meeting Consent

Meeting Date: 04/09/2015

**Issue:** Minutes and Reports

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

Organization: Clerk & Comptroller's Office

### **Recommendation:**

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

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

- A. Accept, for filing with the Board's Minutes, the Report of the Agenda Work Session held March 19, 2015;
- B. Approve the Minutes of the Regular Board Meeting held March 19, 2015; and
- C. Accept, for filing with the Board's Minutes, the Report of the Committee of the Whole Workshop held March 12, 2015.

(BACKUP TO BE DISTRIBUTED UNDER SEPARATE COVER)

### **Attachments**

20150319 Agenda Work Session

# REPORT OF THE BOARD OF COUNTY COMMISSIONERS AGENDA WORK SESSION HELD MARCH 19, 2015

# BOARD CHAMBERS, FIRST FLOOR, ERNIE LEE MAGAHA GOVERNMENT BUILDING 221 PALAFOX PLACE, PENSACOLA, FLORIDA

(9:14 a.m. – 12:22 p.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

Susan Woolf, General Counsel to the Clerk

Lizabeth Carew, Administrative Specialist, Clerk and Comptroller's Office Judy H. Witterstaeter, Program Coordinator, County Administrator's Office

- 1. <u>FOR INFORMATION:</u> The agenda for the March 19, 2015, Regular Board Meeting, was reviewed as follows:
  - A. Judy H. Witterstaeter, Program Coordinator, County Administrator's Office, reviewed the Regular BCC agenda, and County Attorney Rogers reviewed the Written Communication items and the 5:32 p.m. TEFRA Public Hearing:
  - B. Honorable Pam Childers, Clerk of the Circuit Court and Comptroller, reviewed the Clerk's Report and recognized the Clerk's Financial Reporting staff for their work on the Escambia County, Florida, Comprehensive Annual Financial Report for the Fiscal Year ended September 30, 2014;
  - C. Horace Jones, Director, Development Services Department, reviewed the Growth Management Report and Joy Blackmon, Director, Public Works Department, presented a PowerPoint Presentation concerning the Escambia County Land Development Code;

(Continued on Page 2)

## REPORT OF THE AGENDA WORK SESSION - Continued

#### 1. Continued...

- D. Judy H. Witterstaeter, Program Coordinator, County Administrator's Office, reviewed the County Administrator's Report (CAR), with comments from:
  - (1) Keith Wilkins, Director, Community and Environment Department, regarding CAR I-2, a recommendation concerning an appointment to the RESTORE Act Committee;
  - (2) Stephan Hall, Interim Director, Management and Budget Services Department, Collier Merrill, Robin Rashard, David Bear, Jane Birdwell, John Peacock, and Williams Banks regarding CAR III-1, a recommendation concerning the fund balance carryforward in the Tourist Development Tax Fund; and
  - (3) Joy Blackmon, Director, Public Works Department, David Forte, and Jeff Helms regarding CAR III-5, a recommendation concerning the Beulah Beltway/I-10 Interchange Project; and
- E. County Attorney Rogers reviewed the County Attorney's Report.



# BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-7836 Growth Management Report 12. 1.

**BCC Regular Meeting Meeting Date**: 04/09/2015

**Issue:** Review of the Rezoning Case heard by the Planning Board March 3, 2015

**From:** Horace Jones, Department Director

**Organization:** Development Services

### **RECOMMENDATION:**

Recommendation Concerning the Review of the Rezoning Case Heard by the Planning Board on March 3, 2015

That the Board take the following action concerning the rezoning case heard by the Planning Board on March 3, 2015:

- A. Review and either adopt, modify, or overturn the Planning Board's recommendation for Rezoning Case Z-2015-03 and Z-2015-04 or remand the case back to the Planning Board; and
- B. Authorize the Chairman to sign the Orders of the Escambia County Board of County Commissioners for the rezoning case that were reviewed.

1. 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

Request By: Wiley C. "Buddy" Page, Agent for Charles S. Liberis, Owner Planning Board Applicant requested to withdraw case at PB meeting.

Recommendation:

Speakers: Buddy Page

2. Case No.: Z-2015-04

Address: 4631 Hwy 164

Property Reference No.: 33-5N-32-2102-000-000

Property Size: 1.5 (+/-) acres

From: VAG-1, Villages Agriculture District, (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

Planning Board Approval

Recommendation:

Speakers: Cary Godwin, Sam Walker

# **BACKGROUND:**

The above cases were owner initiated and heard at the March 3, 2015, Planning Board Meeting. Under the Land Development Code (LDC) 2.08.00.E.1., "the Board of County Commissioners shall review the record and the recommendation of the Planning Board and either adopt the recommended order, modify the recommended order as set forth therein, reject the recommended order, or remand the matter back to the Planning Board for additional facts or clarification. Findings of fact or findings regarding legitimate public purpose may not be rejected or modified unless they are clearly erroneous or unsupported by the record. When rejecting or modifying conclusions of law, the Board of County Commissioners must state with particularity its reasons for rejecting or modifying the recommended conclusion of law and must make a finding that its substituted conclusion of law is as or more reasonable than the conclusion that was rejected or modified. However, the Board of County Commissioners may not modify the recommendation to a more intensive use requested by the applicant and advertised. The review shall be limited to the record below. Only a party of record to the proceedings before the Planning Board or representative shall be afforded the right to address the Board of County Commissioners and only as to the correctness of the findings of fact or conclusions of law as based on the record. The Board of County Commissioners shall not hear testimony."

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

# **BUDGETARY IMPACT:**

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

# **LEGAL CONSIDERATIONS/SIGN-OFF:**

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

## **PERSONNEL:**

N/A

# **POLICY/REQUIREMENT FOR BOARD ACTION:**

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

# IMPLEMENTATION/COORDINATION:

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

# **Attachments**

Z-2015-03 Z-2015-04 Z-2015-03

	ESCAMBIA COUNTY PLANNING BUARD R	1	
1	* * *		15
_		1	(Wiley C. "Buddy" Page sworn.)
2	CASE NO: Z-2015-03	2	MR. BRISKE: It's hard to raise that right
_		3	arm, isn't it?
3	Applicant: Wiley C. "Buddy" Page, Agent for	4	MR. PAGE: Yes, it is, Mr. Chairman.
4	Charles S. Liberis, Owner Address: 17080 Perdido Key Drive	08:44AM <b>5</b>	Mr. Chairman, Buddy Page, 5337 Hamilton
7	From: R-2PK, Residential District (Perdido Key)	6	Lane in Pace with Professional Growth
5	Medium Density (4.5 du/acre)	7	Management, LLC, representing the owner this
	To: CCPK, (Perdido Key) Commercial Core	8	morning.
6	District, Maximum Density (13 du/acre)	9	This application was prepared several
_		08:44AM 10	months back. Designs were completed. The
7 8	MR. BRISKE: Okay. The first case is	11	owner hired an environmental company to go out
9	Z-2015-03. Buddy Page is the agent for	12	and take a look at the concerns regarding the
08:42AM 10	Charles Liberis, the owner, 17080 Perdido Key	13	beach mouse and other wetland concerns. A
11	Drive, 3.91 acres. Since this is going to be	14	package was put together and submitted and
12	withdrawn we will bring Mr. Page up in just a	08:45AM 15	reviewed by staff.
13 14	minute. Members of the Board, before we get	16	Since that time we've had several meetings
08:43AM 15	started, has there been any ex parte	17	with the staff and have come to the conclusion
16	communication between you and the applicant,	18	based upon the new rules and regulations out
17	the applicant's agent, attorney, witnesses,	19	on the Key that what the owner had in mind
18	fellow Planning Board members or anyone from	08:45AM <b>20</b>	that's contained in that application just
19 08:43AM 20	the general public prior to this meeting? I'll also ask you to disclose if you have	21	simply would not meet especially Criterion (1)
08:43AM 20 21	visited the subject property and disclose if	22	dealing with consistency with the
22	you are a relative or business associate of	23	Comprehensive Plan.
23	any of the parties.	24	Rather than change any of that and rather
24	Ms. Oram, good morning.	08:45AM <b>25</b>	than try to put together a reply to rebut
08:43AM <b>25</b>	MS. ORAM: Good morning. No to all.  850.434.5954/800.321.5954 - REPORTERS@TAYLORREPORTINGSERVICES.COM	08.43AM 25	850.434.5954/800.321.5954 - REPORTERS@TAYLORREPORTINGSERVICES.COM
	650.15 11555 1,000.15211555 1 RELOTTE TOWN TOWN TOWN TOWN TOWN		000110 110001 1/000102210001 1121 0111211000111120011111200111111200111111
	14		16
1	MS. HIGHTOWER: Good morning. No to all.	1	that, the owner has decided to withdraw that
1 2	MS. HIGHTOWER: Good morning. No to all.	1 2	that, the owner has decided to withdraw that
2	MS. HIGHTOWER: Good morning. No to all. MR. BRISKE: Mr. Pyle.	2	that, the owner has decided to withdraw that application.
	MS. HIGHTOWER: Good morning. No to all.  MR. BRISKE: Mr. Pyle.  MR. PYLE: No.	_	that, the owner has decided to withdraw that application.  Mr. Chairman, I make that request to the
2 3 4	MS. HIGHTOWER: Good morning. No to all. MR. BRISKE: Mr. Pyle. MR. PYLE: No. MR. LOWERY: I have visited the site, but	2 3 4	that, the owner has decided to withdraw that application.  Mr. Chairman, I make that request to the Board this morning, that it be withdrawn from
2 3 4 08:43AM 5	MS. HIGHTOWER: Good morning. No to all.  MR. BRISKE: Mr. Pyle.  MR. PYLE: No.  MR. LOWERY: I have visited the site, but no to all.	2 3 4 08:45AM 5	that, the owner has decided to withdraw that application.  Mr. Chairman, I make that request to the Board this morning, that it be withdrawn from the agenda and from any further consideration
2 3 4 08:43AM 5 6	MS. HIGHTOWER: Good morning. No to all.  MR. BRISKE: Mr. Pyle.  MR. PYLE: No.  MR. LOWERY: I have visited the site, but  no to all.  MR. BRISKE: The Chairman. No to all.	2 3 4 08:45AM 5 6	that, the owner has decided to withdraw that application.  Mr. Chairman, I make that request to the Board this morning, that it be withdrawn from the agenda and from any further consideration by the Planning Board or the County
2 3 4 08:43AM 5 6 7	MS. HIGHTOWER: Good morning. No to all. MR. BRISKE: Mr. Pyle. MR. PYLE: No. MR. LOWERY: I have visited the site, but no to all. MR. BRISKE: The Chairman. No to all. MR. TATE: No to all.	2 3 4 08:45AM 5 6 7	that, the owner has decided to withdraw that application.  Mr. Chairman, I make that request to the Board this morning, that it be withdrawn from the agenda and from any further consideration by the Planning Board or the County Commissioners.
2 3 4 08:43AM 5 6 7 8	MS. HIGHTOWER: Good morning. No to all. MR. BRISKE: Mr. Pyle. MR. PYLE: No. MR. LOWERY: I have visited the site, but no to all. MR. BRISKE: The Chairman. No to all. MR. TATE: No to all. MR. CORDES: I do disclose that I have a	2 3 4 08:45AM 5 6 7 8	that, the owner has decided to withdraw that application.  Mr. Chairman, I make that request to the Board this morning, that it be withdrawn from the agenda and from any further consideration by the Planning Board or the County Commissioners.  MR. BRISKE: Any questions from the Board?
2 3 4 08:43AM 5 6 7 8 9	MS. HIGHTOWER: Good morning. No to all.  MR. BRISKE: Mr. Pyle.  MR. PYLE: No.  MR. LOWERY: I have visited the site, but no to all.  MR. BRISKE: The Chairman. No to all.  MR. TATE: No to all.  MR. CORDES: I do disclose that I have a secondary home at Perdido Key, but other than	2 3 4 08:45AM 5 6 7 8 9	that, the owner has decided to withdraw that application.  Mr. Chairman, I make that request to the Board this morning, that it be withdrawn from the agenda and from any further consideration by the Planning Board or the County Commissioners.  MR. BRISKE: Any questions from the Board?  (Motion by Mr. Tate.)
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**Planning Board-Rezoning** 

5. A.

**Meeting Date:** 03/03/2015 **CASE:** Z-2015-03

**APPLICANT:** Wiley C "Buddy" Page, Agent for Charles S. Liberis,

Owner

ADDRESS: 17080 Perdido Key Drive

PROPERTY REF. NO.: 01-4S-33-1500-000-001

FUTURE LAND USE: MU-PK, Mixed-Use Perdido

Key

**DISTRICT:** 2 **OVERLAY DISTRICT:** N/A

**BCC MEETING DATE:** 04/09/2015

**SUBMISSION DATA:** 

**REQUESTED REZONING:** 

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).

#### **RELEVANT AUTHORITY:**

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

## **CRITERION (1)**

# Consistent with the Comprehensive Plan.

Whether the proposed amendment is consistent with the Comprehensive Plan.

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

Use Map (FLUM).

CPP FLU 1.3.1 Future Land Use Categories. The Mixed-Use Perdido Key(MU-PK) category is intended for a complimentary mix of residential, commercial and tourism (resort) related uses which provides for single-family and multi-family residential; condominiums, hotels/motels, commercial, active and passive recreational facilities, plazas and other civic uses; public and quasi-public facilities (including government facilities, public utilities, religious facilities and organizations). The uses allowed in the commercial district include a full range of commercial enterprise activities and are contingent upon conformity of such uses with all requirements of this Plan and the Perdido Key zoning regulations, thereby assuring that such commercial development is undertaken in an environmentally sensitive manner. When using density transfers, densities may not be transferred to parcels south of Perdido Key Drive. The maximum residential density is 25 dwelling units per acre, maximum intensity is 6.0 Floor Area Ratio (FAR).

Residential development in the MU-PK FLUM category shall be limited to 7,150 dwelling units and 1,000 lodging units.

### **FINDINGS**

Mixed-Use Perdido Key allows for residential and non-residential uses with a maximum density of 25 dwelling units per acre. The MU-PK Future Land Use category allows residential rezoning to districts with higher residential densities. In evaluating the issue of consistency with the Comprehensive Plan, staff finds that the proposed rezoning request to CCPK does allow for uses that are similar in nature with the intent and purpose of the Future Land Use category MU-PK as long as the development is within the density and lodging units limitations (caps) imposed by the rule of law for MU-PK as indicated in CPP FLU 1.3.1. However, more importantly is the fact that the proposed zoning change would increase the density of the parcel in question from 4.5 dwelling units per acre to 13 dwelling units per acre. Given the fact that proposed rezoning would increase the density allocation on the parcel in question, staff finds that this proposed rezoning request could potentially impact the cap limitations significantly due to the fact that we have to examine all the potential uses that are associated with this zoning request which includes high density residential development. Consequently, this would have a deleterious impact on those properties owners that have acquired certain development rights due to previously approvals given by the County. In consideration of all the facts as presented above, staffs finds that the "test of consistency" with the Comprehensive Plan cannot be met for this proposed rezoning request.

# **CRITERION (2)**

# **Consistent with The Land Development Code.**

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

- **6.05.08.** R-2PK Residential District (Perdido Key), Medium Density. A. Intent and purpose of district. This district is intended to be a medium population density residential area that recognizes the desirability of maintaining open space. The maximum density is 4.5 dwelling units per acre. Refer to the Escambia, County Comprehensive Plan and latest amendments, specifically Policy FLU 1.3.1, regarding dwelling and lodging unit caps on Perdido Key. Refer to article 11 for uses, heights and densities allowed in R-1PK areas located in the Airport/Airfield Environs.
- **6.05.15.01. CCPK (Perdido Key) commercial core district.** A. Intent and purpose of district. This district is composed of lands and structures used primarily for intense residential development and retailing of resort-related commodities and services. The regulations are intended to permit and encourage mixed use development, including high density residential, hotels and motels, and commercial uses associated with resort areas. The maximum density is 13 dwelling units per acre. Refer to the Escambia, County Comprehensive Plan and latest amendments, specifically Policy FLU 1.3.1, regarding dwelling and lodging unit caps on Perdido Key.
- B. Permitted uses.
- 1. Any Use permitted in the C-1PK district.
- 2. Hotels and motels. Maximum density shall be 25 units per acre.
- 3. Commercial amusement and commercial recreational facilities, including miniature golf courses.
- 4. Arcade amusement centers and bingo facilities.
- 5. Any uses which are similar or compatible to the uses permitted herein that promote the intent and purpose of this district. Determination shall be made by the planning board (LPA).
- **5.14.00. Maintaining levels of service.** In no case shall development, as defined in article 3, commence without a finding of concurrency which establishes that levels of service will not be degraded, unless degradation is allowed pursuant to a policy in the adopted comprehensive plan. No development orders will be issued for any development which affects any designated hurricane evacuation route unless the impact of the development on the hurricane evacuation time for affected evacuation routes is within the standard established by OBJ COA 1.3 [of the Comprehensive Plan].

## **FINDINGS**

The proposed amendment **is not consistent** with the intent and purpose of the Land Development Code. The parcel adjoins an existing zoned R-2PK parcel to the East and a parcel zoned C-1PK to the West. The proposed rezoning to an isolated CCPK zoning district would allow a much more intense zoning which differs from the surrounding zoning along Perdido Key Drive in this area,

therefore making an unbalanced zoning transition along this area of Perdido Key Drive if this amendment is approved.

The attached Exhibit A from County Transportation & Traffic Operations department noted, this segment of Perdido Key Drive is currently operating at 66% of it's capacity for transportation concurrency. Development shall not commence without a finding of concurrency through the Development Review Committee per LDC 5.14.00.

## **CRITERION (3)**

# Compatible with surrounding uses.

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

#### **FINDINGS**

The proposed amendment is **not compatible** with surrounding existing uses in the area. Within the 500' radius impact area, staff observed properties with zoning districts R-3PK, C-1PK, and R-2PK. Some of the nearby uses are: five condominium properties, one gas station, one mobile home park, one RV park, five vacant parcels, one single-family, and two properties that are recreation areas for Beach & Yacht Club condos.

# **CRITERION (4)**

# **Changed conditions**

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

### **FINDINGS**

Staff found **no changed** conditions that would impact the amendment or property(s). The subject property did have a rezoning case Z-2008-06 from R-2PK to R-3PK on June 5, 2008 and was approved by the Planning Board, however at the Board of County Commissioners (BCC) meeting on August 7, 2008 the BCC voted 4-0 to drop the rezoning case. Also staff found conditional use approval CU-2005-03 to allow accessory buildings on waterfront lots to be located in the front yard of the principal dwelling.

# **CRITERION (5)**

## Effect on natural environment.

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

#### **FINDINGS**

According to the National Wetland Inventory, wetlands and hydric soils **were indicated** on the subject property. Also, this area contains the Beach Mouse Habitat. Authority; purpose; scope. Ordinance No. 2006-2 is enacted under authority of Article VII, Section 1(f) of the Constitution of the State of Florida and F.S. ch. 125 for the purpose of providing a mechanism for imposition and collection of a recurring annual assessment for those properties involved in mitigation for Perdido Key Beach Mouse habitat impacts. This subsection shall be known as "The Perdido Key Beach Mouse Special Assessment Ordinance." When applicable, further review during the Site Plan Review process will be necessary to determine if there would be any significant adverse impact on the natural environment.

Attached Exhibit B (Supplemental Information Case Z-2015-03) from County Environmental Program Manager, Coastal Zones and Habitat Conservation Timothy Day. Also noted is the following environmental conditions have been identified on the subject property:

- Wetlands National Wetland Inventory
- Endangered Species Habitat (Perdido Key beach mouse) US Fish and Wildlife Service
- Coastal High Hazard Area (Escambia County GIS Category 1 Storm Surge area)

# **CRITERION (6)**

# **Development patterns.**

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

#### **FINDINGS**

The proposed amendment **would not** result in a logical and orderly development pattern. With the surrounding uses that are primarily low density residential and no commercial uses except a gas station, a rezoning to CCPK would allow for a multitude of commercial uses in a primarily residential area. A rezoning to a higher density on Perdido Key may impact other already zoned parcels ability to develop to their maximum density or use, do to the residential development in the MU-PK FLUM category shall be limited to 7,150 dwelling units and 1,000 lodging units.

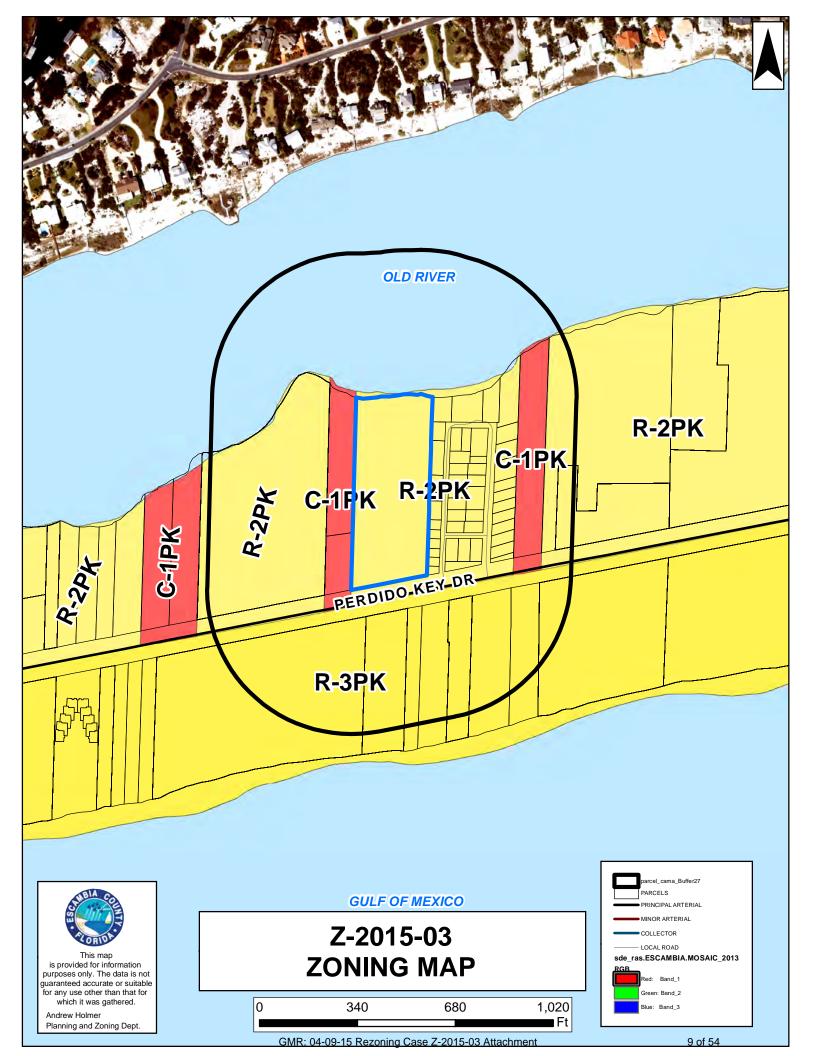
## **Attachments**

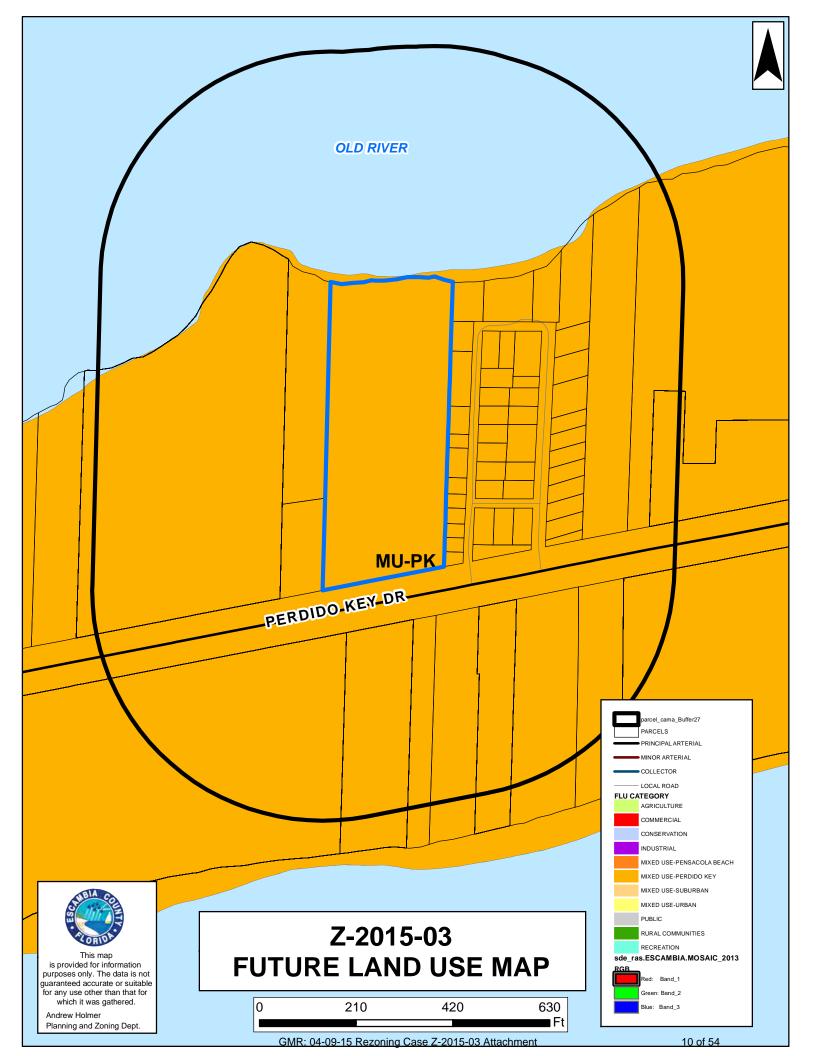
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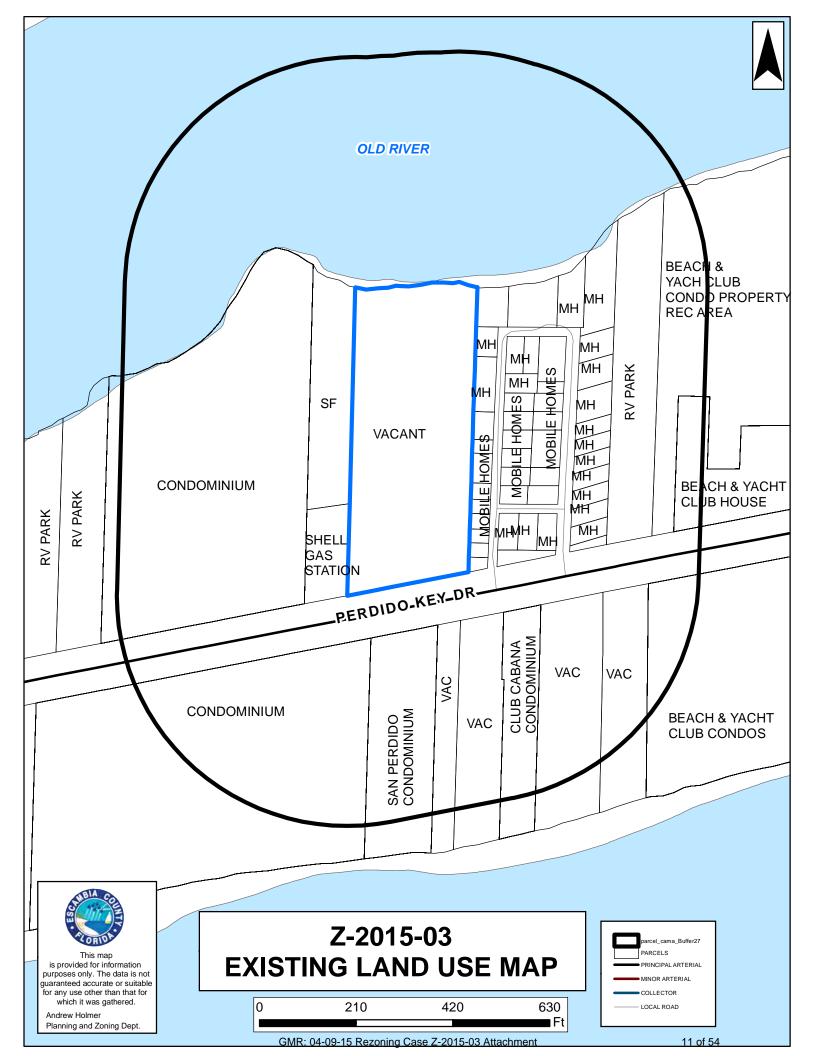
Exhibit A-Thomas R Brown Transportation

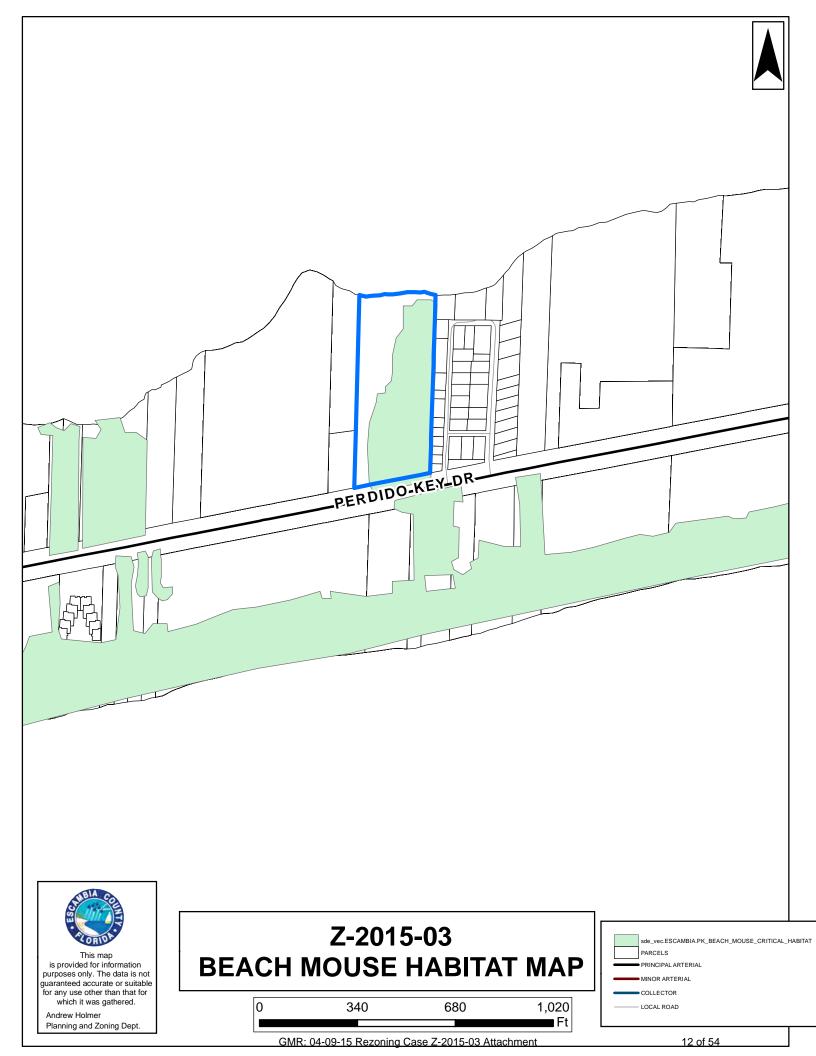
Exhibit B- HCP Supplemental Information Tim Day

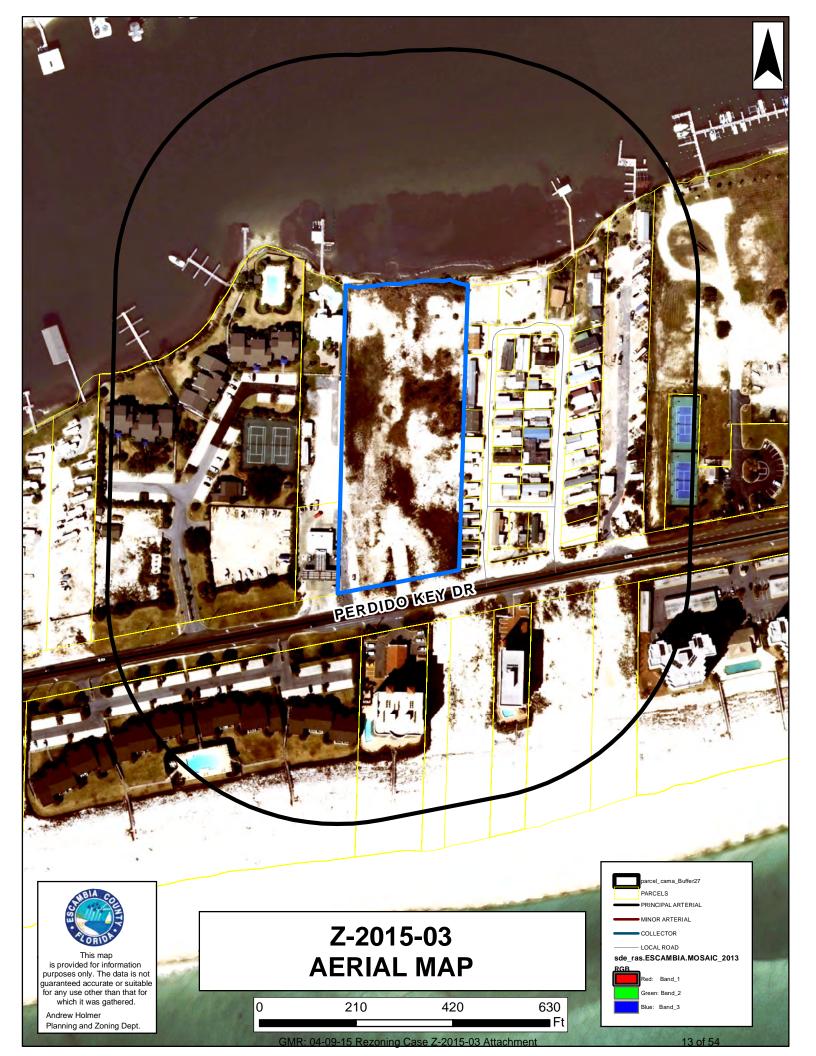




































# PLANNING BOARD REZONING PRE-APPLICATION SUMMARY FORM

01-45-33-1500-000-010	Diddy Page
Property Reference Number	Name
17080 Perdidolcey Address	Owner Agent Referral Form Included? Y / N
MAPS PREPARED	PROPERTY INFORMATION
Zoning	Current Zoning: R-2 Pk Size of Property: 3.7/ +/
☐ FLU	Future Land Use: Mu-PK Commissioner District: 2
☐ Aerial	Overlay/AIPD: NA Subdivision: NA
Other:	Redevelopment Area*: A A *For more info please contact the CRA at 595-3217 prior to application submittal.  Seach Mouse
	COMMENTS
Desired Zoning: (CPK	
s Locational Criteria applicable	? If so, is a compatibility analysis required?
Parcel has beach m	ause habitat, In Av flood yore: 18 22 RV Pads
To renoved, Applicant we may take density from	anse habitat, In Av Alood yore: 1822 RV Pads Il need to get mouse germ, I thro Fitor. The yearner allocated rorungs of the requested rorung calegory in
<ul> <li>□ Applicant will contact sta</li> <li>□ Applicant decided agains</li> <li>□ Applicant was referred to</li> <li>□ BOA</li> <li>□ DRC</li> </ul>	st rezoning property
Staff present:	pate: 12/9/14

No comment made by any persons associated with the County during any pre-application conference or discussion shall be considered either as approval or rejection of the proposed development, development plans, and/or outcome of any process.

# APPLICATION

Please check application type:	☐ Conditional Use Request for:	
☐ Administrative Appeal	☐ Variance Request for:	
☐ Development Order Extension	M Rezoning Request from: 27 8	K to: CCPK
Name & address of current owner(s) as shown Owner(s) Name:	wn on public records of Escambia County, F	
Address: 2/4	NENDENCEMA	ST
☐ Check here if the property owner(s) is autho Limited Power of Attorney form attached herein.		the Affidavit of Owner and
Property Address: Property Reference Number(s)/Legal Description	n: 1-45-33-1500	000-001
By my signature, I hereby certify that:		
	ed agent to make such application, this application this application this request; and	tion is of my own choosing,
	of my knowledge and belief, and I understand be grounds for denial or reversal of this applica and	
<ol> <li>I understand that there are no guarantees a refundable; and</li> </ol>	as to the outcome of this request, and that the	application fee is non-
<ol> <li>I authorize County staff to enter upon the p inspection and authorize placement of a pu determined by County staff; and</li> </ol>	roperty referenced herein at any reasonable tir blic notice sign(s) on the property referenced h	me for purposes of site nerein at a location(s) to be
I am aware that Public Hearing notices (leg Development Services Bureau.	al ad and/or postcards) for the request shall be	e provided by the
Signature of Owner/Agent	Printed Name Owner/Agent	15 15 Date
Signature of Owner	Printed Name of Owner	Date
The foregoing instrument was acknowledged be	COUNTY OF Escamb	ia
The foregoing instrument was acknowledged be by Charles S. Liberis	efore me this 5 th day of Jonuar	20 15,
Personally Known OR Produced Identification		SARY PURC KAYLAN WALDEN
Signature of Notary (notary seal must be affixed)	Printed Name of Notary	MY COMMISSION # FF 078542  EXPIRES: December 30, 2017  Bonded Thru Budget Notary Services
FOR OFFICE USE ONLY Meeting Date(s): 2/3/15; 3/	ASE NUMBER: 2-2015-03	1/5/2.
Fees Paid: \$ 1,270.50 Receipt #:	Accepted/verified by: Accepted/verified by: Accepted/verified by: Accepted/verified by: Accepted/verified by: Accepted/verified by: Accepted/verified by: Accepted/verified by: Accepted/verified by: Accepted/verified by: Accepted/verified by: Accepted/verified by: Accepted/verified by: Accepted/verified by: Accepted/verified by: Accepted/verified by: Accepted/verified by: Accepted/verified by: Accepted/verified by: Accepted/verified by: Accepted/verified by: Accepted/verified by: Accepted/verified by: Accepted/verified by: Accepted/verified by: Accepted/verified by: Accepted/verified by: Accepted/verified by: Accepted/verified by: Accepted/verified by: Accepted/verified by: Accepted/verified by: Accepted/verified by: Accepted/verified by: Accepted/verified by: Accepted/verified by: Accepted/verified by: Accepted/verified by: Accepted/verified by: Accepted/verified by: Accepted/verified by: Accepted/verified by: Accepted/verified by: Accepted/verified by: Accepted/verified by: Accepted/verified by: Accepted/verified by: Accepted/verified by: Accepted/verified by: Accepted/verified by: Accepted/verified by: Accepted/verified by: Accepted/verified by: Accepted/verified by: Accepted/verified by: Accepted/verified by: Accepted/verified by: Accepted/verified by: Accepted/verified by: Accepted/verified by: Accepted/verified by: Accepted/verified by: Accepted/verified by: Accepted/verified by: Accepted/verified by: Accepted/verified by: Accepted/verified by: Accepted/verified by: Accepted/verified by: Accepted/verified by: Accepted/verified by: Accepted/verified by: Accepted/verified by: Accepted/verified by: Accepted/verified by: Accepted/verified by: Accepted/verified by: Accepted/verified by: Accepted/verified by: Accepted/verified by: Accepted/verified by: Accepted/verified by: Accepted/verified by: Accepted/verified by: Accepted/verified by: Accepted/verified by: Accepted/verified by: Accepted/verified by: Accepted/verified by: Accepted/verified by: Accepted/verified by: Accepted/verified by: Accepted/verified by:	Date: 13/20/5
Receipt #:		

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

FOR OFFICE USE: CASE #: Z-2015-03

# CONCURRENCY DETERMINATION ACKNOWLEDGMENT

For Rezoning Requests Only
Property Reference Number(s): 1-45-33-1500-000-001
Property Address: (7080 PRDIDO KEY, DR
I/We acknowledge and agree that no future development for which concurrency of required facilities and services must be certified shall be approved for the subject parcel(s) without the issuance of a certificate of concurrency for the development based on the actual densities and intensities proposed in the future development's permit application.
I/We also acknowledge and agree that approval of a zoning district amendment (rezoning) or Future Land Use Map amendment does not certify, vest, or otherwise guarantee that concurrency of required facilities and services is, or will be, available for any future development of the subject parcels.
I/We further acknowledge and agree that no development for which concurrency must be certified shall be approved unless at least one of the following minimum conditions of the Comprehensive Plan will be met for each facility and service of the County's concurrency management system prior to development approval:
a. The necessary facilities or services are in place at the time a development permit is issued.
b. A development permit is issued subject to the condition that the necessary facilities and services will be in place and available to serve the new development at the time of the issuance of a certificate of occupancy.
<ul> <li>For parks and recreation facilities and roads, the necessary facilities are under construction at the time the development permit is issued.</li> </ul>
d. For parks and recreation facilities, the necessary facilities are the subject of a binding executed contract for the construction of the facilities at the time the development permit is issued and the agreement requires that facility construction must commence within one year of the issuance of the development permit.
e. The necessary facilities and services are guaranteed in an enforceable development agreement. An enforceable development agreement may include, but is not limited to, development agreements pursuant to Section 163.3220, F.S., or as amended, or an agreement or development order issued pursuant to Chapter 380, F.S., or as amended. For transportation facilities, all in-kind improvements detailed in a proportionate fair share agreement must be completed in compliance with the requirements of Section 5.13.00 of the LDC. For wastewater, solid waste, potable water, and stormwater facilities, any such agreement will guarantee the necessary facilities and services to be in place and available to serve the new development at the time of the issuance of a certificate of occupancy.
f. For roads, the necessary facilities needed to serve the development are included in the first three years of the applicable Five-Year Florida Department of Transportation (FDOT) Work Program or are in place or under actual construction no more than three years after the issuance of a County development order or permit.
THEREBY ACKNOWLEDGE THAT I HAVE READ, UNDERSTAND AND AGREE WITH THE ABOVE STATEMENT ON THIS, YEAR OF, YEAR OF, YEAR OF
Signature of Property Owner  Charles S. Liberis Printed Name of Property Owner  Date

Printed Name of Property Owner

Signature of Property Owner

Date

FOR OFFICE USE:

CASE #: 2 - 2015 - 03

# AFFIDAVIT OF OWNER AND LIMITED POWER OF ATTORNEY

As owner of the property located at	080 FEDVIO K	EY DZ.
Florida, property reference number(s) 1.	-45-33-1500-0	00-001
I hereby designate	C BUDDY PAGE for	the sole purpose
of completing this application and making a	presentation to the:	
Planning Board and the Board of County referenced property.	Commissioners to request a rezoning or	ı the above
☐ Board of Adjustment to request a(n)		referenced property.
This Limited Power of Attorney is granted or 15, and is effective until the Board	of County Commissioners or the Board of	
rendered a decision on this request and any	appeal period has expired. The owner re	eserves the right to
rescind this Limited Power of Attorney at an	y time with a written, notarized notice to t	he Development
Services Bureau.		
Agent Name: SILE C PA  Address: 5337 How Witten I  Signature of Property Owner	Charles S. Liberis Printed Name of Property Owner	( Q Q H , No. 1 . 98 93
Signature of Property Owner	Printed Name of Property Owner	Date
STATE OF Florida	COUNTY OF Escambia	
The foregoing instrument was acknowledged before r	ne thisday ofary	20 <u>15</u> ,
by <u>Charles</u> S. Liberis	·	
Personally Known OR Produced Identification .	Type of Identification Produced:	
Signature of Notary	Printed Name of Notary	(Notary Seal)



# FLORIDA DEPARTMENT OF STATE DIVISION OF CORPORATIONS



# **Detail by Entity Name**

Foreign Limited Liability Company

YACHT HARBOUR DEVELOPMENT, LLC

Filing Information

Document Number M13000003591

FEI/EIN Number N/A

**Date Filed** 06/07/2013

State WY

Status ACTIVE

Principal Address

212 E INTENDENCIA ST PENSACOLA, FL 32502

Mailing Address

212 E INTENDENCIA ST PENSACOLA, FL 32502

Registered Agent Name & Address

LIBERIS, CHARLES S 212 E INTENDENCIA ST PENSACOLA, FL 32502

Authorized Person(s) Detail

Name & Address

Title MGR

LIBERIS, CHARLES S 212 E INTENDENCIA ST PENSACOLA. FL 32502

**Annual Reports** 

Report Year Filed Date 2014 04/14/2014

**Document Images** 

04/14/2014 -- ANNUAL REPORT

View image in PDF format

This Instrument Was Prepared By: Tonjia Brown Liberis Law Firm Liberis Law Firm West Introduccia Street Pensacola, FL 32502 Telephone: (850) 438-9647

File #90-28-13

#### SPECIAL WARRANTY DEED

This Special Warranty Deed is made this <u>2D</u> day of May, 2013, by and between CBNA-GA II, LLC., a Limited Liability Company, whose post office address is 201 Riverplace Suite 500, Greenville, South Carolina, 29601, (hereinafter referred to as "Grantor"), and Yacht Harbour Development, LLC, whose post office address is 212 West Intendencia Street, Pensacola, Florida 32502 (hereinafter referred to as "Grantee", whether singular or plural).

WITNESSTH: That the Grantor, for and in consideration of the sum of Ten Dollars and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, the following described real property located in Escambia County, Florida:

#### SEE ATTACHED EXHIBIT "A"

TOGETHER with all and singular the tenements, hereditaments, and appurtenances belonging to or in any way appertaining to the real property.

THIS CONVEYANCE IS SUBJECT TO THE FOLLOWING:

Taxes and assessments for 2013 and subsequent years.

Zoning and other governmental regulations.

Conditions, restrictions, limitations and easements of record, if any, but this provision shall not operate to re-impose the same.

TO HAVE AND TO HOLD the same in fee simple forever.

AND THE GRANTOR HEREBY COVENANTS with the Grantee that, at the time of the delivery of this Deed, the premises were free from all encumbrances made by the Grantor, and that Grantor has good right and lawful authority to sell and convey the property and Grantor hereby warrants the title to the property for any acts of Grantor and will defend the title against the lawful claims and demands of all other persons claiming by, through, or under Grantor, but against none other.

THIS CONVEYANCE IS NOT INTENDED TO APPLY TO OR OTHERWISE EFFECT ANY RIGHT, TITLE OR INTEREST IN OR TO THE REAL PROPERTY DESCRIBED OR REFERENCED HEREIN WHICH GRANTOR ACQUIRES BY PURCHASE, GIFT, DEVISE OR OTHER CONVEYANCE EFFECTIVE SUBSEQUENT TO THE DATE OF EXECUTION OF THIS DEED.

THE PROPERTY DESCRIBED IN THIS DEED IS NOT THE HOMESTEAD OF THE GRANTOR AND THE GRANTOR'S SPOUSE IS NOT REQUIRED TO JOIN IN THIS CONVEYANCE.

TITLE TO THE PROPERTY CONVEYED HAS NEITHER BEEN EXAMINED NOR APPROVED BY THE PREPARER HEREOF.

IN WITNESS WHEREOF, Grantor has signed this deed on the day and year first above written.

Executed in the presence of:

	CBNA-GA II, LLC	
Printed Name: Nicole Clarton	Wade Ling HS: SVP	<del>-</del>
Printed Name: Doug appleby	•	
STATE OF STREEMAILE		
Washer me this 80 day who:	of May, 2013, personally GA II, LLC, as its 500	appeared
Spersonally known to me, or		
who produced	as identification,	
and who acknowledged having executed	the foregoing deed.	
(Notary must check one line above in comp	oleting acknowledgment)	

#### EXHIBIT "A"

#### PARCEL 1:

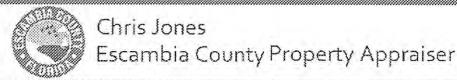
COMMENCING AT THE POINT OF THE INTERSECTION OF THE CENTERLINE OF THE RIGHT-OF-WAY OF ALABAMA STATE HIGHWAY NO. 180 WITH THE ALABAMA-FLORIDA STATE LINE, AS DEFINED AND ESTABLISHED BY ACT OF LEGISLATURE OF ALABAMA, APPROVED AUGUST 28, 1953, AND BY THE ACT OF LEGISLATURE OF FLORIDA, APPROVED JUNE 12 1953, SAID POINT ALSO BEING THE INTERSECTION OF THE CENTERLINE OF THE RIGHT OF WAY OF FLORIDA STATE HIGHWAY NO. S-292; WITH THE ALABAMA-FLORIDA STATE LINE, THENCE RUN N 77 DEGREES 02 MINUTES E AND ALONG THE PROJECTION OF THE CENTERLINE OF THE RIGHT-OF-WAY OF ALABAMA STATE HIGHWAY NO 180 A DISTANCE OF 2307.18 FEET TO THE POINT OF BEGINNING; THENCE RUN DUE NORTH AND PARALLEL WITH THE ALABAMA-FLORIDA STATE LINE A DISTANCE OF 800 FEET, MORE OR LESS TO A POINT ON THE SOUTH LINE OF OLD RIVER THENCE RUN NORTHEASTERLY AND ALONG THE MEANDERINGS OF THE SOUTH LINE OF OLD RIVER, A DISTANCE OF 100 FEET, MORE OR LESS TO A POINT, THENCE RUN DUE SOUTH AND PARALLEL WITH THE ALABAMA-FLORIDA STATE LINE A DISTANCE OF 800 FEET, MORE OR LESS TO A POINT ON THE PROJECTED CENTERLINE OF THE RIGHT-OF-WAY OF ALABAMA STATE HIGHWAY NO. 180 SAID POINT BEING N 77 DEGREES 02 MINUTES E AND 100 FEET FROM THE POINT OF BEGINNING, THENCE RUN S 77 DEGREES 02 MINUTES W AND ALONG THE PROJECTED CENTERLINE OF THE RIGHT-OF-WAY OF ALABAMA STATE HIGHWAY NO. 180 A DISTANCE OF 100 FEET, WHICH IS THE POINT OF BEGINNING ALL BEING SITUATED IN SECTION 1, TOWNSHIP 4 SOUTH, RANGE 33 WEST, ESCAMBIA COUNTY, FLORIDA EXCEPTING, HOWEVER, THAT PORTION OF RIGHT-OF-WAY DEDICATED FOR FLORIDA STATE HIGHWAY NO. 292.

#### PARCEL 2:

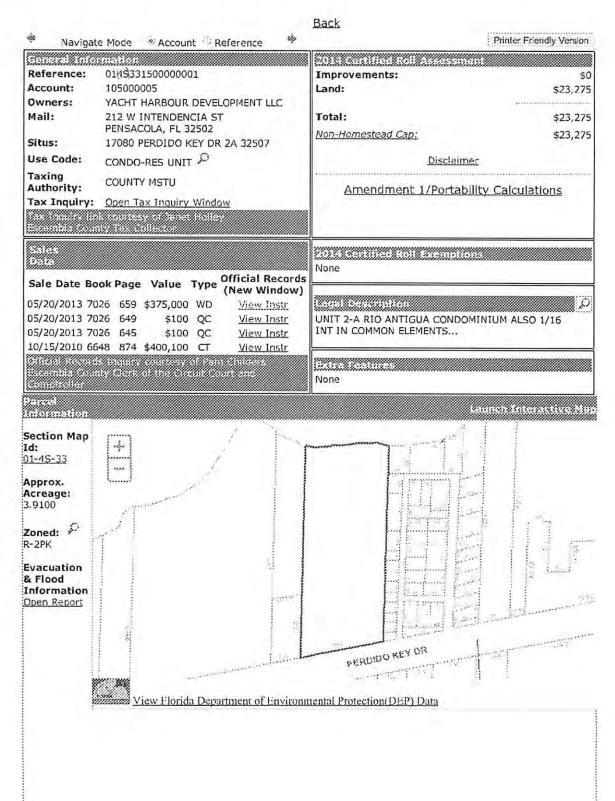
COMMENCING AT THE POINT OF THE INTERSECTION OF THE CENTERLINE OF THE RIGHT-OF-WAY OF ALABAMA STATE HIGHWAY NO. 180 WITH THE ALABAMA-FLORIDA STATE LINE, AS DEFINED AND ESTABLISHED BY ACT OF LEGISLATURE OF ALABAMA, APPROVED AUGUST 28, 1953, AND BY THE ACT OF LEGISLATURE OF FLORIDA, APPROVED JUNE 12, 1953; SAID POINT ALSO BEING THE INTERSECTION OF THE CENTERLINE OF THE RIGHT OF WAY OF FLORIDA STATE HIGHWAY NO. S-292: WITH THE ALABAMA-FLORIDA STATE LINE; THENCE RUN N 77 DEGREES 02 MINUTES E AND ALONG THE PROJECTION OF THE CENTERLINE OF THE RIGHT-OF-WAY OF ALABAMA STATE HIGHWAY NO. 180 A DISTANCE OF 2407.18 FEET TO THE POINT OF BEGINNING, THENCE RUN DUE NORTH AND PARALLEL WITH THE ALABAMA-FLORIDA STATE LINE A DISTANCE OF 800 FEET. MORE OR LESS TO A POINT ON THE SOUTH LINE OF OLD RIVER, THENCE RUN NORTHEASTERLY AND ALONG THE MEANDERINGS OF THE SOUTH LINE OF OLD RIVER, A DISTANCE OF 166 FEET MORE OR LESS TO A POINT; THENCE RUN DUE SOUTH AND PARALLEL WITH THE ALABAMA-FLORIDA STATE LINE A DISTANCE OF 800 FEET, MORE OR LESS TO A POINT ON THE PROJECTED CENTERLINE OF THE RIGHT-OF-WAY OF ALABAMA STATE HIGHWAY NO. 180, SAID POINT BEING N 77 DEGREES 02 MINUTES E AND 166 FEET FROM THE POINT OF BEGINNING THENCE RUN S 77 DEGREES 02 MINUTES W AND ALONG THE PROJECTED CENTERLINE OF THE RIGHT-OF-WAY OF ALABAMA STATE HIGHWAY NO. 180 A DISTANCE OF 166 FEET, WHICH IS THE POINT OF BEGINNING; ALL BEING SITUATED IN SECTION 1, TOWNSHIP 4 SOUTH, RANGE 33 WEST, ESCAMBIA COUNTY, FLORIDA EXCEPTING, HOWEVER, THAT PORTION OF RIGHT-OF-WAY DEDICATED FOR FLORIDA STATE HIGHWAY NO. 292.

# PARCEL 1 AND PARCEL 2 ARE ALSO KNOWN AS:

CONDOMINIUM UNITS 2-A, 2-B, 2-C, 2-D, 3-E, 3-F, 3-G, 3-H, 4-E, 4-F, 4-G, 4-H, 5-E, 5-F, 5-G, AND 5-H, RIO ANTIGUA, TOGETHER WITH ALL THE COMMON ELEMENTS, ACCORDING TO THE DECLARATION OF CONDOMINIUM THEREOF RECORDED IN OFFICIAL RECORDS BOOK 5754, PAGE 137, AS AMENDED IN OFFICIAL RECORDS BOOK 5854, PAGE 1045, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.



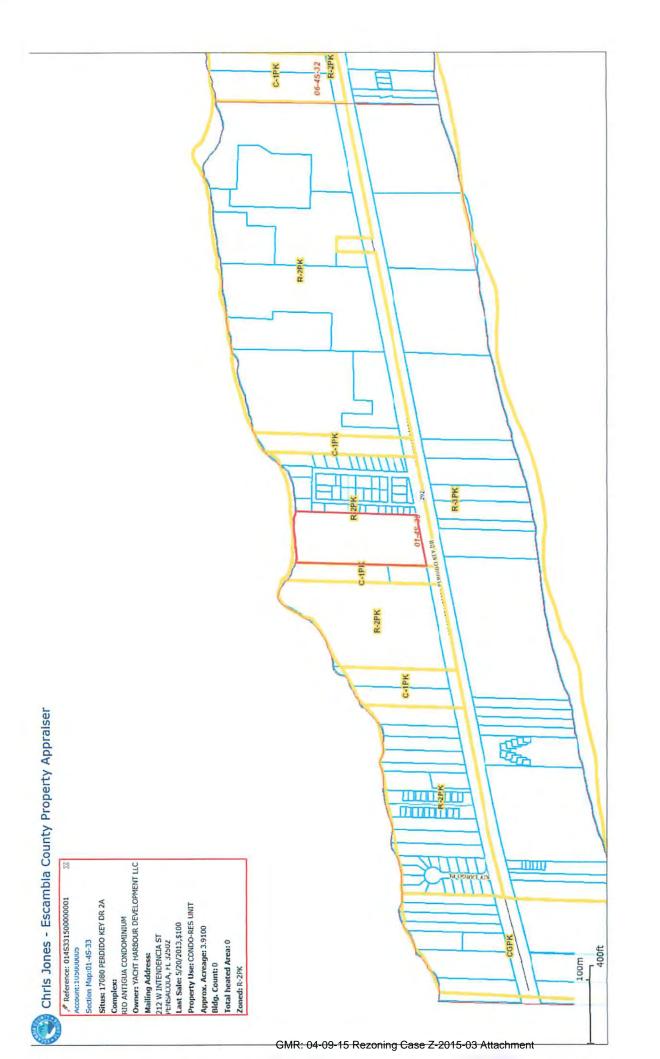
Real Estate Tangible Property Sale Amendment 1/Portability
Search List Calculations



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			***************************************			
		Nor	1e			

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.

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Source: Escambia County Property Appraiser

105000005

Navigate Mode O Account O Reference

General Information

212 W INTENDENCIA ST

PENSACOLA, FL 32502

CONDO-RES UNIT

COUNTY MSTU

Tax Inquiry: Open Tax Inquiry Window
Tax Inquiry link courtesy of Janet Holley

YACHT HARBOUR DEVELOPMENT LLC

17080 PERDIDO KEY DR 2A 32507

014S331500000001

Restore Full Page Version

2014 Certified Roll Assessment
Improvements: \$0
Land: \$23,275

Total: \$23,275

Non-Homestead Cap: \$23,275

Disclaimer

Amendment 1/Portability Calculations

Escambia County Tax Collector

Sales

Sales Data

Reference:

Account:

Owners:

Mail:

Situs:

Taxing

Use Code:

**Authority:** 

Sale Date Book Page Value Type Official Records (New Window)

 05/20/2013 7026
 659
 \$375,000
 WD
 View Instr

 05/20/2013 7026
 649
 \$100
 QC
 View Instr

 05/20/2013 7026
 645
 \$100
 QC
 View Instr

 10/15/2010 6648
 874
 \$400,100
 CT
 View Instr

 Official Records Inquiry courtesy of Pam Childers

Escambia County Clerk of the Circuit Court and Comptroller

2014 Certified Roll Exemptions

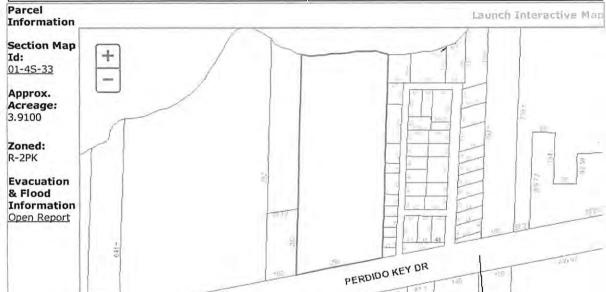
None

Legal Description

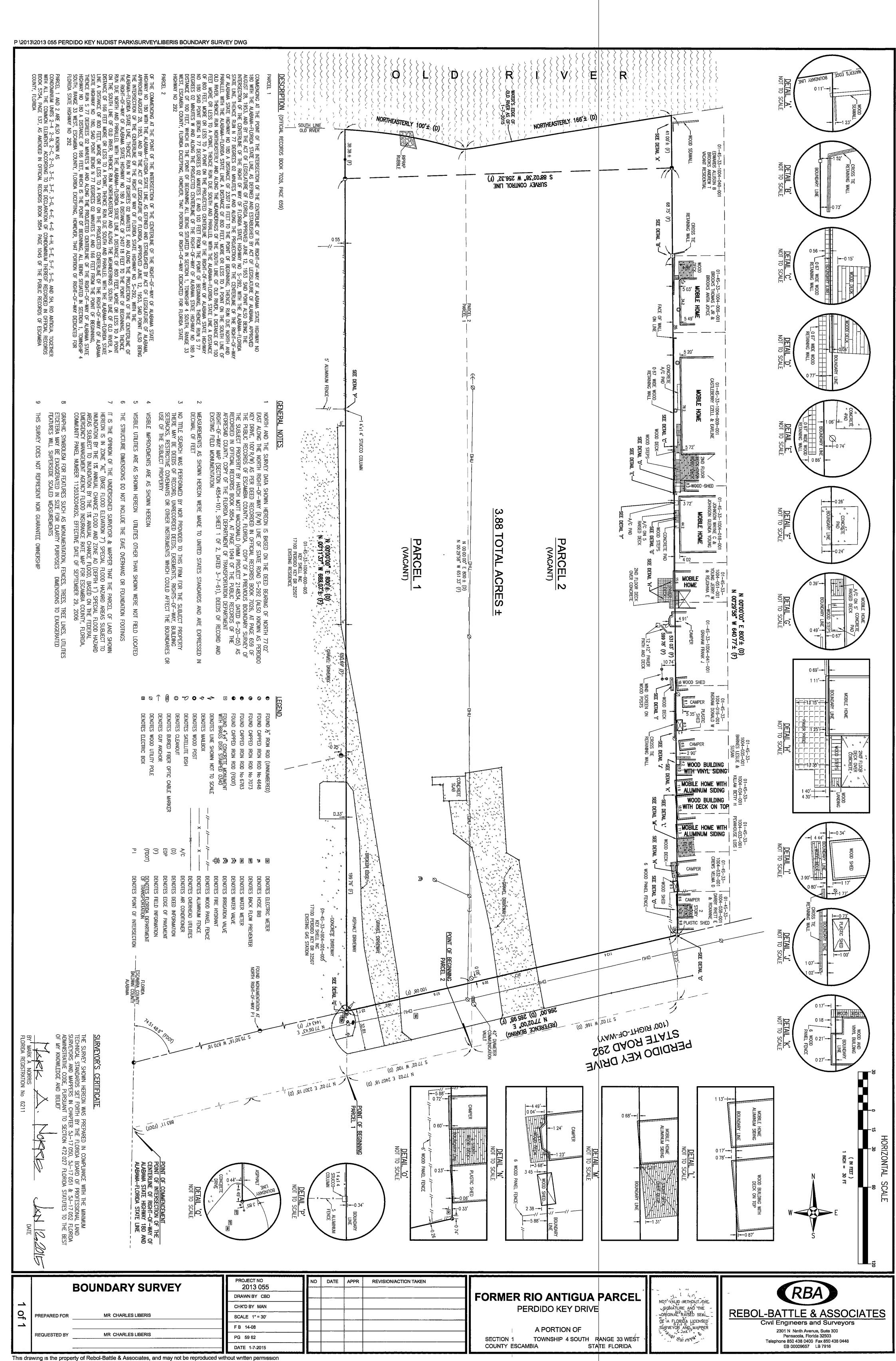
UNIT 2-A RIO ANTIGUA CONDOMINIUM ALSO 1/16 INT IN COMMON ELEMENTS...

**Extra Features** 

None



View Florida Department of Environmental Protection(DEP) Data



# Chris Jones Escambia County Property Appraiser



**CASTLEBERRY EZELL & EARLINE** STRICKLAND H C & DORIS **BROOKS ANITA JOYCE PO BOX 115** PO BOX 2078 2803 CRYSTAL FALLS DR CASTLEBERRY, AL 36432 **GULF SHORES, AL 36547** KINGWOOD, TX 77345 HARDEN DEBRA M **TURNEY DALE & GINA BROWN WANDA M** 9526 SCENIC HILLS DR 741 PLUMMER RD #1220 192 DONOVAN RD **SEMMES, AL 36575** LUREDALE, MS 39451 **HUNTSVILLE, AL 35806 CROLEY DEBORAH D** METZGER ETHEL B YOUNG JOHNSON WAYNE C & PO BOX 23 2420 BOBWHITE TRAIL W **14651 RIDGE RD** CENTURY, FL 32535 SUMMERDALE, AL 36580 **MOBILE, AL 36695** MOWERY PATSY T REVOCABLE LIVING FOR PHILLIPS JAMES D & FORD MICHAEL A & KIMBERLY R 1452 HICKORY ST 106 E TIMBER RIDGE DR TRUST 17000 PERDIDO KEY DR LOT J NICEVILLE, FL 32578 WAYNESBORO, MS 39367 PENSACOLA, FL 32507 YOUNG JERRY W & REJOHNIA E LESTER LEE W & JAMES WILLIE F & RITA M 1052 MARYANNA RD 2510 GLADSTONE DR 9855 CELESTE RD **CALERA, AL 35040 HUNTSVILLE, AL 35811** SARALAND, AL 36571 JOHNSON SALLY A SHEFFIELD T T & BETTY B LYNN 4558 AMBLEWOOD CT 47175 BELLEWOOD DR 14010 RANDAMERE DR **HUNTSVILLE**, AL 35803 PACE, FL 32571 **MOBILE, AL 36618** INGRAM DONALD W IVA **BARNES LESLIE & SUSAN** 10169 BOWMAN AVE 217 CONCORDIA BLVD 3210 DOCKENS RD PENSACOLA, FL 32534 PENSACOLA, FL 32505 MCDAVID, FL 32568 **BILLIE JOYCE KEY SHELL INC** 3658 CLARIDGE RD NORTH LINT ROYCE L JR 146 S FLORIDA STREET **MOBILE, AL 36608** 5914 RIVERVIEW DR **MOBILE, AL 36606** BIRMINGHAM, AL 35210 **PEVAHOUSE LOIS I CREWS VELMA D** FOR KILLAM BETTY H TRUST 597 BOCAGE RD 5149A HIGHWAY 612 8850 CREAMER RD CENTURY, FL 32535 BIRMINGHAM, AL 35210 **CANTONMENT, FL 32533** RIO DEVELOPMENT PARTNERS LLC **ROBBINS LIVING TRUST 50% INT BEACH & YACHT CLUB AT PO BOX 738** 2401 BROOKPARK RD 16790 PERDIDO KEY DR PENSACOLA, FL 32507 POINT CLEAR, AL 36564

LUCEDALE, MS 39452

**CASTLEBERRY EZELL & DICKS BROOKS ANDREW T** LIGHTSEY LEON G JR 17000 PERDIDO KEY DR 2139 GILLETTE ST 5223 BORDER DR N **MOBILE, AL 36608** MOBILE, AL 36606 PENSACOLA, FL 32534 SHELLY ANGELA **MATCHETT ALTON & DARLENE** WEBB PAUL E 17000 PERDIDO KEY DR, LOT D 9855 REBEL RD 515 S 21ST AVE PENSACOLA, FL 32507 HOUSTON, TX 77006 **ATMORE, AL 36502 CARNLEY DEBORAH FAYE & GRAHAM FRANK J** BEASLEY CHARLIE R 17000 PERDIDO KEY DR # G 9710 HAMILTON CREEK DR S PO BOX 76 PENSACOLA, FL 32526 PENSACOLA, FL 32507 DARBY RHETT E & ROXANNE HAMMAC KAY R BEASLEY CHARLIE R 17000 PERDIDO KEY DR LOT Q 14005 SOLANO CIR 5410 DAWSON RD **MOBILE, AL 36695** STEINHATCHEE, FL 32359 CENTURY, FL 32535 SEABREEZE PROPERTIES LLC **ASSOCIATION INC CLUB CABANA CONDOMINIUM** 100 M PRICE RD 3057 COUNTY RD 71 PENSACOLA, FL 32507 OCEAN SPRINGS, MS 39564 PERKINSTON, MS 39573 LAKESHORE CAPITAL INVESTMENTS LLC JACOBS JOSEPH D JR TRUSTEE FOR JACOBS JOSEPH D JR & 2000 1ST DR STE 400 4150-C OLD STERLINGTON RD 4150-C STERLINGTON RD **NEWTON, AL 36352** MARIETTA, GA 30062 MORGAN CECIL JR & JANE H 25% INT **HUBERT LEO A JR & BARBARA J** 3090 OVERHILL RD C/O REGIONS BANK 11 ENGLISH TURN CT MONROE, LA 71203 MONROE, LA 71203 BIRMINGHAM, AL 35223 **ROYAL CUP INC** LEE JUDITH GOODWIN DCS MULTIGENERATIONAL FAMILY 160 CLEAGE DR 1162 CHEVAL LN PO BOX 11270 ARLINGTON, TX 76094 **NEW ORLEANS, LA 70131 NEW ORLEANS, LA 70181** ROBINSON G A III TRUSTEE FOR JACOBS DOROTHY S AMERICAN REALTY CO 91 S FRONT ST STE 2 1 RIVER PLACE PO BOX 23047 BIRMINGHAM, AL 35217 BIRMINGHAM, AL 35216 MEMPHIS, TN 38103 STEVENS RONALD J & REBECCA B **HULSEY WILLIAM C & MILDRED E SOLOMON GARY & MARTHA** 5400 BANCROFT DR PO BOX 1440 **424 CLUB PLACE** NEW ORLEANS, LA 70181 **NEW ORLEANS, LA 70130** DAPHNE, AL 36526

CHAROGLU AUDREY **ROBINSON CARLTON E & JEAN H** WILLIAMSON ELIZABETH W & 12 WATERFORD DR 224 LAKEWOOD DR EAST 94 PIDGEON RD NEW ORLEANS, LA 70122 MEMPHIS, TN 38117 NEW ORLEANS, LA 70122 LOVELL LEAH CHILDERS MANAGEMENT **NANCY KEITH NOLEN MARY ROEBUCK** TRUST 1/2 INT 44 ENGLISH TURN DR 2701 BAILEY RD 609 RANDOLPH AVE SE **MOBILE, AL 36605 HUNTSVILLE, AL 35801** HATTIESBURG, MS 39402 **HOOD WARREN A JR & CAROLYN S** FORESMAN CRAIG L & MARMANDE MARVIN V JR 623 MAIN ST 9 WATERS LAKE BLVD 1212 SAINT CHARLES ST **NEW ORLEANS, LA 70131** LEEDS, AL 35094 HATTIESBURG, MS 39401 HAFFNER STEPHANIE S **HUGHES MARTHA H** HATCHER DENISE L 3620 OAK GROVE CIR 8655 JEFFERSON HWY # 15 PO BOX 16111 **MISSOURI CITY, TX 77459-6553** HOUMA, LA 70360 **MOBILE, AL 36616 CLODFELTER WILLIAM C &** CAROLINE B WEBB TRUST 1/2 RAMIREZ BRENT TRUSTEE 16790 PERDIDO KEY DR # A801 110 DUNHAM SPRINGS LN PO BOX 2370 MONTGOMERY, AL 36116 BATON ROUGE, LA 70809 PENSACOLA, FL 32507 CARTER LLOYD W & CHERYL B CHRNEST PARTNERSHIP MCGOWAN DIANE WEST LIMITED 414 GLENDALE DR **PARTNERSHIP** 2310 MARIANNE DR **NEW ORLEANS, LA 70176** NEW ORLEANS, LA 701762370 2749 QUAIL RUN PLACE ZACHARY, LA 70791 CAGE JOHN MD LLC **CHALFIN STEVEN & DEBOLT FRANK W &** 711 ST JOHN ST 1501 BLACKBIRD LN **504 BILTMORE DR** METAIRIE, LA 70001 JACKSON, MS 39211 **MONROE, LA 71201** LOCKETT GERTRUDE W CALDWELL H MILLER JR & CHAIN BETTY GREEN 3832 BROOK HOLLOW LN 107 SHORELINE DR 312 6TH AVE SAN ANTONIO, TX 78248 FRANKLIN, TN 37067 HATTIESBURG, MS 39401 MOTE LAUREN O **GIBSON NANCY T** SOUTHWEST SECURITY INC 127 W CANEBRAKE BLVD 290 RIVER ROUTE 75 MELROSE MONTEBELLO PKWY BIRMINGHAM, AL 35243 GULF BREEZE, FL 32561 NATCHEZ, MS 39120 VASCOCU JULIA H & **BIGLANE JAMES M & NANCY K** RATLIFF JOYCE A

GMR: 04-09-15 Rezoning Case Z-2015-03 Attachment

MAGNOLIA SPRINGS, AL 36555

PO BOX 966

103 OAK ALLEY

HATTIESBURG, MS 39402

2003 GARDEN PL

LAFAYETTE, LA 70508

LOFLIN JOHN W **BRYANT SCOTT M & JULIE C** BYC PARTNERS LLC PO BOX 4987 1830 29TH AVE S APT 440 4500 1-55 NORTH STE 221 PENSACOLA, FL 32507 JACKSON, MS 39211 NATCHEZ, MS 39121 **HOGAN JACQUELINE VZ** MAJURE FAMILY LIMITED HIGHWAY EQUIPMENT CO INC PO BOX 550 **PARTNERSHIP** 2 S 32ND ST MONROE, LA 71211 626 22ND AVE SOUTH MERIDIAN, MS 39302 HOMEWOOD, AL 35209 PERDIDO KEY PARTNERS THOMPSON RICHARD E MANAGEMENT MANSHEL STEPHEN D & ELLEN H **TRUST** 3136 PINE RIDGE RD 7523 GARNET ST MERIDIAN, MS 39301 8 CARLA CIR BIRMINGHAM, AL 35213 BIRMINGHAM, AL 35233 VIEW ON THE GULF PARTNERS **BROCKMAN RALPH W & JANA W** RENARD LLC 168 E OAKRIDGE PARK 2812 ARMAND ST C/O THOMAS LANE BIRMINGHAM, AL 35213 NEW ORLEANS, LA 70124 MONROEVILLE, AL 36460 ANDREWS F SCOTT & AUGUSTA M HALEY JOHN P III & 1/2 INT 1104 MONTVUE RD PO BOX 859 PO BOX 6058 METAIRIE, LA 70005 MONROE, LA 71201 ANNISTON, AL 36201 RESIDENCE TRUST WARE FRANCES W AGER LLC 300 BRIARWOOD DR WEST 2728 8TH ST 100-B SOUTH MAIN ST POINT CLEAR, AL 36564 MONROE, LA 71211 TUSCUMBIA, AL 35674 SMITHWICK CATHERINE S 1/6 INT VIP RESOURCES LLC ALLEN LESLIE RALLS 1901 6TH AVE N STE 2400 104 CAMELLIA DR 3245 E BRIARCLIFF RD TUSCUMBIA, AL 35674 JACKSON, MS 39206 TUSCALOOSA, AL 35401 WEICHERT CAPITAL HOLDINGS VILLERE GEORGE G **TAYLOR JOHN A TRUSTEE** 501 RUE ST PETER APT 111 9 AUDUBON PLACE 104 S RIDGE RD BIRMINGHAM, AL 35203 BIRMINGHAM, AL 35223 ANDALUSIA, AL 36420 KING ANN T FAMILY PARTNERSHIP **BATES PAUL** ALLEN NANCY N C/O JOHN CLANCY KING JR 15 PERSERVERANCE ST 2281 GRANDVIEW DR BIRMINGHAM, AL 35223 **NEW ORLEANS, LA 70118** LAWRENCEBURG, TN 38464

ROUSE ENTERPRISES LLC 111 BEDFORD RD NEW ORLEANS, LA 70118 GOODWIN SARA G 25 % INT 2215 W 33RD ST

MT PLEASANT, SC 29464

ROBINSON ADAMS INSURANCE INC PO BOX 530250 HELENA, AR 72342

**GODFREY THOMAS B JR & PATRICIA R** SIMMONS FIRST TRUST CO **BALLARD GEORGE F & KEIGH** 1409 N 2ND ST **3131 OLIVE ST** 957 CASTLE KIRK DR PANAMA CITY, FL 32405-1920 BIRMINGHAM, AL 35253 HATTIESBURG, MS 39402 **BLAND DANIEL L &** SCHEU CHERYL W MOSTELLAR JOY D 107 SOUTH RANKIN ST 5584 DOUBLE OAK LN 2355 VENETIA RD BATON ROUGE, LA 70808 **MONROE, LA 71201** PINE BLUFF, AR 71603 HERITAGE PARTNERS LTD **CAVIN CHARLES &** HARENA LLC **2303 STEEL ST** 1550 MCFARLAND BLVD N THIRD C/O BRENDA NORMAN NATCHEZ, MS 39120 BIRMINGHAM, AL 35242 **FLOOR MOBILE, AL 36605** PERDIDO PARADISE LLC **EDGE ANDREW N** PERDIDO FOUR LLC 3004 ASBURY LN 4268 DYKES DR **52410 CLARK RD** HOUSTON, TX 77098 ATLANTA, GA 30319 MEMPHIS, TN 38117 MCGEHEE WILLIAM B JR & **GRENIER JOHN B &** THIBODEAUX THELMA ANN C/O TALLADEGA INSURANCE 1833 WOODCREST RD 101 SAWGRASS LN TUSCALOOSA, AL 34506 WHITE CASTLE, LA 70788 BIRMINGHAM, AL 35243 **TRUST HURST BILLY &** FOR PIERCE ERNEST NOEL & 17075 PERDIDO KEY DR U-1W 1736 E SUNSHINE ST SUITE 500 17075 PERDIDO KEY DR # 1C TALLADEGA, AL 35160 BIRMINGHAM, AL 35209 TALLADEGA, AL 35160 PLOTT WILLIAM H **BRENNER HOWARD** WEST DOROTHY ANN 1315 INDIAN HILL DR **4228 HOUMA BLVD** 17075 PERDIDO KEY DR # 3E BROUSSARD, LA 70518 PENSACOLA, FL 32507 PENSACOLA, FL 32507 DAVIS MARY CHEEK HALL FAMILY RFIMFR GARY B & STILLMAN MARGARET M 17075 PERDIDO KEY DR UNIT U-3W **TRUST** 17075 PERDIDO KEY DR # U4E C/O LANIGAN & ASSOCIATES PC TUSCALOOSA, AL 35406 METAIRIE, LA 70006 SPRINGFIELD, MO 658041335 LOTT LARRY W JR & THORNTON KATHY W BALE ANGELA 17075 PERDIDO KEY DR # 5-E 395 JESSIE JAMES RD 1116 PINEMONT DR NORTH PENSACOLA, FL 32507 TALLAHASSEE, FL 32308 PENSACOLA, FL 32507

GMR: 04-09-15 Rezoning Case Z-2015-03 Attachment

SCOTT ISAAC J III &

TUSCALOOSA, AL 35406

2 OLD CREEK TRL

1/2 INT

17075 PERDIDO KEY DR U 5C

PENSACOLA, FL 32507

HULETT GREGORY J & 1814 LAKE HARRIS RD

BENTON, LA 71006

FOR SMITH SHARON ANN TRUST KILPATRICK ANDREW C & **BUCHANAN HELEN H** 17075 PERDIDO KEY DR # 6-W 486 BOTANICAL PL PO BOX 171 PENSACOLA, FL 32507 OPELIKA, AL 36804 PENSACOLA, FL 32507 **NOLEN JAMES S BLAYLOCK CLAIRE WILSON** HAZELRIG LYNN S 600 HILLYER HIGH RD 1020 COUNTRY RD 1482 PO BOX 43669 **WHITE OAK, TX 75693 MOBILE, AL 36601** PENSACOLA, FL 32507 **NEWMAN DWAIN A &** MYERS JERRY W & GLORIA W JAMES J F & 2491 E JOYCE BLVD 17000 PERDIDO KEY DR # A-12 814 AMBERWOOD DR BIRMINGHAM, AL 35223 ANNISTON, AL 36207 BIRMINGHAM, AL 35243 YACHT HARBOUR DEVELOPMENT LLC ANDERSON TUNSTALL C & LYNNE R LONG EARLE W IV 212 W INTENDENCIA ST 183 GREEN GLADE RD PO BOX 2746 PENSACOLA, FL 32507 TUSCALOOSA, AL 35405 **ROWELL JULIE R BORHO JEFFREY M** MASTER BOAT BUILDERS INC 510 OAK RIDGE CT EAST 64 52ND ST PO BOX 702 PENSACOLA, FL 32502 MARIETTA, GA 30062 STONE JOSEPH P **WOODWARD MICHAEL & BROGDEN JOSEPH B &** 1300 HINKLE RD 414 SKYLINE DR 1997 MEDICAL PARK DR MEMPHIS, TN 38120 **MOBILE, AL 36652** DAPHNE, AL 36526 WARD CHERYLY & RICHARDSON DAISY P TRUSTEE FOR **BUTLER JAMES D & LYNNE S 5065 SOUNDSIDE DR 162 RUMSON ROAD NE** 208 KINGSWOOD CT **GULFPORT, MS 39507** BAYOU LA BATRE, AL 36509 CLANTON, AL 35045 CUSICK TERRY L & REBECCA C **BOLLENBERG WILLIAM G & BARBARA E GIBSON EMORY T &** 17119 PERDIDO KEY DR # G-15 17119 PERDIDO KEY DR G-21 1201 STONEHURST DR TAYLORSVILLE, KY 40071 **ATMORE, AL 36502 GULF BREEZE, FL 32563 KOFFLER WARREN E & BODIE JUDY H** RICE DEBORAH KAY 4606 KINGSWOOD DR SOUTH 10 SCHWAEMMLE DR 2124 MARCHFIELD DR EAST ATLANTA, GA 30305 **MOBILE, AL 36608** PENSACOLA, FL 32507 VAUGHN DONALD W & PATSY M BASDEN KATIE PRATHER 1/3 INT STONE AIMEE PO BOX 2506 2317 GARLAND DR 5713 OAKLEIGH TRACE CT **HUNTSVILLE, AL 35801 MOBILE**, AL 36693 PENSACOLA, FL 32507

NEEDLE RUSH POINT OWNER'S ASSOC BERRY KEEHN W III LENAGHAN JAMES O & INC 3024 WOODLEIGH RD 1632 SUGAR CREEK DR 17119 PERDIDO KEY DR **MOBILE, AL 36693 MOBILE, AL 36608 MOBILE, AL 36608 RUSSELL WILLIAM S & JANET** HAMMOCK WILLIAM R JR KOPPEL GEORGE H 1605 BLACK HAWK DR 525 OWLS NEST PL 4530 MAGAZINE ST # A **AUBURN, AL 36831** BIRMINGHAM, AL 35216 **MOBILE, AL 36695 KOCH PAMELA B** MATTEI HARRY W & MARGARET R MCWHORTER ROBERT W & PATRICIA K **112 LEVERT AVE** 3804 WARREN CT 10046 CONWAY RD PENSACOLA, FL 32507 BIRMINGHAM, AL 35223 OPELIKA, AL 36801 MONTAGUE FAMILY PARTNERSHIP MAXWELL ROSEMARY MORRISSEY MARY G TRUSTEE 222 BOXWOOD DR C/O ROBERT MONTAGUE 4476 PRESERSVE DR FAIRHOPE, AL 36532 NEW ORLEANS, LA 70115 **MOBILE, AL 36607 CARR J SCOTT &** TALLEY JOHN F & PEPPI P HYNSON ROBERT G **575 LINCOLN AVE** 904 LAKE COLONY RUN PO BOX 3020 MEMPHIS, TN 38117 **MOBILE, AL 36608** ST LOUIS, MO 63124-1277 YOUNGBLOOD WILLIAM T STEEN JOE F & MCGINLEY KATHERINE M 30 OAKLAND AVE 109 RYAN AVE 3716 CLARIDGE RD S FRANKLIN, TN 37069 HOOVER, AL 352264159 PALO ALTO, CA 94301 **SUTTER JANIS** MERRILL LAURA JENKINS VIRGINIA H 102 BLACKBERRY TRAIL 1647 PANORAMA LN **120 LEE DR** BIRMINGHAM, AL 35242 **LAUREL, MS 39442 MOBILE, AL 36608** ROSENDAHL MATTHEW WEBSTER DAVID F & THORN EDWARD F & NITA F TRUSTEES 1000 VALENCE ST 2 WESTGATE RD **FOR MOBILE, AL 36608 MOBILE, AL 36607** 19481 MOUNTAINVIEW LN FLORENCE, AL 35630 SEWELL STEPHANIE M ATCHLEY BRIAN K & **HOLLINGSWORTH CAREY F III &** 1105 OAK RIVER RD 2304 BROOK MANOR DR VIRGINIA C 2933 VIRGINIA RD **AUBURN, AL 36832 NEW ORLEANS, LA 70115** BIRMINGHAM, AL 35216 BEILHARZ TERRY E & JUDITH A KENT BARBARA A **BLESSEY MADELEINE S** 

1200 BLACKHAWK DR

BIRMINGHAM, AL 35223

430 IONA ST

**MOBILE, AL 36608** 

8736 FOX CHASE LN

BIRMINGHAM, AL 35223

TERRELL CAROLYN D	CORDELL HOLLI KAYE BLAKELEY	FOR NETTERVILLE FREDERICK H
2419 AUDUBON ST	17119 PERDIDO KEY DR B-35	3547 BUFFALO RD
MEMPHIS, TN 381203318	METAIRIE, LA 70005	OPELIKA, AL 36801
DEMPSEY JEAN C	WILLIS DORA W	PETERSEN ROBERT M & ELISE H
624 TUDOR LANE WEST	206 LYNNWOOD CIR	704 S JAHNCKE AVE
OPELIKA, AL 36801	DEFIANCE, OH 43512	NEW ORLEANS, LA 70125
BARTON ARLENE 9/30 INT	FOR PLUMMER CAROL H LIVING TRUST	KING HENRY L SR
1209 FOREST CIR	29237 NEW BRADFORD	C/O HENRY L KING JR
WOODVILLE, MS 39669	MOBILE, AL 36608	HATTIESBURG, MS 39402
LARUE WILLIAM T & JOY W 1359 RIVERDALE RD COVINGTON, LA 70433	PARMLEY RICHARD T 17119 PERDIDO KEY DR # C-24 BIRMINGHAM, AL 35223	WOOD PATRICIA S & 16 CROSS CREEK DR CORBIN, KY 407012329
MEACHAM JOHN E & ALISON O	MITCHELL JACK & CATHERINE B	SCOTT CHARLES D &
3 SPRING BANK RD SOUTH	17119 PERDIDO KEY DR # C33	2641 INTERSTATE DR
FOLEY, AL 36536	GERMANTOWN, RI 38183	PENSACOLA, FL 32507
CHADWELL MARY L	PAYNE KATHERINE C 1/2 INT	BLAKELEY ROBERT &
17845 BRICKWOOD DR	28 CROSS CREEK DR	17119 PERDIDO KEY DR UNIT D 12
MOUNTAIN BROOK, AL 35213	HUNTINGTON BEACH, CA 92648-5527	MOBILE, AL 36608
CRANE THEODORE P JR & BARBARA A	WOODALL KEITH & JOANNE B	PULLEN PAMELA K 1/2 INT
2119 LAKE HEATHER WAY	1805 WHITTELSEY CT	1920 SHADES CREST RD
PENSACOLA, FL 32507	OPELIKA, AL 36801	FAIRHOPE, AL 36532
FOR FORTINBERRY KENNETH A & ELLEN K TRUST 17119 PERDIDO KEY DR # D-21 MOUNTAIN BROOK, AL 35213	BAKEWELL MICHAEL D & DEBORAH A 50 WATERWAY CT PENSACOLA, FL 32507	CURRY JENICE 2540 GLENN BROOKE DR BIRMINGHAM, AL 35242
CYNTHIA A TRUSTEES	YATTUM CONDOS INC	JONES FRANK C
14251 SILVER RIDGE RD	3161 LEE ROAD 54	3001 WOODLEIGH RD
OPELIKA, AL 36801	BIRMINGHAM, AL 35216	PENSACOLA, FL 32507
BARHAM ROBERT B &	PATTON ROBERT C & BARBARA H	LAUGHMAN MARY M
17119 PERDIDO KEY DR UNIT D 32	3001 ROCKY BROOK RD	49 SOUTH POINT
THE WOODLANDS, TX 77380	AUBURN, AL 36830	POWAY, CA 920644969

**SULLIVAN SUZANNE S** MACKEY SHARON J 20% INT PINEBROOK PROPERTIES LLC PO BOX 218 1683 MCMICHAEL DR 3378 MOFFETT RD BIRMINGHAM, AL 35223 PENSACOLA, FL 32507 OPELIKA, AL 36804 SAINO FELIX H & HELEN W **BURKE TED BOX NORMA H TRUSTEE 5214 CHOCTAW AVE** 70 OAKLAND AVE 3609 VANNEMAN CT OPELIKA, AL 36801 HATTISBURG, MS 39402 **MOBILE, AL 36607** WILLIAMS ROBERT D & KLEIN JOSEPH G & **GUTHRIE MARY** 232 LAKEWOOD DR WEST 6470 CASTEEL LN 912 OLD CAHABA DR LIBERTY, MS 396450218 BATON ROUGE, LA 70815 PENSACOLA, FL 32507 MORGAN BRYAN R & HORSLEY MARILYN **NEAL SALLY R** 1831 PRIM CIR 214 RIVER BEND RD **57 HAPPY VALLEY CIR MOBILE, AL 36608 MOBILE, AL 36608** ATLANTA, GA 30339 **SUSAN STOREY DAVIS TERRY D & LYNNE BRAMLETT NANCY PATE** 650 RIDGEFIELD RD 11726 COUNTY RD # 262 3724 DUNSTAN CT HELENA, AL 35080 ATHENS, AL 35611 **AUBURN, AL 36830** LATTA FORREST S MCLEOD DOUGLAS R & SUSMAN WILLIAM J & MELANIE R 213 KINGSWOOD CT 4708 OLD SHELL RD 11 COUNTRY CLUB COLUMBIA, MS 39429 NEWNAN, GA 30263-4025 **MOBILE, AL 36608** PALMER JEFFREY T NETTERVILLE CHARLES T IV STRATTON PAMELA BURGESS 1/6 INT 9801 OLD WATERMELON RD 3695 BUFFALO RD 4 BUIE DR **TYLER, TX 75707 MOBILE, AL 36608 MOBILE, AL 36608** WRENN ROMEL C & FOR SEBASTIAN FAMILY TRUST SKINNER ELLIS R & 465 BRICKELL AVE # 3406 2701 TIMBERCREST LN 3046 WETHERBY DR **MOBILE, AL 36608 MOBILE, AL 36608** TUSCALOOSA, AL 35406 CAMP JOHN R & **GADY LLC** DIAZ VERSON PATRICIA 2240 SIMPSON RD 3701 TILFORD CIR 252 KODIAK TRL WOODVILLE, MS 39669 MONROE, LA 71201 MIAMI, FL 33131 **HOLT DAVID A &** SLOCUM FRED E & TERRAL THOMAS B 70 CYPRESS LOVE 17131 PERDIDO KEY DR #502 17131 PERDIDO KEY DR # 601 HIGHLAND VILLAGE, TX 75077 **GERMANTOWN, TN 38139** FORTSON, GA 31808

SLOCUM TERRY R 17131 PERDIDO KEY DR #601 DELHI, LA 71232	HOLT DAVID A & 17131 PERDIDO KEY DR APT 502 TUSCALOOSA, AL 35406	KENYAN SUSAN POPE C/O PAUL BATES MONROE, LA 71201
BLAYLOCK CLAIRE WILSON 1020 COUNTY RD 1482 MIAMI, FL 33131	FOR LAROCHE CAROLE F 10801 HUNTERS POINT RD GERMANTOWN, TN 38139	HURST BILLY & 17075 PERDIDO KEY DR UNIT 1W DELHI, LA 71232
FOR NEWMAN R GLENDA TRUST PO BOX 789 MONROE, LA 71201	STILLMAN MICHAEL J & 17075 PERDIDO KEY DR #U4E SMYRNA, GA 30080	THORNTON KATHY W 17075 PERDIDO KEY DR # 5E BIRMINGHAM, AL 35243
JMK INVESTMENT PROPERTIES LLC C/O ANDREW & PATRICIA KILPATRICK BIRMINGHAM, AL 35223	KENYAN EDWIN & C/O PAUL A BATES BENTON, LA 71006	KNIEP ERNEST W JR 5200 TRAVIS RD #2 COLUMBIA, TN 38401
PARKER GLORIA JUNE EST OF PO BOX 442 CULLMAN, AL 35058	,	,
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,	,	,



# Development Services Department Building Inspections Division

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

# RECEIPT

Receipt No.: 625753

Date Issued. : 01/05/2015 Cashier ID : TMCOOEY

Application No.: PRZ150100001

Project Name: Z-2015-03

		PAYMENT	NFO
Method of Payment	Reference Document	Amount Paid	Comment
Check			
	001112	\$1,270.50	App ID : PRZ150100001
		\$1,270.50	Total Check

Received From: JOSESBORO INVESTMENTS LLC

Total Receipt Amount: \$1,270.50

Change Due: \$0.00

		AF	PPLICATION INFO
Application #	Invoice #	Invoice Amt	Balance Job Address
PRZ150100001	716773	1,270.50	\$0.00 17080 PERDIDO KEY DR, PENSACOLA, FL
Total Amount :		1,270.50	\$0.00 Balance Due on this/these Application(s) as of 1/21/2015

From: Thomas R Brown
To: John C. Fisher

Subject: RE: Rezoning case on pk

**Date:** Thursday, January 22, 2015 11:36:52 AM

This segment of Perdido Key Dr is currently operating at 66% of its capacity for transportation concurrency. Development shall not commence without a finding of concurrency through the Development Review Committee per LDC 5.14.00

```
-----Original Message-----
From: John C. Fisher
```

Sent: Thursday, January 22, 2015 8:18 AM

To: Horace L Jones; David V. Forte

Cc: Temeka S. Mallory; Kayla R. Meador; Thomas R Brown; Colby S. Brown

Subject: RE: Rezoning case on pk

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-----Original Message-----
From: Horace L Jones
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Sent: Thursday, January 22, 2015 8:15 AM

To: David V. Forte

Cc: John C. Fisher; Temeka S. Mallory; Kayla R. Meador; Thomas R Brown; Colby S. Brown

Subject: Re: Rezoning case on pk

Certainly.

### Sent from my iPhone

> On Jan 22, 2015, at 8:12 AM, David V. Forte < DVFORTE@co.escambia.fl.us > wrote:

>

> If possible, can John and Tommy have a quick sit down prior to the Findings-of-Fact are complete. I think it is best that we (Traffic) has a chance to review the case with the Rezoning PM early enough on in the process so that we can all be on the same page moving forward.

>

> It can work as a way to eliminate potential disagreements/concerns right before or even during the rezoning hearing.

> Thanks all,

>

- > David Forte, Program Manager
- > Public Works Department
- > Escambia County, FL

> >

- > -----Original Message-----> From: Horace L Jones
- > Sent: Thursday, January 22, 2015 6:54 AM
- > To: John C. Fisher; Temeka S. Mallory; Kayla R. Meador > Cc: Thomas R Brown; David V. Forte; Colby S. Brown
- > Subject: Rezoning case on pk

>

> Johr

> Please make sure that Tom has all the information on the proposed rezoning case. He needs the entire file. We discuss. This last year

> Sent from my iPhone



# Board of County Commissioners • Escambia County, Florida

Keith Wilkins, Director

Community & Environment Department

TO: Escambia County Planning Board

FROM: Timothy Day, Environmental Programs Manager

Water Quality and Land Management Division

MEETING DATE: 02/03/2015

RE: Supplemental Information Case: **Z-2015-03** 

Criterion (5) Effect on natural environment

**Findings:** The proposed amendment is **not consistent** with the intent and purpose of the Perdido Key Habitat Conservation Plan.

# **History:**

- February 2004 Perdido Key beach mice documented on private property resulting in significant environmental permit requirements for Perdido Key property owners
- December 2007 The Board of County Commissioners contract with Atkins to develop a
  Habitat Conservation Plan (HCP) regarding listed species on Perdido Key in order to
  receive an Incidental Take Permit (ITP) to facilitate private development
- December 2014 US Fish and Wildlife Service approves the HCP and issues the ITP to Escambia County

## What the HCP Does:

The HCP/ITP is a tool the County can utilize to facilitate private development on the Key while maintaining protective measures required by the Endangered Species Act. In areas the USFWS have determined mouse habitat exists, the County will be able to authorize development of approximately 66 acres.

# Conflict with the HCP/ITP:

The HCP/ITP was developed and approved based on existing zoning. County development approvals under the HCP/ITP are restricted to 11 acres every 5 years and limits cumulative development by zoning district. This proposed amendedment would limit the ability of other owners within the CCPK district to receive the benefit of this permit. Additionally, if densities/intensities are increased, the premise of the HCP/ITP may be deemed invalid and subject the County to having the permit revoked or a third party challenge.



Excerpt from the Perdido Key Programmatic Habitat Conservation Plan

Table 8.3: Final calculation of PKBM habitat to be lost during the 30-year ITP.

Zoning District	Final PKBM habitat acres lost for the 30-year ITP based on 2004-2008 actions, maintaining baseline habitat percentage within zoning districts, and request for determination of ITP coverage needs
R-1 PK	1.3 acres
R-2 PK	4.5 acres
R-3 PK	12.3 acres
PR PK	33.7 acres
C-1 PK	5.4 acres
CC PK	8.7 acres
CG PK	0.1 acres
Total	66 acres*

^{*}An additional five (5) percent of take may be administratively authorized with concurrence by the Service as a contingency for unforeseen circumstances. This administrative authorization will constitute up to three and three-tenths (3.3) acres of take. Prior to receiving Service concurrence, the County will additionally create/restore and perpetually maintain PKBM habitat on a 2:1 ratio of up to six and six-tenths (6.6) acres.

From: Horace L Jones

Kayla R. Meador; Temeka S. Mallory To:

Fwd: Rezoning Case Z-2015-03 - 17080 Perdido Key Drive Subject:

Friday, February 27, 2015 10:46:23 AM Date:

# Sent from my iPhone

# Begin forwarded message:

From: Buddy Page < budpage1@att.net > Date: February 27, 2015 at 10:44:39 AM CST

To: Horace L Jones < <a href="https://example.co.escambia.fl.us">HLJONES@co.escambia.fl.us</a>>

Cc: "Andrew D. Holmer" < <u>ADHOLMER@co.escambia.fl.us</u> >, "Juan C.

Lemos" < < <a href="mailto:JCLEMOS@co.escambia.fl.us">JCLEMOS@co.escambia.fl.us</a>>, Craig Martin < craig@wetlandsciences.com >, 'Charles Liberis'

<<u>cliberis@liberislaw.com</u>>, "Timothy R. Day" <<u>TRDAY@co.escambia.fl.us</u>>, Wayne Briske <<u>wbblue272@yahoo.com</u>>

Subject: Rezoning Case Z-2015-03 - 17080 Perdido Key Drive

## Horace,

Please accept this as our request to withdraw the above referenced application from the Planning Board agenda set for March 3, 2015. Call if you have any questions or need anything further. Thank you. Buddy

## Wiley C. "Buddy" Page, MPA, APA

Professional Growth Management Services, LLC

5337 Hamilton Lane - Pace, Florida 32571 Planning - Zoning - Litigation Support Cell 850.232.9853 - budpage1@att.net



# BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA

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

# Escambia County Planning Board Public Hearing Speaker Request Form

Please Print Clearly

Meeting Date: 5-3-15
Rezoning Quasi-judicial Hearing Regular Planning Board Meeting
Rezoning Case #: 205-03 OR Agenda Item Number/Description:
Against
*Name: PAGE
*Address: <u>5337</u> Hanulton *City, State, Zip: <u>Pace</u> 32571
Email Address: Despreyationational Phone: 232 9853
Please indicate if you:  would like to be notified of any further action related to the public hearing item.  do not wish to speak but would like to be notified of any further action related to the public hearing item.
All items with an asterisk * are required.
0

#### Chamber Rules

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

Z-2015-04

	ESCAMBIA COUNTY PLANNING BUARD R	1	·
1	17 * * *		19
2	CASE NO: Z-2015-04	1	current VAG-1. This is the Future Land Use of
		2	Agricultural. This is the existing land use
3	Applicant: Cary Godwin, Owner	3	map. This is the overall aerial showing the
_	Address: 4631 Highway 164	4	subject parcel outlined. This is our public
4	From: VAG-1, Villages Agriculture District,	08:48AM <b>5</b>	hearing sign posted on the site.
5	Gross Density (five dwelling units per 100 acres on one-acre parcels)	6	This is looking south at the subject
	To: VR-2, Villages Rural Residential District,	7	property. This is another view of the subject
6	Gross Density (one dwelling unit	8	property. This is the west side of the
_	per 0.75 acre)	9	subject property. This is looking west from
7		08:48AM 10	the subject property along Highway 164. This
8	MR. BRISKE: We'll move directly into our	11	is looking across the street to a nearby road
9	next case. I see we have a lot of folks here	12	across the street. This is Rigby Road.
08:46AM 10	that want to get on the record today so we	13	Looking across Highway 164 from the subject
11	want to keep moving. Once again on this case	14	property. This is looking east on the
12	this is Case Z-2015-04, Cary Godwin, Owner,	08:49AM 15	property along 164. This is the other side,
13 14	4631 Highway 164, 17.32 acres. This VAG-1	16	the east side of the subject property. This
08:46AM 15	Village Agriculture District, to VR-2, Villages Rural Residential District.	17	is our 500-foot radius map that we get from
16	Once again, members of the Planning Board	18	the property appraiser and this is our mailing
17	on this case, has there been any ex parte	19	list, and that concludes our pictures and
18	communication between you, the applicant,	08:49AM 20	
19	agent, attorneys, witnesses or Planning Board	08:49AM 20 21	MD_PRISKE, Poard members any questions
08:46AM 20 21	members? Also please disclose if you have	21	MR. BRISKE: Board members, any questions
22	visited the subject property and disclose if you are a relative of any of the parties.		on the maps or photography? Thank you.
23	Ms. Oram.	23	Mr. Godwin, would you come forward,
24	MS. ORAM: No, I have not.	24	please? Good morning, sir. We'll ask you to
08:47AM <b>25</b>	MS. HIGHTOWER: No to all.	08:49AM <b>25</b>	be sworn in and then state your name and
	850.434.5954/800.321.5954 - REPORTERS@TAYLORREPORTINGSERVICES.COM		850.434.5954/800.321.5954 - REPORTERS@TAYLORREPORTINGSERVICES.COM
	18		20
1	MR. PYLE: No to all, as well.	1	address, please.
2	MR. PYLE: No to all, as well. MR. LOWERY: No to all.	2	address, please.  (Cary Godwin sworn.)
_	MR. PYLE: No to all, as well. MR. LOWERY: No to all. MR. BRISKE: The Chairman. No to all.	2	address, please.  (Cary Godwin sworn.)  MR. BRISKE: Good morning, sir.
2	MR. PYLE: No to all, as well. MR. LOWERY: No to all. MR. BRISKE: The Chairman. No to all. MR. TATE: No to all.	2	address, please.  (Cary Godwin sworn.)  MR. BRISKE: Good morning, sir.  MR. GODWIN: Good morning.
2 3 4 08:47AM 5	MR. PYLE: No to all, as well. MR. LOWERY: No to all. MR. BRISKE: The Chairman. No to all.	2 3 4 08:49AM 5	address, please.  (Cary Godwin sworn.)  MR. BRISKE: Good morning, sir.  MR. GODWIN: Good morning.  MR. BRISKE: Have you received a copy of
2 3 4	MR. PYLE: No to all, as well. MR. LOWERY: No to all. MR. BRISKE: The Chairman. No to all. MR. TATE: No to all. MR. CORDES: No to all. MR. WINGATE: No to all.	2 3 4	address, please.  (Cary Godwin sworn.)  MR. BRISKE: Good morning, sir.  MR. GODWIN: Good morning.
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	21		23
1	and purpose, the purpose that I have with it	1	like to sell that so that I can distribute the
2	is to maintain the agricultural use of the	2	funds to other members in the family.
3	land and the house and the lot to be split off	3	MR. BRISKE: All right. Did you have any
4	and sold. So that's my intent, is to remain	4	witnesses to bring forward today, anyone to
08:51AM <b>5</b>	an agricultural use.	08:55AM <b>5</b>	testify on your behalf?
6	MR. BRISKE: Let me give you a little	6	MR. GODWIN: No. I don't live here
7	guidance to help you along through this	7	anymore. I was raised here and that's it.
8	because I know it's not an easy process. We	8	MR. BRISKE: Well, what we'll do is we'll
9	really consider the six criterion.	9	give the staff a chance to go through all of
08:51AM <b>10</b>	Allyson, can you bring those up on the	08:56AM 10	the criterion and advise the Board of their
11	board? These criterion that we have on the	11	Findings-of-Fact. And then we'll give you an
12	board are the items that we really have to	12	opportunity to come back, as well, and add
13	look at, and in some cases the staff's	13	anything that you would like for the Board to
14	findings may agree with you and in other cases	14	hear, if that's all right with you.
08:52AM 15	they don't and, of course, it's your burden to	08:56AM <b>15</b>	MR. GODWIN: Thank you.
16	prove to us that your case is solid. So if	16	MR. BRISKE: Allyson, we'll go ahead and
17	you want to maybe go through those, that would	17	have the staff's presentation.
18	help you get your comments on the record so we	18	(Presentation by Allyson Cain, previously
19	can consider it.	19	sworn.)
08:52AM <b>20</b>	MR. GODWIN: Okay. Consistent with the	08:56AM <b>20</b>	MS. CAIN: For Criterion (1), Consistent
21	Comprehensive Plan. It's not consistent	21	with the Comprehensive Plan. We found that it
22	verbatim, but it's consistent with the intent	22	was not consistent with the intent and purpose
23	of the plan.	23	of the Agricultural Future Land Use. Although
24	MR. TATE: Let me add to that, too. As	24	it does not imply a minimum lot size, the
08:52AM <b>25</b>	you go through that, staff has provided us	25	rezoning to a one-and-a-half acre parcel of
	850.434.5954/800.321.5954 - REPORTERS@TAYLORREPORTINGSERVICES.COM		850.434.5954/800.321.5954 - REPORTERS@TAYLORREPORTINGSERVICES.COM
	22		24
1	with their findings, and you may choose to	1	land it is loss than the minimum acroade
_	with their findings, and you may thoose to	_	land, it is less than the minimum acreage
2	accept staff's findings on some of these	2	required by the Future Land Use.
			required by the Future Land Use. Criterion (2), Consistent with the Land
2	accept staff's findings on some of these criterion, as well, or indicate to us that you agree with their findings.	2	required by the Future Land Use.
2	accept staff's findings on some of these criterion, as well, or indicate to us that you agree with their findings.  MR. GODWIN: Well, I agree, like I say,	2	required by the Future Land Use.  Criterion (2), Consistent with the Land  Development Code. The proposed amendment is consistent with the intent and purpose of the
2 3 4	accept staff's findings on some of these criterion, as well, or indicate to us that you agree with their findings.  MR. GODWIN: Well, I agree, like I say, that the finding for VR-2 is not consistent,	2	required by the Future Land Use.  Criterion (2), Consistent with the Land  Development Code. The proposed amendment is
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	ESCAMBIA COUNTY PLANNING BUARD R	EZUNING	HEARINGS - MARCH 3, 2015
	25		27
1	smaller parcels with single-family residential	1	even tried to provide guidance for the
2	homes on them and I think they are associated	2	gentleman to go back in and try to put
3	with the agricultural uses.	3	everything back together again as a whole.
4	Criterion (4), Changed Conditions. We	4	When it came back to us, it was not done
08:58AM <b>5</b>	didn't find any changed conditions other than	09:00AM <b>5</b>	accordingly.
6	actually, historically, the parcel was a	6	So we tried every way possible to try to
7	17-acre parcel. There was a five-acre parcel	7	provide guidance, but it's still split out.
8	that was originally split from this parcel and	8	He still made the acre. So maybe there was
9	then sometime it was actually incorporated	9	a maybe he wasn't quite understanding, but
08:58AM <b>10</b>	back into the parent parcel.	09:01AM <b>10</b>	Allyson and myself and some other members of
11	It was our intent to try to have him go	11	the staff, we tried our level best, but we can
12	back to the original historical five acres,	12	only go so far as far as actually doing the
13	but the request was made otherwise.	13	work and going to Chris Jones with him.
14	Criterion (5), Effect on the Natural	14	MS. CAIN: I think it's difficult when you
08:58AM 15	Environment. We didn't find any wetlands or	09:01AM 15	are trying to sell something and, you know,
16	any hydric soils on site.	16	like the applicant stated, you have someone
17	Criterion (6), Development Pattern. It	17	who wants to buy it, but they don't want to
18	would result in a logical and orderly pattern	18	buy the 15 acres, they don't want to buy five
19	because the area does consist of large	19	acres. They just want to buy a one-and-a-half
08:59AM <b>20</b>	agricultural parcels with also smaller	09:01AM <b>20</b>	acre parcel.
21	associated parcels that are residential. The	21	Since the house was already existing on
22	request to a smaller parcel would maintain the	22	the site he tried to divide it as evenly as he
23	integrity of the larger portion of land that	23	could to keep the majority of the
24	is currently being used for agriculture.	24	agricultural, like I said, which is already
25	And I think the impression of the	09:01AM <b>25</b>	being farmed, without disturbing this piece
	850.434.5954/800.321.5954 - REPORTERS@TAYLORREPORTINGSERVICES.COM		850.434.5954/800.321.5954 - REPORTERS@TAYLORREPORTINGSERVICES.COM
	26		28
1	applicant is he doesn't want to get rid of the	1	and still be consistent with some of the
2	majority of that agricultural use that's still	2	surrounding parcels that already have smaller
3	now being leased and used for agriculture and	3	lots that have homes on them that are actually
4	still be in compliance.	4	associated with larger agricultural pieces.
5	So the request to rezone the smaller	09:01AM <b>5</b>	MR. BRISKE: So if I'm following you
6	portion of this parcel will maintain the	6	correctly, by taking a step back and, I guess,
7	integrity of the portion of the land that is	7	correcting the change that was made previously
8	currently being used for agriculture, while	8	would help this application; is that what
9	keeping the single-family portion in the	9	you're saying?
10	smaller section to maintain the affordable lot	09:02AM 10	MR. JONES: If he did split the lot and he
11	size for the current use of single-family.	11	got the lot recorded. Again we tried to tell
12	That concludes the staff's findings.	12	him to go back and try to put it back
13	MR. BRISKE: Allyson, you mentioned is	13	together, redeed and go back to Chris Jones
14	there an alternative to help this gentleman	14	and try to put that acre back together and he
08:59AM <b>15</b>	accomplish what he's trying to do other than	09:02AM <b>15</b>	wouldn't have to go through the rezoning
16	go through this request? Or Horace, one of	16	process. But evidently when he went and got
17	you.	17	his survey, it still came back the same way to
18	MS. CAIN: No.	18	us.
19	MR. BRISKE: Horace, state your name and	19	The only option available was to try to go
09:00АМ 20	position, please.	09:02AM <b>20</b>	through the rezoning process because he wanted
21	MR. JONES: Horace Jones, Director,	21	to sell it and it's not conforming to the
22	Planning and Zoning Department.	22	zoning requirements. So therefore, the only
23	Mr. Briske, we tried every way possible.	23	way to make it conforming is to try to have
24	We know that rezoning is a very very expensive	24	the property rezoned.
09:00AM <b>25</b>	cumbersome process, so we tried every way. We 850.434.5954/800.321.5954 - REPORTERS@TAYLORREPORTINGSERVICES.COM	09:02АМ 25	MR. BRISKE: So prior to that history was 850.434.5954/800.321.5954 - REPORTERS@TAYLORREPORTINGSERVICES.COM

	ESCAMBIA COUNTY PLANNING BUARD R		
	29		31
1	it a family conveyance that allowed for it or	1	that would be the balance of it, like I
2	was it just before the regulation went into	2	say, would remain agricultural. That's what I
3	place?	3	would prefer it remain.
4	MR. JONES: No, it wasn't a family	4	MR. BRISKE: All right. We do have
09:03АМ 5	conveyance.	09:05AM <b>5</b>	someone signed up to speak on the case. For
6	MR. TATE: A family conveyance would be	6	members of the public who have signed up to
7	the one thing that would allow it.	7	speak on this case, please note the Planning
8	MR. JONES: Yes.	8	Board bases our decisions on the criteria and
9	MS. CAIN: It was just a five-acre parcel	9	exceptions on the board and described in
09:03AM 10	historically that was actually cut out of	09:05AM 10	Section 2.08.02.D of the Escambia County Land
11	this, which was in compliance with the	11	Development Code.
12	five-acre minimum.	12	During our deliberations the Planning
13	MR. BRISKE: Okay.	13	Board does not consider general statements of
14	MR. TATE: It's your bottom line, though,	14	support or opposition. Accordingly, please
09:03AM 15	it makes sense.	09:05AM 15	limit your testimony to the criteria and
16	MS. CAIN: As staff we looked at it and we	16	exceptions described on the board and in
17	agree when you look at the aerial photo, there	17	Section 2.08.02.D.
18	are smaller lots with residential, and it	18	Please also note that only those
19	makes sense in that area, just that	19	individuals who are present and give testimony
09:03AM <b>20</b>	single-family home.	09:06AM <b>20</b>	on the record here at the Planning Board will
21	MR. JONES: As Allyson stated, because of	21	be allowed to speak at the County Commission
22	the farming uses, the agricultural type uses	22	meeting.
23	and with that zoning, it does allows for at	23	Mr. Sam Walker. Good morning, sir.
24	least one acre. It's a farm-type community.	24	Please be sworn in and state your name and
09:03AM 25	They want your homes to be at least an acre.	09:06AM 25	address for the record.
09.03AM <b>23</b>	850.434.5954/800.321.5954 - REPORTERS@TAYLORREPORTINGSERVICES.COM	09.00AM <b>23</b>	850.434.5954/800.321.5954 - REPORTERS@TAYLORREPORTINGSERVICES.COM
	550.15 11535 (765015211535) 1121 511 2116@111125114121 5111211602111121516011		0001 15 11575 1/ 000102211575 1 1121 0111 2110@ 1/ 1120 1111 1110 1111 1110 1111 1110 1111 1110 1111 1110 1111
	30		32
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1 2	That's what the rest of the zoning categories	1 2	(Sam Walker sworn.)
1 2 3	That's what the rest of the zoning categories allow for. So it is an acre in size.	2	(Sam Walker sworn.) MR. WALKER: I'm Sam Walker, 3241 Lambert
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	ESCAMBIA COUNTY PLANNING BOARD R	EZUNING	HEARINGS - HARCH 3, 2013
	33		35
1	on this case?	1	MR. TATE: Mr. Chairman, I move to accept
2	Okay. Hearing none, I will hereby close	2	and recommend approval of the rezoning from
3	the public comment portion of the meeting and	3	the VAG-1 to VR-2.
4	give Mr. Godwin the last chance to give a	4	MR. BRISKE: We will need to address the
09:07AM <b>5</b>	final closing statement before the Board	09:10AM <b>5</b>	two criterion in which the Findings-of-Fact
6	starts consideration. Is there anything else	6	are not in agreement. We have Criterion (1)
7	you wish to add, sir?	7	and (3).
8	MR. GODWIN: I would just like to say that	8	MR. TATE: Well, in regard to Criterion
9	I appreciate the Board considering it and I	9	(1), I agree that it's consistent with the
09:08AM 10	would like to sell, like I say, sell the house	09:10AM <b>10</b>	intent. It does provide housing in an
11	so I can distribute the funds to other members	11	agricultural community, which our code does go
12	of the family. They would like it, too.	12	into detail about the different areas and to
13	MR. BRISKE: I bet they would. Thank you,	13	maintain housing within those communities and
14	sir.	14	I believe that is consistent with the intent
09:08AM 15	Board members.	09:10AM 15	of the Comprehensive Plan.
16	MR. TATE: Mr. Chairman, I would like to	16	What was the other one?
17	state that I think staff they don't like to go	17	MR. BRISKE: Number (3).
18	to the level of this just makes sense. I know	18	MR. TATE: And as stated by staff
19	that from experience, but I'm glad that they	19	indicating that there were other small lot
09:08AM <b>20</b>	can view that this way and I agree with their	09:10AM <b>20</b>	houses, residential houses, within the area, I
21	interpretation.	21	believe it's consistent with the surrounding
22	MR. JONES: Are you trying to say we're	22	uses.
23	making sense today?	23	MR. BRISKE: Okay. So in your motion
24	MR. TATE: I'm not going there. We still	24	you're amending to have alternate findings for
09:09AM <b>25</b>	have more meeting.	09:11AM <b>25</b>	Criterion (1) and (3)?
	850.434.5954/800.321.5954 - REPORTERS@TAYLORREPORTINGSERVICES.COM		850.434.5954/800.321.5954 - REPORTERS@TAYLORREPORTINGSERVICES.COM
	34		36
1	MR. BRISKE: I do want to just make sure	1	MR. TATE: Criterion (1) and (3), and
2	the record is clarified. Was the	2	accepting staff's Findings-of-Fact on (2),
3	advertisement 17.32 acres or was it for the	3	(4), (5) and (6).
4	parcel that is actually being requested?	4	MR. BRISKE: Thank you, sir. We have a
09:09AM <b>5</b>	MR. TATE: Do you have a picture of it?	09:11AM 5	motion. Do we have a second?
6	MS. CAIN: The acreage is not on the	6	MR. PYLE: Discussion. Can we specify the
7	public notice.	7	one point acreage? Can you specify that in
8	MS. MALLORY: It's not on the public	8	the motion?
9	notice that went out.	9	MR. TATE: That's fine. I didn't struggle
09:09AM 10	MR. BRISKE: The mail out that went out,	09:11AM 10	with that. I understood it from the
11	did it?	11	beginning, but making sure that staff
12	MS. CAIN: No.	12	clarifies in the package that this is a
13	MR. BRISKE: It just talks about a	13	rezoning of one-and-a-half acres.
14	rezoning and doesn't have the acres on it.	14	MR. JONES: Yes.
09:09AM 15	MS. CAIN: We will fix this for the	09:11AM 15	MR. BRISKE: Second?
16	record.	16	MR. LOWERY: Second.
17	MR. BRISKE: All right. The pleasure of	17	MR. BRISKE: We have a second. Further
18	the Board.	18	discussion? All those in favor, say aye.
19	MS. HIGHTOWER: On the rezoning	19	(Board members vote.)
09:09АМ 20	application form is where the 17.32 is on the	09:11AM <b>20</b>	MR. BRISKE: Opposed?
21	size of the property. I don't know if that's	21	(None.)
22	where the confusion came from.	22	MR. BRISKE: The motion carries
23	MR. JONES: Thank you. We'll rectify	23	unanimously.
24	that.	24	(The motion passed unanimously.)
	C. 10.01		
09:10AM 25	(Motion by Mr. Tate.)	09:11AM <b>25</b>	MR. BRISKE: All right, Mr. Godwin, you

can move forward. The Board of County 1 Commissioners will have the final approval. 2 This is a recommended order to them and then 3 they give the final decision, so you will go through that meeting and then after that. All 5 09:12AM right? Good luck to you, sir. Thank you. 6 7 Is there any other business for the rezoning hearing? Hearing none, we will 8 hereby call the meeting to a close and we will 9 move directly into our regular Planning Board 09:12AM 10 meeting. 11 12 (The rezoning proceedings concluded at 9:12 a.m.) 13

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CERTIFICATE OF REPORTER

STATE OF FLORIDA COUNTY OF ESCAMBIA

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I, LINDA V. CROWE, Court Reporter and Notary Public at Large in and for the State of Florida, hereby certify that the foregoing Pages 2 through 37 both inclusive, comprise a full, true, and correct transcript of the proceeding taken on Tuesday, March 3, 2015; that said proceeding was taken by me stenographically, and transcribed by me as it now appears; that I am not a relative or employee or attorney or counsel of the parties, or relative or employee of such attorney or counsel, nor am I interested in this proceeding or its outcome.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on 13th day of March 2015.

> LINDA V. CROWE, COURT REPORTER Notary Public - State of Florida My Commission No.: EE 860695 My Commission Expires: 02-05-2017

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**Planning Board-Rezoning** 

5. B.

**Meeting Date:** 03/03/2015 **CASE:** Z-2015-04

**APPLICANT:** Cary Godwin, Owner

ADDRESS: 4631 Highway 164

PROPERTY REF. NO.: 33-5N-32-2102-000-000

FUTURE LAND USE: AG, Agriculture

**DISTRICT:** 5 **OVERLAY DISTRICT:** N/A

**BCC MEETING DATE:** 04/09/2015

**SUBMISSION DATA:** 

**REQUESTED REZONING:** 

FROM: VAG-1, Villages Agriculture District, (five dwellings units per 100 acres on one-acre parcels)

TO: VR-2, Villages Rural Residential Districts, (one unit per .75 acre)

#### **RELEVANT AUTHORITY:**

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

#### **CRITERION (1)**

#### **Consistent with the Comprehensive Plan.**

Whether the proposed amendment is consistent with the Comprehensive Plan.

#### Comprehensive Plan Policy (CPP) FLU 1.3.1 Future Land Use Categories.

The Agriculture (AG) Future Land Use (FLU) category is intended for routine agricultural and silvicultural related activities and very low density residential uses. Also allows for commercial activity limited to those endeavors ancillary to agricultural and silvicultural pursuits or in support of agricultural activities such as seed, feed and food outlets, farm equipment and repair and veterinary services. Range of allowable uses include: Agriculture, Silviculture, Residential,

Recreational, Public and Civic, Limited Ancillary or Supportive Commercial. The maximum residential density is one dwelling unit per twenty acres.

#### **FINDINGS**

The proposed amendment to VR-2 **is not** consistent with the intent and purpose of Future Land Use category AG, Agriculture as stated in CPP FLU 1.3.1. Although this does not imply a minimum lot size, the proposed request to rezone a one and a half acre parcel within the future land use category is less than the minimum acreage required by the FLU. From a rational perspective staff agrees that the proposed lot size does not conflict with the intent and purpose of the AG future land use category which allows for large lot development.

#### **CRITERION (2)**

#### **Consistent with The Land Development Code.**

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

#### LDC 6.05.23. VR Villages Rural Residential Districts.

A. Intent and purpose of districts. Single-family residential district characterized by rural land development patterns. Rural community nonresidential uses are allowed. Home occupations are considered permitted uses. Mobile homes are allowed as single-family dwellings. Mobile home subdivisions are allowed. Mobile home parks are allowed as conditional uses. Parcels designated as VR are generally not assessed as agriculturally productive parcels. VR-1 densities reflect large lot rural land development patterns, while VR-2 densities reflect the need for more affordable lot sizes for single-family and mobile home development.

#### **FINDINGS**

The proposed amendment **is consistent** with the intent and purpose of the Land Development Code. The request to VR-2 is still in character for the VR districts with rural land development patterns and the lot size fits the intent of the surrounding VAG zoning in order to protect the areas of prime farmland. Creating a smaller, more affordable lot size protects viable farm production activities currently ongoing on the adjoining parcel. A single-family dwelling currently exists on the subject parcel.

#### **CRITERION (3)**

#### Compatible with surrounding uses.

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

#### **FINDINGS**

The proposed amendment is not compatible with surrounding existing uses in the area.

Within the 500' radius impact area, staff observed properties with zoning district VAG- 1. The majority of the surrounding parcels are large lots used for agriculture. There are a number of smaller residential parcels within the area.

#### **CRITERION (4)**

#### **Changed conditions**.

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

#### **FINDINGS**

Historically, the subject parcel was a five acre portion that was split from the parent parcel, and later incorporated back into the overall parent parcel. Therefore, the request would not impact the amendment or property.

#### **CRITERION (5)**

#### Effect on natural environment.

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

#### **FINDINGS**

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

#### **CRITERION (6)**

#### **Development patterns.**

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

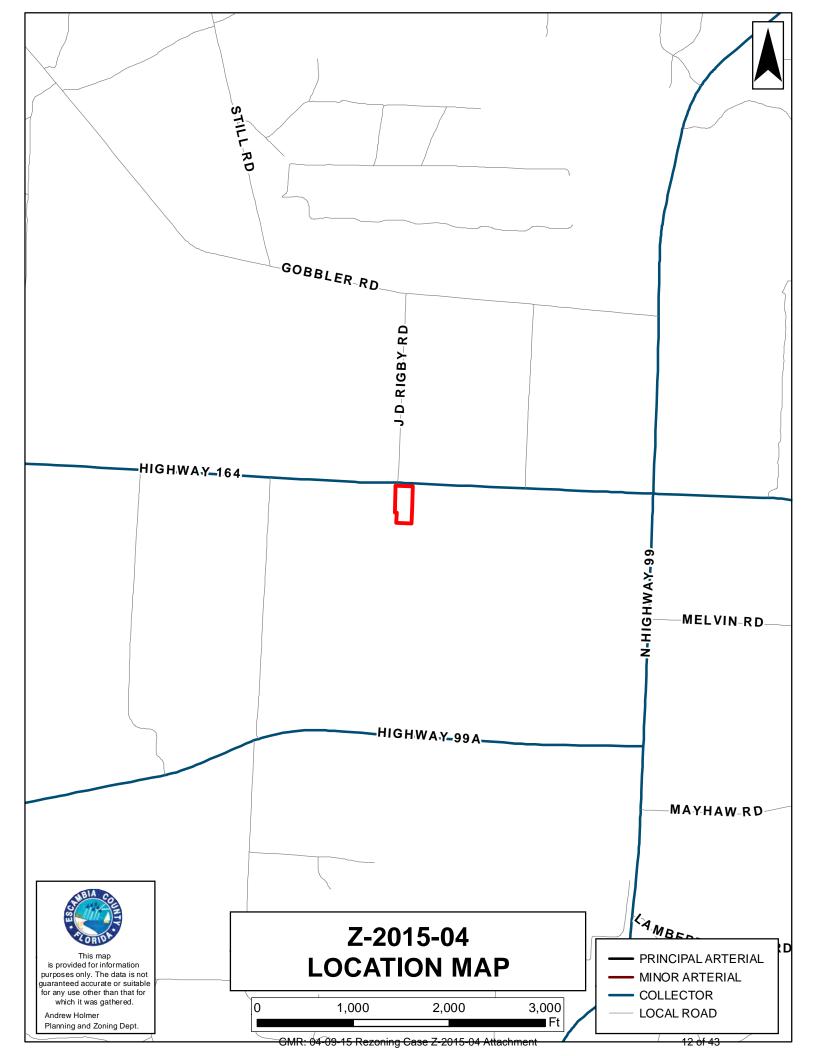
#### **FINDINGS**

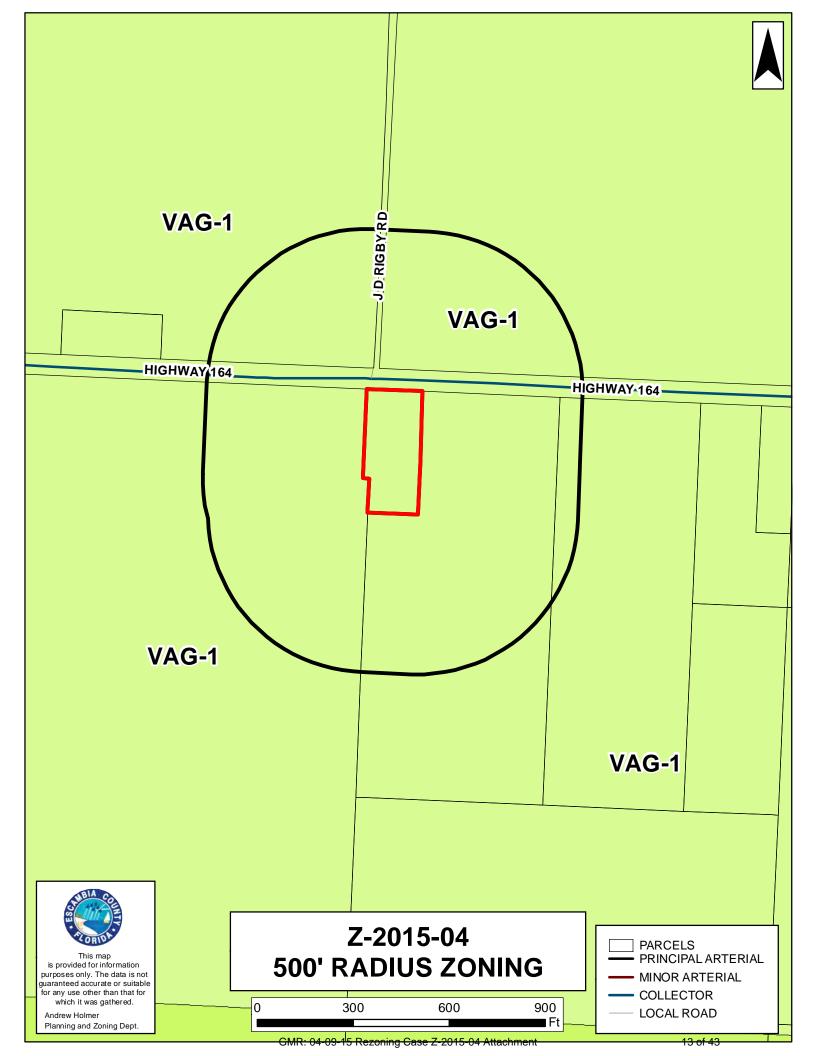
The proposed amendment **would result** in a logical and orderly development pattern because the area consists of large agricultural parcels with smaller associated residential acres. The request to rezone the smaller portion of this

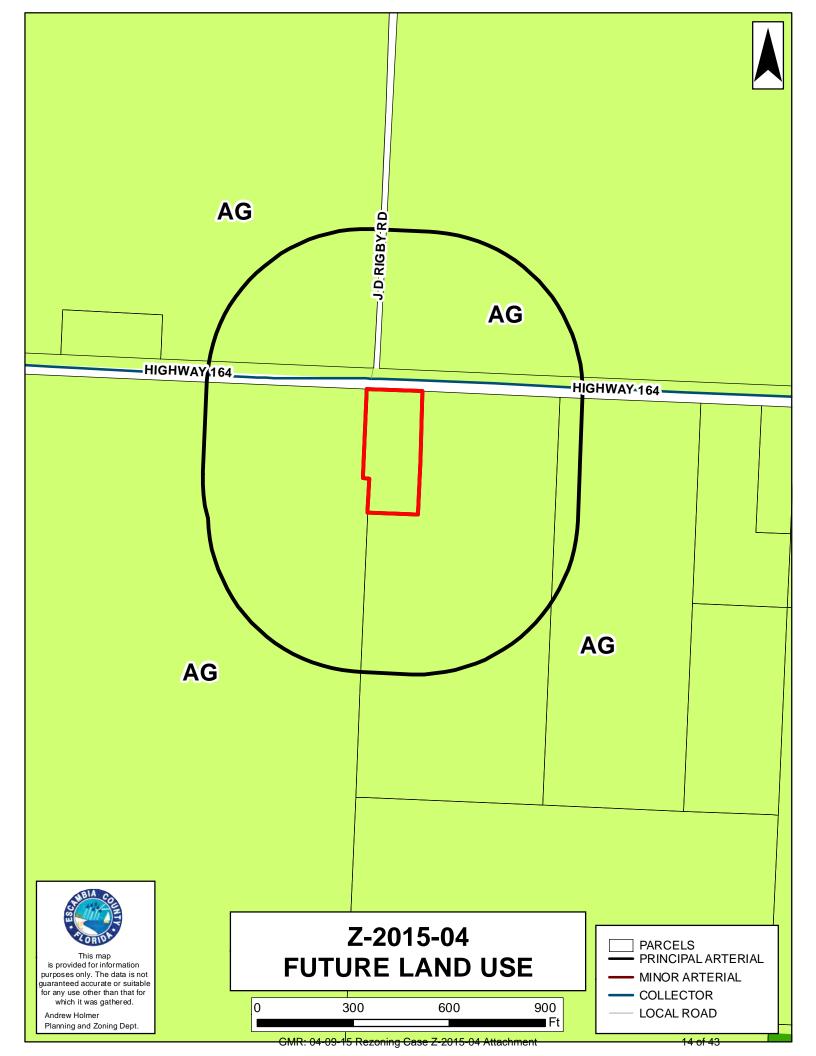
parcel will maintain the integrity of the portion of the land that is currently being used for agriculture, while keeping the single-family portion in the smaller section to maintain the affordable lot size for the current use of single-family.

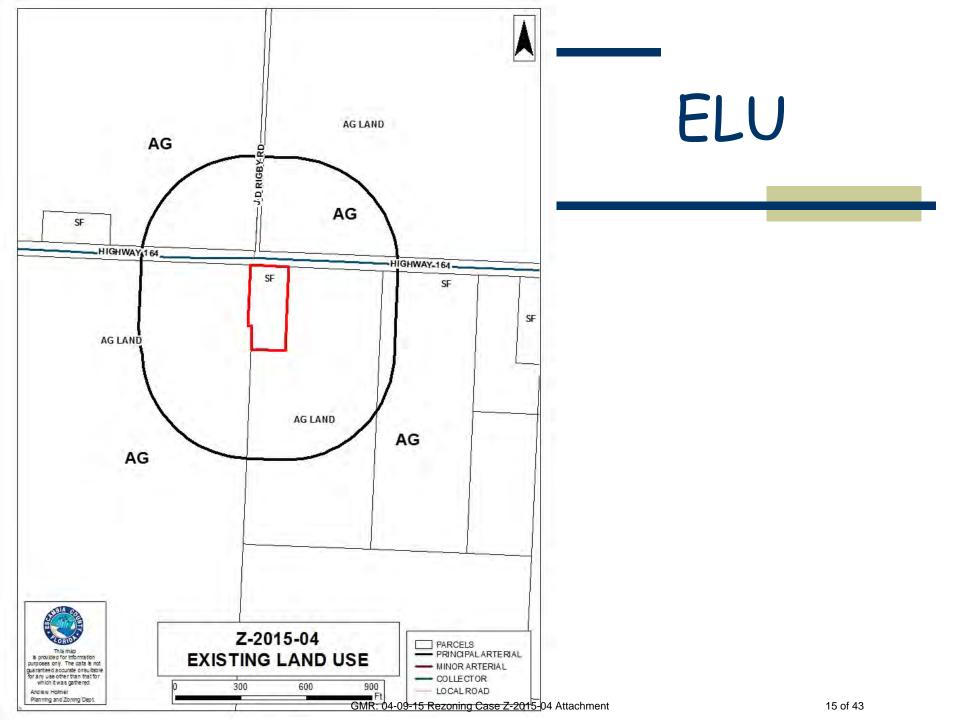
#### **Attachments**

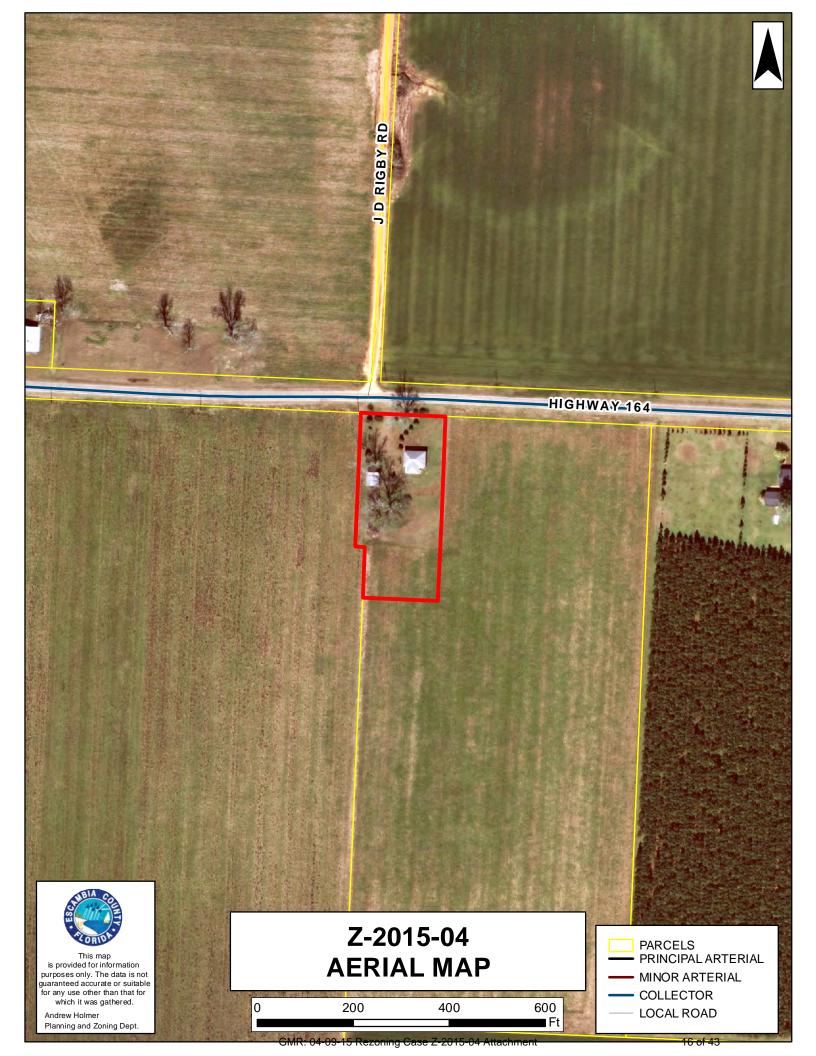
Z-2015-04





























### PLANNING BOARD REZONING PRE-APPLICATION SUMMARY FORM

33-52-32-2102-060	0		
33 - 55 - 32 - 2(02 - 666) Property Reference Number	0 - 6/0 Car.	y Godwin	<u> </u>
4631 Hwy 164		-509-174	
4700 BIK Hung 164 Address	Øwner	∏Agent	Referral Form Included? Y / N
MAPS PREPARED .	PROPERTY INFO	DRMATION	17.2
☐ Zoning	Current Zoning: VAC-1	Size o	f Property: +/-
☐ FLU	Future Land Use: A 6-	Comm	nissioner District: 5
☐ Aerial	Overlay/AIPD: NA	Subdivision:_	
☐ Other:	Redevelopment Area*: /		
	*For more info please contact th	e CRA at 595-3217 p	orior to application submittal.
Shore (13) then leave remaining for agriculture uses a parcel frontage t		patibility analys  percel w  n with the  VM-1  a. VM-1	the small be house to does not support thave 100 ft sidwelling units
and the agriculture	l portion (		
Incorrect mynation	- needs to so to	UA (2.	Africald le sont 2 ma
☐ Applicant will contact staf ☐ Applicant decided agains ☐ Applicant was referred to ☐ BOA ☐ DRC	for next appointment trezoning property another process  Other: Process Name	reducides to n	eyone.
Staff present: Ally Son			Date: 3/21/2013
Applicant/Agent Name & Sig	nature: Can V. J	-	

No comment made by any persons associated with the County during any pre-application conference or discussion shall be considered either as approval or rejection of the proposed development, development plans, and/or outcome of any process.

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



# Development Services Department Escambia County, Florida

APP	ICA	TION

Can	APPLICATION	100
Please check application type:	☐ Conditional Use Request for:	- 10
	☐ Variance Request for:	110-7
☐ Administrative Appeal	☐ Variance Request for	to: VR=-2
☐ Development Order Extension	to of Eccambia County, FL	
ne & address of current owner(s) as shown	vn on public records of Escambia County, FL  Phone:  Email: € √ € ₹	850 -762-3387
vner(s) Name: Cary Gad	Email: EV 4 V	Luia @ liver com
dress: 4631 Hwy 16	the applicant and complete the A	ffidavit of Owner and
Chock here if the property owner(s) is author	rizing an agent de are	
nited Power of Attorney form attaches	2.0	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
operty Address:	Hwy 164 on: 33-5N-32-2102-000	)-000
roperty Reference Number(s)/Legal Descripti	on: 33 370 g	14 8 0
		₹3. 115
y my signature, I hereby certify that:		is of my own choosing
( ) authoriz	ed agent to make such application, this application i	S of thy own choosing,
and staff has explained all procedures	المراقات المراقات المراقات المراقات المراقات المراقات المراقات المراقات المراقات المراقات المراقات المراقات المراقات المراقات المراقات المراقات المراقات المراقات المراقات المراقات المراقات المراقات المراقات المراقات المراقات المراقات المراقات المراقات المراقات المراقات المراقات المراقات المراقات المراقات المراقات المراقات المراقات المراقات المراقات المراقات المراقات المراقات المراقات المراقات المراقات المراقات المراقات المراقات المراقات المراقات المراقات المراقات المراقات المراقات المراقات المراقات المراقات المراقات المراقات المراقات المراقات المراقات المراقات المراقات المراقات المراقات المراقات المراقات المراقات المراقات المراقات المراقات المراقات المراقات المراقات المراقات المراقات المراقات المراقات المراقات المراقات المراقات المراقات المراقات المراقات المراقات المراقات المراقات المراقات المراقات المراقات المراقات المراقات المراقات المراقات المراقات المراقات المراقات المراقات المراقات المراقات المراقات المراقات المراقات المراقات المراقات المراقات المراقات المراقات المراقات المراقات المراقات المراقات المراقات المراقات المراقات المراقات المراقات المراقات المراقات المراقات المراقات المراقات المراقات المراقات المراقات المراقات المراقات المراقات المراقات المراقات المراقات المراقات المراقات المراقات المراقات المراقات المراقات المراقات المراقات المراقات المراقات المراقات المراقات المراقات المراقات المراقات المراقات المراقات المراقات المراقات المراقات المراقات المراقات المراقات المراقات المراقات المراقات المراقات المراقات المراقات المراقات المراقات المراقات المراقات المراقات المراقات المراقات المراقات المراقات المراقات المراقات المراقات المراقات المراقات المراقات المراقات المراقات المراقات المراقات المراقات المراقات المراقات المراقات المراقات المراقات المراقات المراقات المراقات المراقات المراقات المراقات المراقات المراقات المراقات المراقات المراقات المراقات المراقات المراقات المراقات المراقات المراقات المراقات المراقات المراقات المراقات المراقات المراقات المراقات المراقات المراقات المراقات المراقات المراقات المراقات المراقات المراقات المراقات المراقات المراقات المراقات المراقات المراقات المراقات المراقات المراقات الم	+ dolihorate
All information given is accurate to the be	st of my knowledge and belief, and I understand that be grounds for denial or reversal of this application and	and/or revocation of
misrepresentation of such information	7	
any approval based upon the end guarantee	s as to the outcome of this request, and that the appl	lication fee is non-
refundable, and	The state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the s	for numaces of site
4) I authorize County staff to enter upon the	property referenced herein at any reasonable time to public notice sign(s) on the property referenced here	in at a location(s) to be
inspection and authorize placement of		
5) Lam aware that Public Hearing notices (	egal ad and/or postcards) for the request shall be pr	ovided by the
Development Services Bureau.		
Com Dolin	Printed Name Owner/Agent	2(2))S
Signature of Owner/Agent	Printed Name Owner/Agent	
Signature of Owner	Printed Name of Owner	1977
	COUNTY OF <u>Calhoun</u>	1.2°
STATE OF Florida	COUNTY OF	20 15
- Consider instrument was acknowledge	before me this 2 day of Februar	7 20 10.
by Cary Godwin	,	
Personally Known B OR Produced Identific	ation Type of Identification Produced:	MAN PARTIES
Personally Known OR Produced Identific	Variable Annal	Notary Public, State of
Mary Cl	Printed Name of Notary	Commission# FF 6
Signature of Motary (notary seal must be affixed)		My comm. expires Oct.
(notary sear must be dimest,		
FOR OFFICE USE ONLY	CASE NUMBER. 2-2015-04	2/3/2
	4 0	Date:
Meeting Date(s): 1 Pageint #:	Accepted/Verified by: A Cum	003
Fees Paid: \$ Receipt #		£ 102
	3363 West Park Place Pensacola, FL 32505 (850) 595-3475 * FAX: (850) 595-3481	3/2014

(850) 595-3475 * FAX: (850) 595-3481

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FOR OFFICE USE: CASE #: Z-2015-04

### CONCURRENCY DETERMINATION ACKNOWLEDGMENT

	CONCURRENCY DETERMINATION ACKNOWLED	
For Rezoning	Requests Only	
Property Refe	rence Number(s): 33 -5N - 32 - 2102 - 600 - 000	
Property Addr	ress: 4631 Hwy 164	
the developm application.  I/We also ack Map amendn is, or will be,	ledge and agree that no future development for which concurrency of required shall be approved for the subject parcel(s) without the issuance of a content based on the actual densities and intensities proposed in the future development does not certify, vest, or otherwise guarantee that concurrency of required available for any future development of the subject parcels.  Cacknowledge and agree that no development for which concurrency must alless at least one of the following minimum conditions of the Comprehensive set the County's concurrency management system prior to development.	ing) or Future Land Use juired facilities and services be certified shall be
facility and s	ervice of the County's solution at the time a development permit is	issued.
a. The neces	ssary facilities or services are in place at the time a development permit is ment permit is issued subject to the condition that the necessary facilities ment permit is issued subject to the condition that the necessary facilities are the new development at the time of the issuance of a serve the new development at the time of the issuance of a serve the new development at the time of the issuance of a serve the new development at the time of the issuance of a serve the new development at the time of the issuance of a serve the new development at the time and development permit is	and services will be in
b. A develop	oment permit is issued subject to the condition that the necessary facilities of a dayailable to serve the new development at the time of the issuance of a dayailable to serve the new development at the pagessary facilities are under constant.	certificate of occupancy.
- For parks	and recreation facilities and roads, the necessary radiates	
developn	nent permit is issued.	ar executed contract to the
facility co	onstruction must commence within one year of the issuance of the develo	at carcoment An
e. The nece enforcea Section 380, F.S share ag wastewa necessa issuance	essary facilities and services are guaranteed in an entorocast above sable development agreement may include, but is not limited to, development able development agreement may include, but is not limited to, development order is 163.3220, F.S., or as amended, or an agreement or development order is 5., or as amended. For transportation facilities, all in-kind improvements degreement must be completed in compliance with the requirements of Sect greement must be completed in compliance with the requirements of Sect greement must be completed in compliance with the requirements of Sect greement must be completed in place and available to serve the new development and services to be in place and available to serve the new development.	ent agreements pursuant to sued pursuant to Chapter etailed in a proportionate fair ion 5.13.00 of the LDC. For ment will guarantee the velopment at the time of the
applicat	e of a certificate of occupancy.  s, the necessary facilities needed to serve the development are included in the necessary facilities needed to serve the development are included in the necessary facilities needed to serve the development are included in the needed to serve the necessary facilities needed to serve the needed to serve the needed to serve the needed to serve the needed to serve the needed to serve the needed to serve the needed to serve the needed to serve the needed to serve the needed to serve the needed to serve the development are included in the needed to serve the development are included in the needed to serve the development are included in the needed to serve the development are included in the needed to serve the development are included in the needed to serve the development are included in the needed to serve the needed to serve the development are included in the needed to serve the needed to serve the needed to serve the needed to serve the needed to serve the needed to serve the needed to serve the needed to serve the needed to serve the needed to serve the needed to serve the needed to serve the needed to serve the needed to serve the needed to serve the needed to serve the needed to serve the needed to serve the needed to serve the needed to serve the needed to serve the needed to serve the needed to serve the needed to serve the needed to serve the needed to serve the needed to serve the needed to serve the needed to serve the needed to serve the needed to serve the needed to serve the needed to serve the needed to serve the needed to serve the needed to serve the needed to serve the needed to serve the needed to serve the needed to serve the needed to serve the needed to serve the needed to serve the needed to serve the needed to serve the needed to serve the needed to serve the needed to serve the needed to serve the needed to serve the needed to serve the needed to serve the needed to serve the needed to serve the needed to serve the needed to serve the needed to serve the n	iopinent order or p
I HEREB	Y ACKNOWLEDGE THAT I HAVE READ, UNDERSTAND AND ACE DON'THIS	YEAR OF <u>BOUS</u>
G G	any V. Salar Sary V. Godwin	2/3/15 Date
Signature of	Printed Name of Property Owner	+
	Printed Name of Property Owner	Date
Signature of	Property Owner	7

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3/2014



FOR OFFICE USE:

CASE #: Z-2015-04

## AFFIDAVIT OF OWNER AND LIMITED POWER OF ATTORNEY

As owner of the property located at	31 Hwy 164
As owner of the property located at	-5N-32-2102-000-000
lorida, property reference number(s)	for the sole purpose
	Leffen to the
Landking 2 Die	esentation to the.
# Diaming Roard and the Board of County Co	commissioners to request a rezoning on the above
referenced property.	on the above referenced property.
Board of Adjustment to request a(n)	on the above referenced property.  thisday of the year of,  f County Commissioners or the Board of Adjustment has
This Limited Power of Attorney is granted on t	hisday of
and is effective until the Board of	thisday or
, and is one this request and any a	reppeal period has expired. The owner reserves the right to time with a written, notarized notice to the Development
rendered a decision on this required at any	time with a written, notarized notice to the Development
Services Bureau.	- Company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the comp
Co (roduin	Email: Evgodwin @ live. som.
Agent Name: Cary Cary	Phone: 850 762-3387
Address: P.O. Bak 12 Althu, F	Phone: 850 - 762 - 3387
10/-99	HARDLD KEVIN GODWIN 12/29/2014
face formal	Printed Name of Property Owner
Signature of Property Owner	Date (100) Carly
L Owner	Printed Name of Property Owner
Signature of Property Owner	O 2 60s
	- Drugge (0) El Sigues : 10
STATE OF VINISHE	me this 29th day of December 2015.
STATE OF	me this 29th day of 1/2 eets 1/2 20
by HAROLD KEVIN GODWIN	Type of Identification Thomas Company Drive Live Ce
by ANPEUS POR Just Identification	Type of Identification Modulate Ville Cutter
Personally Known OR Produced Identification	(Notary Seal)
The and	Printed Name of Notary PIRES  Printed Name of Notary PIRES  PRINTED NAME OF NOTARY PIRES  PRINTED NAME OF NOTARY PIRES
Signature of Notary	VPG/WR - 2
	ARY PUBLICATION
	20000000000000000000000000000000000000
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3/2014

Harold Godwin Kevin



### Development Services Department

Escambia County, Florida	
<b>COLON</b>	APPLICATION
Please check application type:	☐ Conditional Use Request for:
	□ Variance Request for:
☐ Administrative Appeal	□ Variance Request for:
☐ Development Order Extension	Company El
me & address of current owner(s) as sho	Own on public records of Escambia County, FL  Phone: 703 753 759  A DA HAMARKET VA ZOIGE Email: HAMKEYENFO C CAMIC. CO
dress: 13461 PIEDMONT VIST	A DR HAWKET VA ZOIGE Email: HAWKEYENFO C CMAIL. Of Phone: 102 June 102 June 102 June 102 June 102 June 102 June 102 June 102 June 102 June 102 June 102 June 102 June 102 June 102 June 102 June 102 June 102 June 102 June 102 June 102 June 102 June 102 June 102 June 102 June 102 June 102 June 102 June 102 June 102 June 102 June 102 June 102 June 102 June 102 June 102 June 102 June 102 June 102 June 102 June 102 June 102 June 102 June 102 June 102 June 102 June 102 June 102 June 102 June 102 June 102 June 102 June 102 June 102 June 102 June 102 June 102 June 102 June 102 June 102 June 102 June 102 June 102 June 102 June 102 June 102 June 102 June 102 June 102 June 102 June 102 June 102 June 102 June 102 June 102 June 102 June 102 June 102 June 102 June 102 June 102 June 102 June 102 June 102 June 102 June 102 June 102 June 102 June 102 June 102 June 102 June 102 June 102 June 102 June 102 June 102 June 102 June 102 June 102 June 102 June 102 June 102 June 102 June 102 June 102 June 102 June 102 June 102 June 102 June 102 June 102 June 102 June 102 June 102 June 102 June 102 June 102 June 102 June 102 June 102 June 102 June 102 June 102 June 102 June 102 June 102 June 102 June 102 June 102 June 102 June 102 June 102 June 102 June 102 June 102 June 102 June 102 June 102 June 102 June 102 June 102 June 102 June 102 June 102 June 102 June 102 June 102 June 102 June 102 June 102 June 102 June 102 June 102 June 102 June 102 June 102 June 102 June 102 June 102 June 102 June 102 June 102 June 102 June 102 June 102 June 102 June 102 June 102 June 102 June 102 June 102 June 102 June 102 June 102 June 102 June 102 June 102 June 102 June 102 June 102 June 102 June 102 June 102 June 102 June 102 June 102 June 102 June 102 June 102 June 102 June 102 June 102 June 102 June 102 June 102 June 102 June 102 June 102 June 102 June 102 June 102 June 102 June 102 June 102 June 102 June 102 June 102 June 102 June 102 June 102 June 102 June 102 June 102 June 102 June 102 June 102 June 102 June 102 June 102 June 102 June 102 June 102 June
Check here if the property owner(s) is authoritied. Power of Attorney form attached herei	in.
Miled Power of Miles May	in.  164  tion: 33 5N - 32 - 2102 - 000 -000
operty Address:	tion: 33 5N-32-2102-000-000
operty Reference Number(s)/Legal Descript	tion.
y my signature, I hereby certify that:	this population is of my own choosing,
10.2	ized agent to make such application, this application is of my own choosing, elating to this request; and
I am duly qualified as owner(s) or annou- and staff has explained all procedures re	elating to this request, and
All information given is accurate to the b	pelating to this request, and belief, and I understand that deliberate pest of my knowledge and belief, and I understand that deliberate will be grounds for denial or reversal of this application and/or revocation of an and a second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second
misrepresentation of such information w	ill be grounds for definer or the same and
any approval based upon this application	es as to the outcome of this request, and that the application fee is non-
I understand that there are no guarantee	the time for purposes of site
refundable, and	ne property referenced herein at any reasonable time for purposes of site a public notice sign(s) on the property referenced herein at a location(s) to be
5) I am aware that Public Hearing notices	(legal ad and/or postcards) for the request shall be provided by the
Development Services Bureau.	HAROLD KEVIN GODWIN 12/29/2
Shell Int	Printed Name Owner/Agent
Signature of Owner/Agent	Printed Name Ownerings
	Date
Signature of Owner	Printed Name of Owner
Signature of Owner	Do William
	COUNTY OF MICHAIN
V. J. 5 1126	COUNTY OF frence billiam
V. J. 5 1126	
STATE OF Variation instrument was acknowledge	ged before me this 29th day of December 20 9.
The foregoing instrument was acknowledge by HAROLD KEVIN GODE	ged before me this 29 Mills of Me camber 20 9
The foregoing instrument was acknowledge by HAROLD KEVIN GODE	ged before me this
STATE OF Variation of the foregoing instrument was acknowledge	ged before me this 29 Mills of Me camber 20 9
The foregoing instrument was acknowledged by HAROLD KEUIN GOOD Personally Known OR Produced Identify	ged before me this
The foregoing instrument was acknowledge by HAROLD KEVIN GOOD	ged before me this
The foregoing instrument was acknowledge by HAROLD KEUIN GOOD Personally Known OR Produced Identify	ged before me this
The foregoing instrument was acknowledged by HAROLD KEULD CODE Personally Known OR Produced Identify  Signature of Notary (notary seal must be affixed)	ged before me this
The foregoing instrument was acknowledge by HAROLD KEUIN GOOD Personally Known OR Produced Identify	ged before me this

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

3/2014

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NHa



FOR OFFICE USE:	
CASE #: 2-2015-01	(
CASL #-	1, 3,

## AFFIDAVIT OF OWNER AND LIMITED POWER OF ATTORNEY

	1110.	11 164		
As owner of the property located at	4631	1709 101	000-000	)
Florida property reference number(s)	50 0,1	- Ja-2100	f	or the sole purpose
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1 lein a	a presenta	AUDIT TO THE.	t a rezonina	on the above
Wi Planning Board and the Board of Cou	inty Commi	SSIDILETS to reduce	a rezorming	<del>7</del> /4 20, 20 - 10 - 10 - 10 - 10 - 10 - 10 - 10 -
referenced property.			on the abov	re referenced property.
referenced property.  [] Board of Adjustment to request a(n) _				the year of.
This Limited Power of Attorney is granted and is effective until the Bo	oard of Cou	nty Commissioner	s or the Boa	ra of Aujustine in the
, and is effective until the Bo	any appea	I period has expire	ed. The own	to the Development
rendered a decision on this request and rescind this Limited Power of Attorney a	at any time v	with a written, nota	arized notice	to the Development
Services Bureau.		= -0.	- A :-	a live com
Agent Name: Cary Godwin		Email:	CVSSOS	
Agent Name: Cary Crodwin	tha FL	32431	Phone: 85	0-762-5557
Address: V. S. 194	10	HVIE 5 NI	ta_	12 23 14
Hawre & Mora	Printed	Name of Property Owner	er	Date
Signature of Property Owner		X X	×	Date
Signature of Property Owner	Printer	d Name of Property Own	er	: :J.ol.
Signature of Property China				2 F 38
1.00		COUNTY OF	CLANIC	: to
STATE OF N U		23 day of	DEC	20 <u>IU</u>
The foregoing instrument was acknowledged	before me this	sday or_		
by LAURIES, NITAL  Personally Known OR Produced Identifica	D/ T	 of Identification Produ	ced: PIL	ITARY
Personally Known OR Produced Identifica	tionLX. Type	of Identification ( )		(Notary Seal)
		JEFFREY L.	EVERY	(Notary Sear)
Signature of Notary	Prin	ted Name of Notary	net sea	JEFFREY L. EVERY
				Notary Public, State of Nevada
				Appointment No. 11-5094-1 My Appt. Expires Jul 1, 2015
			1	

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3/2014

10



# Development Services Department Escambia County, Florida

	APPLICATION	7
Please check application type:  Administrative Appeal  Development Order Extension	☐ Conditional Use Request for: ☐ Variance Request for: ☐ Variance Request from: VAG-1 to: VAG-2	C   C   C   C   C   C   C   C   C   C
ddress: 9425 Mayour	is authorizing an agent as the applicant and complete the Allidavit of Street	. com
imited Power of Attorney form attached	d herein.	7 5 k
Property Address: 4631 14	$w_{1}/64$ lescription: 33 $5N-32-2102-000-000$	<u> </u>
Property Reference Number(s)/Legal D	escription: 33-3/V-32-200	
		-37
		io.
I haraby certify tha		
By my signature, I hereby certify tha	it:	- L
1) Lam duly qualified as owner(s) or	authorized agent to make such application, this application	
I am duly qualified as owner(s) or	authorized agent to make such application, this application and the second such as the second such as the second such as the second such as the second such as the second such as the second such as the second such as the second such as the second such as the second such as the second such as the second such as the second such as the second such as the second such as the second such as the second such as the second such as the second such as the second such as the second such as the second such as the second such as the second such as the second such as the second such as the second such as the second such as the second such as the second such as the second such as the second such as the second such as the second such as the second such as the second such as the second such as the second such as the second such as the second such as the second such as the second such as the second such as the second such as the second such as the second such as the second such as the second such as the second such as the second such as the second such as the second such as the second such as the second such as the second such as the second such as the second such as the second such as the second such as the second such as the second such as the second such as the second such as the second such as the second such as the second such as the second such as the second such as the second such as the second such as the second such as the second such as the second such as the second such as the second such as the second such as the second such as the second such as the second such as the second such as the second such as the second such as the second such as the second such as the second such as the second such as the second such as the second such as the second such as the second such as the second such as the second such as the second such as the second such as the second such as the second such as the second such as the second such as the second such as the second such as the second such as the second such as the second such as the se	
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I am duly qualified as owner(s) or and staff has explained all proceds  All information given is accurate to the second staff of such information of such information of such information.	authorized agent to make such application, this application and ures relating to this request; and the best of my knowledge and belief, and I understand that deliberate after the best of my knowledge and belief, and I understand that deliberate after the best of my knowledge and belief, and I understand that deliberate at the best of my knowledge and belief, and I understand that deliberate at the best of the best of the best of the best of the best of the best of the best of the best of the best of the best of the best of the best of the best of the best of the best of the best of the best of the best of the best of the best of the best of the best of the best of the best of the best of the best of the best of the best of the best of the best of the best of the best of the best of the best of the best of the best of the best of the best of the best of the best of the best of the best of the best of the best of the best of the best of the best of the best of the best of the best of the best of the best of the best of the best of the best of the best of the best of the best of the best of the best of the best of the best of the best of the best of the best of the best of the best of the best of the best of the best of the best of the best of the best of the best of the best of the best of the best of the best of the best of the best of the best of the best of the best of the best of the best of the best of the best of the best of the best of the best of the best of the best of the best of the best of the best of the best of the best of the best of the best of the best of the best of the best of the best of the best of the best of the best of the best of the best of the best of the best of the best of the best of the best of the best of the best of the best of the best of the best of the best of the best of the best of the best of the best of the best of the best of the best of the best of the best of the best of the best of the best of the best of the best of the best of the best of the best of the best of the b	
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Printed Name Owner/Agent Signature of Owner/Agent Printed Name of Owner Signature of Owner COUNTY OF ___

STATE OF __ The foregoing instrument was acknowledged before me this

Personally Known OR Produced Identification . Type of Identification Produced:

Printed Name of Notary Signature of Notary (notary seal must be affixed)

JEFFREY L. EVERY Notary Public, State of Nevada Appointment No. 11-5094-1 My Appt. Expires Jul 1, 2015

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THE DAILY	CASE NUMBER: 2-2015-04	Date: 2/3/15
FOR OFFICE USE ONLY	Accepted/Verified by:	100 miles
Meeting Date(s): PB 3/3/15	Permit #: PRZ 1502 00005	3
Fees Paid: \$Receipt	#:	
	- 51 22505	

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

3/2014

-Suzette England



# Development Services Department Escambia County, Florida

Escambia County, Fisher	APPLICATION	4.
Please check application type:  ☐ Administrative Appeal ☐ Development Order Extension	☐ Conditional Use Request for: ☐ Variance Request for: ☐ Rezoning Request from: VAG-1 to: VAG-2	
me & address of current owner(s) as sho	pwn on public records of Escambia County, FL  Phone: 865 5-  Email: M D UNLA P 5	3@GMA
nited Power of Attorney form attaches		
operty Address:operty Reference Number(s)/Legal Descrip	ition: 33-5N-32-2102-000-000	
All information given is accurate to the b misrepresentation of such information wany approval based upon this application.  I understand that there are no guarante refundable; and  I authorize County staff to enter upon the inspection and authorize placement of the such as a such as a such as a such as a such as a such as a such as a such as a such as a such as a such as a such as a such as a such as a such as a such as a such as a such as a such as a such as a such as a such as a such as a such as a such as a such as a such as a such as a such as a such as a such as a such as a such as a such as a such as a such as a such as a such as a such as a such as a such as a such as a such as a such as a such as a such as a such as a such as a such as a such as a such as a such as a such as a such as a such as a such as a such as a such as a such as a such as a such as a such as a such as a such as a such as a such as a such as a such as a such as a such as a such as a such as a such as a such as a such as a such as a such as a such as a such as a such as a such as a such as a such as a such as a such as a such as a such as a such as a such as a such as a such as a such as a such as a such as a such as a such as a such as a such as a such as a such as a such as a such as a such as a such as a such as a such as a such as a such as a such as a such as a such as a such as a such as a such as a such as a such as a such as a such as a such as a such as a such as a such as a such as a such as a such as a such as a such as a such as a such as a such as a such as a such as a such as a such as a such as a such as a such as a such as a such as a such as a such as a such as a such as a such as a such as a such as a such as a such as a such as a such as a such as a such as a such as a such as a such as a such as a such as a such as a such as a such as a such as a such as a such as a such as a such as a such as a such as a such as a such as a such as a such as a such as a such as a such as a such as a such as a such as a such as a	pest of my knowledge and belief, and belief, and belief, and belief, and belief, and belief, and belief, and belief, and belief, and belief, and belief, and belief, and belief, and belief, and belief, and belief, and that the application fee is not be as to the outcome of this request, and that the application fee is not be property referenced herein at any reasonable time for purposes of a public notice sign(s) on the property referenced herein at a location (legal ad and/or postcards) for the request shall be provided by the	on of site s) to be
Signature of Owner  STATE OF	Printed Name Owner/Agents  Printed Name of Owner  COUNTY OF KNOX  The ded before me this	
The foregoing instrument was acknowledged by	Stanley Bolling Printed Name of Notary	STATE OF ENNESSEE NOTARY PUBLIC
For OFFICE USE ONLY Meeting Date(s): PB 3/3/15 Fees Paid: \$ Receipt #:	CASE NUMBER: 7-2015-04	ate: 2/3/15
	3363 West Park Place Pensacola, FL 32505 (850) 595-3475 * FAX: (850) 595-3481	3/2014

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38.



FOR OFFICE USE:

CASE #: 2-2015-04

## AFFIDAVIT OF OWNER AND LIMITED POWER OF ATTORNEY

As owner of the property located at 4631 Hw.	4 164
As owner of the property located at	2/02-000-000
As owner of the property located at $\frac{7637}{100}$ Florida, property reference number(s) $\frac{33-5\mathcal{N}-32}{100}$	for the sole purpose
moking a presentation to	the above
of completing this application and making a procession of completing this application and making a procession of Planning Board and the Board of County Commissioner referenced property.  Board of Adjustment to request a(n)	is to request a re-
□ Board of Adjustment to request a(n)	the year of
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rendered a decision on this request and any appeal period rescind this Limited Power of Attorney at any time with a v	written, notarized notice to the 2000.
Sonices Bureau.	
Signature of Property Owner  Signature of Property Owner  Printed Name of Printed Name of Printed Name of Printed Name of Printed Name of Printed Name of Printed Name of Printed Name of Printed Name of Printed Name of Printed Name of Printed Name of Printed Name of Printed Name of Printed Name of Printed Name of Printed Name of Printed Name of Printed Name of Printed Name of Printed Name of Printed Name of Printed Name of Printed Name of Printed Name of Printed Name of Printed Name of Printed Name of Printed Name of Printed Name of Printed Name of Printed Name of Printed Name of Printed Name of Printed Name of Printed Name of Printed Name of Printed Name of Printed Name of Printed Name of Printed Name of Printed Name of Printed Name of Printed Name of Printed Name of Printed Name of Printed Name of Printed Name of Printed Name of Printed Name of Printed Name of Printed Name of Printed Name of Printed Name of Printed Name of Printed Name of Printed Name of Printed Name of Printed Name of Printed Name of Printed Name of Printed Name of Printed Name of Printed Name of Printed Name of Printed Name of Printed Name of Printed Name of Printed Name of Printed Name of Printed Name of Printed Name of Printed Name of Printed Name of Printed Name of Printed Name of Printed Name of Printed Name of Printed Name of Printed Name of Printed Name of Printed Name of Printed Name of Printed Name of Printed Name of Printed Name of Printed Name of Printed Name of Printed Name of Printed Name of Printed Name of Printed Name of Printed Name of Printed Name of Printed Name of Printed Name of Printed Name of Printed Name of Printed Name of Printed Name of Printed Name of Printed Name of Printed Name of Printed Name of Printed Name of Printed Name of Printed Name of Printed Name of Printed Name of Printed Name of Printed Name of Printed Name of Printed Name of Printed Name of Printed Name of Printed Name of Printed Name of Printed Name of Printed Name of Printed Name of Printed Name of Printed Name of Printed Name of Printed Name of Prin	Thomas I converty.  The G. Enalogia I converty.  The G. Enalogia I converty.  The G. Enalogia I converty.  The G. Enalogia I converty.  Date  1 converty.  The G. Enalogia I converty.  The G. Enalogia I converty.  The G. Enalogia I converty.  The G. Enalogia I converty.  The G. Enalogia I converty.  The G. Enalogia I converty.  The G. Enalogia I converty.  The G. Enalogia I converty.  The G. Enalogia I converty.  The G. Enalogia I converty.  The G. Enalogia I converty.  The G. Enalogia I converty.  The G. Enalogia I converty.  The G. Enalogia I converty.  The G. Enalogia I converty.  The G. Enalogia I converty.  The G. Enalogia I converty.  The G. Enalogia I converty.  The G. Enalogia I converty.  The G. Enalogia I converty.  The G. Enalogia I converty.  The G. Enalogia I converty.  The G. Enalogia I converty.  The G. Enalogia I converty.  The G. Enalogia I converty.  The G. Enalogia I converty.  The G. Enalogia I converty.  The G. Enalogia I converty.  The G. Enalogia I converty.  The G. Enalogia I converty.  The G. Enalogia I converty.  The G. Enalogia I converty.  The G. Enalogia I converty.  The G. Enalogia I converty.  The G. Enalogia I converty.  The G. Enalogia I converty.  The G. Enalogia I converty.  The G. Enalogia I converty.  The G. Enalogia I converty.  The G. Enalogia I converty.  The G. Enalogia I converty.  The G. Enalogia I converty.  The G. Enalogia I converty.  The G. Enalogia I converty.  The G. Enalogia I converty.  The G. Enalogia I converty.  The G. Enalogia I converty.  The G. Enalogia I converty.  The G. Enalogia I converty.  The G. Enalogia I converty.  The G. Enalogia I converty.  The G. Enalogia I converty.  The G. Enalogia I converty.  The G. Enalogia I converty.  The G. Enalogia I converty.  The G. Enalogia I converty.  The G. Enalogia I converty.  The G. Enalogia I converty.  The G. Enalogia I converty.  The G. Enalogia I converty.  The G. Enalogia I converty.  The G. Enalogia I converty.  The G. Enalogia I converty.  The G. Enalogia I converty.  The G. Enalogia I converty.  The G.
The foregoing instrument was acknowledged before me this	day of January 2015,
Personally Known  OR Produced Identification Type of Identification Signature of Notary  Printed Name	Ney Bolling mille (Notary Seal)

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

3/2014



# Development Services Department Escambia County, Florida

۸P	PI	ICA	TION
AF		10/	

William .	APPLICATION	
	☐ Conditional Use Request for:	
Please check application type:		
☐ Administrative Appeal	□ Variance Request for: VAG-1 to: VAG	G-2
☐ Development Order Extension	County El	
me & address of current owner(s) as sh	nown on public records of Escambia County, FL  Phone: 250  A Date 250  A Date 250  Phone: 250  Phone: 250	1-368-4176
wner(s) Name: Dic Ne G Te	At MATERIAL SUSCESSION AND A PROPERTY AND A STREET AL SUSCESSION AND A STREET AND A STREET AND A STREET AND A STREET AND A STREET AND A STREET AND A STREET AND A STREET AND A STREET AND A STREET AND A STREET AND A STREET AND A STREET AND A STREET AND A STREET AND A STREET AND A STREET AND A STREET AND A STREET AND A STREET AND A STREET AND A STREET AND A STREET AND A STREET AND A STREET AND A STREET AND A STREET AND A STREET AND A STREET AND A STREET AND A STREET AND A STREET AND A STREET AND A STREET AND A STREET AND A STREET AND A STREET AND A STREET AND A STREET AND A STREET AND A STREET AND A STREET AND A STREET AND A STREET AND A STREET AND A STREET AND A STREET AND A STREET AND A STREET AND A STREET AND A STREET AND A STREET AND A STREET AND A STREET AND A STREET AND A STREET AND A STREET AND A STREET AND A STREET AND A STREET AND A STREET AND A STREET AND A STREET AND A STREET AND A STREET AND A STREET AND A STREET AND A STREET AND A STREET AND A STREET AND A STREET AND A STREET AND A STREET AND A STREET AND A STREET AND A STREET AND A STREET AND A STREET AND A STREET AND A STREET AND A STREET AND A STREET AND A STREET AND A STREET AND A STREET AND A STREET AND A STREET AND A STREET AND A STREET AND A STREET AND A STREET AND A STREET AND A STREET AND A STREET AND A STREET AND A STREET AND A STREET AND A STREET AND A STREET AND A STREET AND A STREET AND A STREET AND A STREET AND A STREET AND A STREET AND A STREET AND A STREET AND A STREET AND A STREET AND A STREET AND A STREET AND A STREET AND A STREET AND A STREET AND A STREET AND A STREET AND A STREET AND A STREET AND A STREET AND A STREET AND A STREET AND A STREET AND A STREET AND A STREET AND A STREET AND A STREET AND A STREET AND A STREET AND A STREET AND A STREET AND A STREET AND A STREET AND A STREET AND A STREET AND A STREET AND A STREET AND A STREET AND A STREET AND A STREET AND A STREET AND A STREET AND A STREET AND A STREET AND A STREET AND A STREET AND A STREET AND A STREET AND A STREET AND A STREET AND A STREET AND A STREET AND A STREET AND A	dens @ yoho
Marcos 2369 Old Bratte	A Atmore AL 3650 Ellian. John Affidavit of (	Owner and
if the property owners is au	thorizing -	
Check here if the property owner(o) to imited Power of Attorney form attached her	ein.	Section 1
Property Address: 4631 Hwy	ein. 1 164 iption: 33-5 <i>N-</i> 32- 2102- 000-000	1 4 4 5 1 E
Number(s)/Legal Descri	iption: $33-5N-32-2102-000$	1 X 7
roperty Reference Name (		
***************************************		- 1/5
By my signature, I hereby certify that:	to such application, this application is of my ov	vn choosing,
I am duly qualified as owner(s) or author	orized agent to make such application, this application is of my ov relating to this request; and	81
<ul> <li>I am duly qualified as owner(s) or author and staff has explained all procedures</li> </ul>	relating to this request, and belief, and I understand that deliberate best of my knowledge and belief, and I understand that deliberate will be grounds for denial or reversal of this application and/or reversal of this application.	e
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any approval based upon this applicati	ion; and the outcome of this request, and that the application fee	is non-
<ol><li>I understand that there are no guarant</li></ol>	ees as to the outcome of this require	
refundable; and	the property referenced herein at any reasonable time for purpose f a public notice sign(s) on the property referenced herein at a loc	es of site
4) I authorize County staff to enter upon	the property referenced fletch at a loc	ation(s) to be
determined by County staff; and	es (legal ad and/or postcards) for the request shall be provided by	the
5) I am aware that Public Hearing notice	is (legal ad allufor posters)	
Development Services Bureau.		01-05 ts.
10: 10:	Printed Name Owner/Agent	Date
Dianes Jestin	Printed Name Owner/Agent	213_
Signature of Owner/Agent		
2	Printed Name of Owner	Date
Signature of Owner		. 30 c.
	COUNTY OF BCAMBIA	
The second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second secon		2014
STATE OF	dged before me this day of AN	20 1,
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The foregoing institution by DIANE G JERIC	(N)	LICENST
	ntification IV. Type of Identification Produced: DRIVER'S I	Ol Co
Personally Known LI OR Produced Idea	CISKA ABISHUP	
1 D. Cox	- FELICI	
A Notary	Printed Name of Notary My Commission Expires Jun	ne 21, 2015
Signature of Notary (notary seal must be affi	ixed)	
		2.1
HSE ONLY	CASE NUMBER: 2-2015-04	Date: 13/15
FOR OFFICE USE ONLY	· toda (aritied by A Cam	
Meeting Date(s).	Parmit #: PB 0 1502.00003	
Fees Paid: \$Receipt #:	1 Citine 11 1 2 2 2 2	-
	Ded Blace Pensacola, FL 32505	
	3363 West Park Place Perisasola (850) 595-3475 * FAX: (850) 595-3481	3/2014
	(000) 000 -	

9.1

Jerkins



FOR OFFICE USE:	-
CASE #:	,
	1945

## AFFIDAVIT OF OWNER AND LIMITED POWER OF ATTORNEY

As owner of the property located at 4631 Huy 164	
As owner of the property located at	ole purpose
I hereby designate	
of completing this application and making a presentation to the:	bove
of completing this application and making a presentation of country Commissioners to request a rezoning on the a Planning Board and the Board of Country Commissioners to request a rezoning on the a referenced property.  On the above referenced property.	nced property.
Board of Adjustment to request a(n)	the year of,
This Limited Power of Attorney is granted on thisday of	ustment has
and is effective until the Board of County Contrinsional of the owner reserved. The owner reserved rendered a decision on this request and any appeal period has expired. The owner reserved rendered a decision on this request and any appeal period has expired. The owner reserved rendered a decision on this request and any appeal period has expired. The owner reserved rendered a decision on this request and any appeal period has expired.	es the right to
rendered a decision on this request and any appear period has expired to the De rescind this Limited Power of Attorney at any time with a written, notarized notice to the De	evelopment
Services Bureau.	
Agent Name: Cary (rodwin Email: sygodwin Address: P. D. Bax 12 Altho, FL 32H2) Phone: 850 - 26	2-3387
Address: P. D. Bex 12 Althe, PL Sterley	
Digited Name of Property Owner	Date
T. C. Terkin	Date
Signature of Property Owner  Printed Name of Property Owner	ະ ຸກຸລໂ.
Signature of the party of the party of the party of the party of the party of the party of the party of the party of the party of the party of the party of the party of the party of the party of the party of the party of the party of the party of the party of the party of the party of the party of the party of the party of the party of the party of the party of the party of the party of the party of the party of the party of the party of the party of the party of the party of the party of the party of the party of the party of the party of the party of the party of the party of the party of the party of the party of the party of the party of the party of the party of the party of the party of the party of the party of the party of the party of the party of the party of the party of the party of the party of the party of the party of the party of the party of the party of the party of the party of the party of the party of the party of the party of the party of the party of the party of the party of the party of the party of the party of the party of the party of the party of the party of the party of the party of the party of the party of the party of the party of the party of the party of the party of the party of the party of the party of the party of the party of the party of the party of the party of the party of the party of the party of the party of the party of the party of the party of the party of the party of the party of the party of the party of the party of the party of the party of the party of the party of the party of the party of the party of the party of the party of the party of the party of the party of the party of the party of the party of the party of the party of the party of the party of the party of the party of the party of the party of the party of the party of the party of the party of the party of the party of the party of the party of the party of the party of the party of the party of the party of the party of the party of the party of the party of the party of the party of the p	- '*')S
STATE OF AUBAMA COUNTY OF ESCAMBIA	20 13
The foregoing instrument was acknowledged before me this day of	
by DIANE G SCICKINS  Personally Known OR Produced Identification V. Type of Identification Produced: AL DRIVER'S  FELCIA A BISHOP	(Notary Seal)
The North North North	
Signature of Notary  My Commission Expires June 21, 2015	

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

3/2014

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To such stry.

2014 Real Estate NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS
ACCOUNT NUMBER ESCROW CD ASSESSED VALUE MILLAGE CODE PROPERTY REFERENCE NUMBER

12-3272-000 See Below 06 335N32-2102-000-000

2014 Real Estate 0131487.0000

OFFICE (850) 438-6500 Ext. 3252

5 - 037462 / 010156 1-25981 JM54778 GODWIN CARY V 1/3 INT JERKINS DIANE G 1/3 INT PO BOX 12 ALTHA FL 32421-0012 4631 HIGHWAY 164 W 586 FT 8 IN OF NE 1/4 OF NW 1/4 OF SEC LESS R/W STATE RD N 164 See Tax Roll for extra legal.

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AD VALOREM TAXES					
TAXING AUTHORITY	MILLAGE RATE	ASSESSED VALUE	EXEMPTION AMOUNT	TAXABLE AMOUNT	TAXES LEVIED
COUNTY PUBLIC SCHOOLS	6.6165	77,734		77,734	514.33
By Local Board	2.0850	77,734		77,734	162.08
By State Law	5.2370	77,734		77,734	407.09
WATER MANAGEMENT	0.0390	77,734		77,734	3.03
SHERIFF	0.6850	77,734		77,734	53.25
M.S.T.U. LIBRARY	0.3590	77,734		77,734	27.91

RETAIN THIS PORTION FOR YOUR RECORDS

ESCAMBIA COUNTY TAX COLLECTOR * P.O. BOX 1312 * PENSACOLA, FL 32591-1312

TOTAL MILLAGE 15.0215 AD VALOREM TAXES 1167.69

NON-AD VALOREM ASSESSMENTS				
LEVYING AUTHORITY		RATE	AMOUNT	
FIRE			96.51	

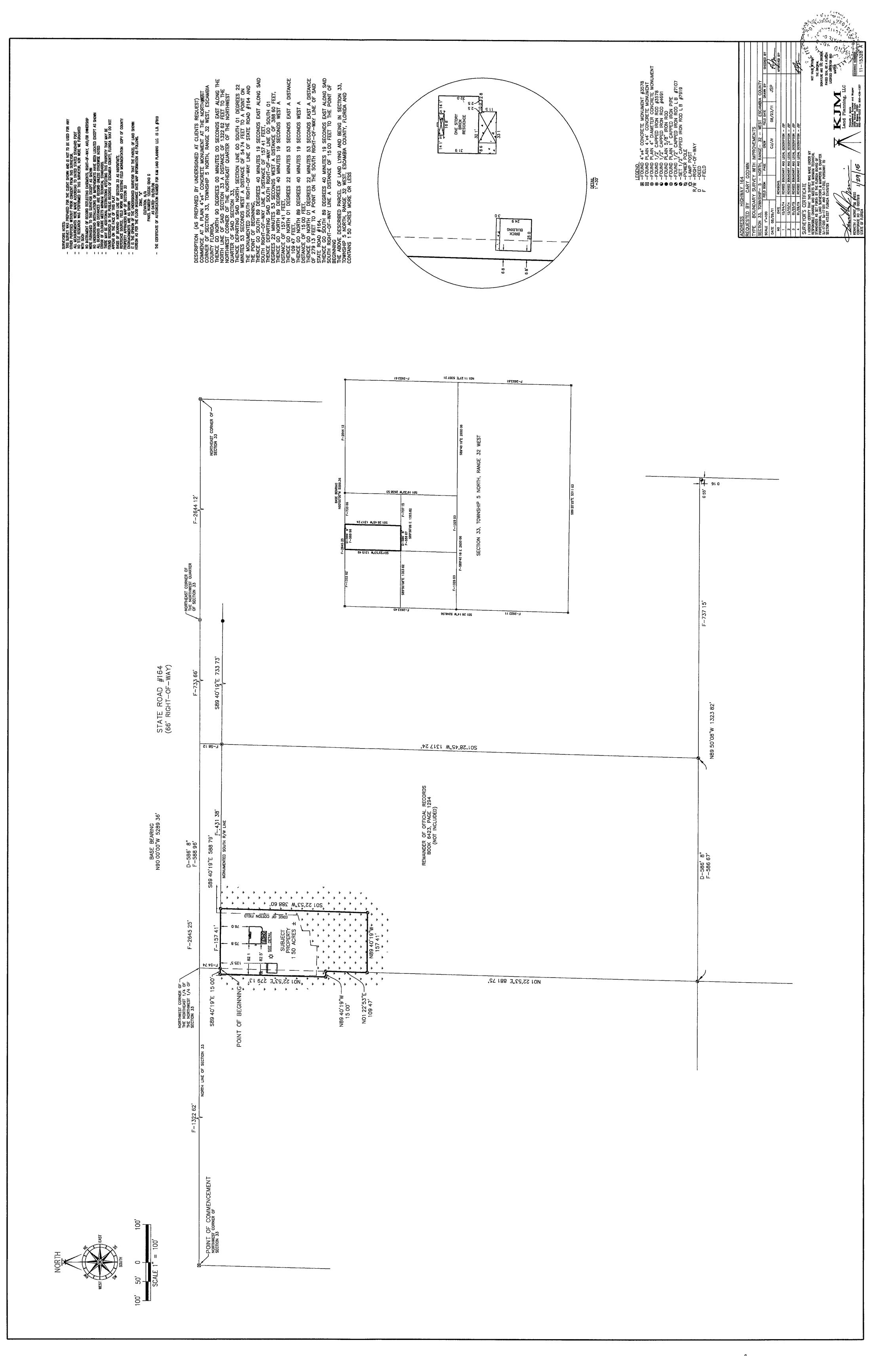
PLEASE PAY ONLY ONE AMOUNT SHOWN IN YELLOW SHADED AREA

96.51

#### QUESTIONS ON ITEMS IN THIS SECTION ONLY, CALL (850) 595-4960

COMBINED TAXES AND ASSESSMENTS			1264.20	PAY ONLY ONE AMOUNT	See reverse side for important information
Nov 30 2014	Dec 31 2014	Jan 31 2015	Feb 28 2015	Mar 31 2015	Apr 30 2015
\$ 1213.63	\$ 1226.27	\$ 1238.92	\$ 1251.56	\$ 1264.20	\$ 1302.13

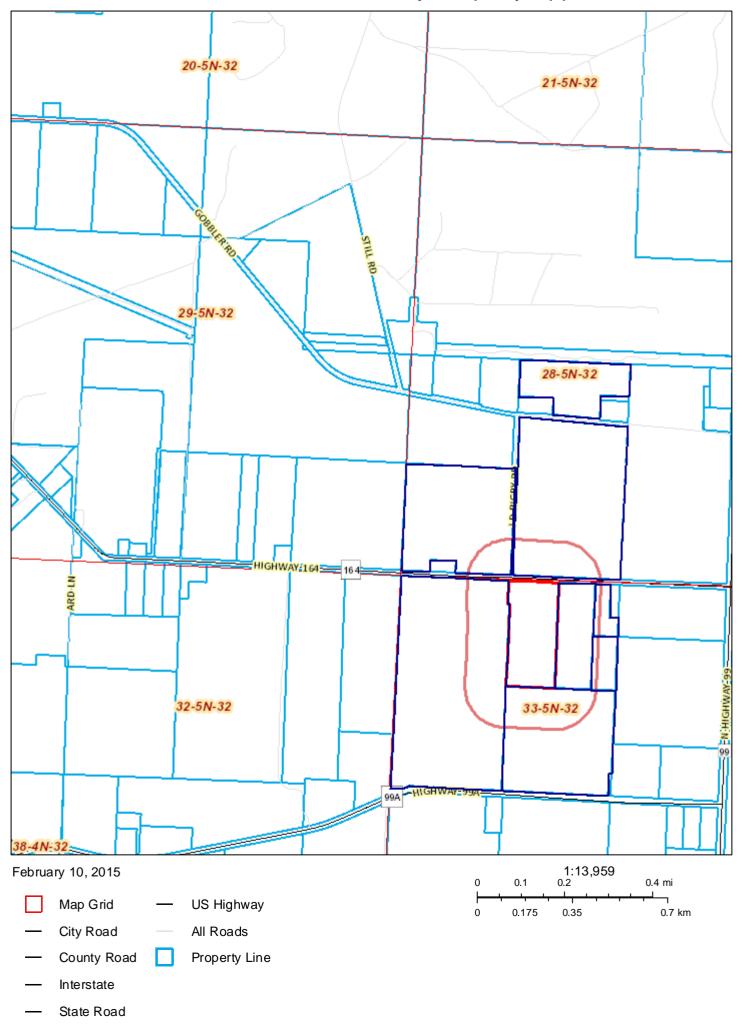
NON-AD VALOREM ASSESSMENTS



GMR: 04-09-15 Rezoning Case Z-2015-04 Attachment

38 of 43

### Chris Jones Escambia County Property Appraiser



GODWIN CARY V 1/3 INT PO BOX 12 ALTHA, FL 32421

WALKER SAMUEL E & 3241 LAMBERT BRIDGE RD MCDAVID, FL 32568

MCANALLY JOHN & 4511 HWY 164 MCDAVID, FL 32568 SHELLY GAYLAN W 515 SOUTH 21ST AVE ATMORE, AL 36502

LANCASTER TIERNEY 4558 ROBBINSONVILLE RD ATMORE, AL 36502 COOK RICHARD A & REBECCA I 4551 HWY 164 MCDAVID, FL 325680092

GODWIN ROBERT E FARMS FLORIDA 3940 GODWIN RD CENTURY, FL 32535



### **Development Services Department Building Inspections Division**

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

#### **RECEIPT**

Receipt No.: 627871 Date Issued.: 02/03/2015

Cashier ID: TMCOOEY

Application No.: PRZ150200003

Project Name: Z-2015-04

PAYMENT INFO				
Method of Payment	Reference Document	Amount Paid	Comment	
Credit Card				
	V6308	\$1,270.50	App ID : PRZ150200003	
		\$1,270.50	Total Credit Card	

Received From : CARY GODWIN

Total Receipt Amount : \$1,270.50

Change Due: \$0.00

APPLICATION INFO				
Application #	Invoice #	Invoice Amt	Balance Job Address	
PRZ150200003	718844	1,270.50	\$0.00 4631 HWY 164 , MCDAVID, FL, 32568	
Total Amount :		1,270.50	\$0.00 Balance Due on this/these Application(s) as of 2/17/2015	



### BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA

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

# Escambia County Planning Board Public Hearing Speaker Request Form

Please Print Clearly

Meeting Date:		
Rezoning Quasi-judicial Hearing	OD	Regular Planning Board Meeting
Rezoning Case #: 2-2015-04	OR	Agenda Item Number/Description:
In Favor Against		
*Name: SAM Walker		
*Address: 324/ LAmbert Bridge	Rd	*City, State, Zip: McDavid FL 325-68
Email Address: Swalker DEREC. co	m	Phone: <u>850-336-0444</u>
Please indicate if you:  would like to be notified of any further action in do not wish to speak but would like to be notified.  All items with an asterisk * are required.		o the public hearing item.  In further action related to the public hearing item.
******************	******	********************

#### Chamber Rules

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



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

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

# **Escambia County Planning Board Public Hearing** Speaker Request Form Andianot

Please Print Clearly

Meeting Date: 3/3/15		A P II C
Rezoning Quasi-judicial Hearing	OP	Regular Planning Board Meeting
Rezoning Case #: 2 - 2018 - 94	OR	Agenda Item Number/Description:
In Favor Against		
*Name: Cary V. Godwin		
*Address: P.A. Bos 12	*C	ity, State, Zip: Altha FL 32421
Email Address: < < gadwin & live	. < 0 m	Phone: 850 - 762-3787
Please indicate if you:  would like to be notified of any further action re  do not wish to speak but would like to be notified.		
All items with an asterisk * are required.		

#### Chamber Rules

- 1. All who wish to speak will be heard and granted uniform time to speak (normally 3 5 minutes).
- 2. You must sign up to speak. This form must be filled out and given to the Clerk in order to be heard.
- 3. When the Chairman calls you to speak, come to the podium, adjust the microphone so you can be heard, then state your NAME and ADDRESS for the record.
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- 7. During public hearings, at the Chairman's discretion, if there is a controversial item in which Escambia County citizens are involved, he may institute a provision against clapping, if he/she feels that clapping or the noise will deter open speech between the two parties.



# BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-7835 Growth Management Report 12. 2. BCC Regular Meeting Public Hearing

Meeting Date: 04/09/2015

**Issue:** 5:45 p.m. - A Public Hearing to Amend the Official Zoning Map

**From:** Horace Jones, Department Director

Organization: Development Services

# **RECOMMENDATION:**

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

That the Board adopt an Ordinance to amend the Official Zoning Map to include the rezoning case heard by the Planning Board on March 3, 2015, and approved during the previous agenda item and to provide for severability, inclusion in the code, and an effective date.

# **BACKGROUND:**

Rezoning case Z-2015-04 was heard by the Planning Board on March 3, 2015. Under the Land Development Code (LDC), the Board of County Commissioners reviews the record and the recommended order of the Planning Board and conducts a Public Hearing for adoption of the LDC Zoning Map Amendment.

As a means of achieving the Board's goal of "decreasing response time from notification of citizen needs to ultimate resolution," the Board is acting on both the approval of the Planning Board's recommendation and the LDC Map Amendment for this month's rezoning cases. The previous report item addresses the Board's determination regarding the Planning Board's recommendation. This report item addresses only the Public Hearing and adoption of the Ordinance amending the LDC Official Zoning Map.

# **BUDGETARY IMPACT:**

No budgetary impacts are expected as a result of the recommended Board action.

# **LEGAL CONSIDERATIONS/SIGN-OFF:**

A copy of the standardized Ordinance has initially been provided to the County Attorney's office for review regarding compliance with rezoning requirements in Florida Statutes and the Land Development Code.

# **PERSONNEL:**

No additional personnel are anticipated for the implementation of this recommended Board action.

# POLICY/REQUIREMENT FOR BOARD ACTION:

The Board Chairman will need to sign the Ordinance to amend the Official Zoning Map.

# IMPLEMENTATION/COORDINATION:

This Ordinance, amending the Land Development Code Official Zoning Map, will be filed with the Department of State following adoption by the Board.

This Ordinance is coordinated with the County Attorney's Office, the Development Services Department and interested citizens. The Development Services Department will ensure proper advertisement.

At	tachments
<u>Draft Ordinance</u>	

# ORDINANCE NUMBER 2015-____

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART III OF THE ESCAMBIA COUNTY CODE OF ORDINANCES (1999), THE LAND DEVELOPMENT CODE OF ESCAMBIA COUNTY, FLORIDA, AS AMENDED; AMENDING ARTICLE 6, SECTION 6.02.00, THE OFFICIAL ZONING MAP; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

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

# Section 1. Purpose and Intent.

The Official Zoning Map of Escambia County, Florida, as adopted by reference and codified in Part III of the Escambia County Code of Ordinances (1999), the Land Development Code of Escambia County, Florida, as amended: Article 6, Section 6.02.00, and all notations, references and information shown thereon as it relates to the following described real property in Escambia County, Florida, is hereby amended, as follows.

Case No.: Z-2015-04

Address: 4631 Highway 164

Property Reference No.: 33-5N-32-2102-000-000

Property Size: 1.5 (+/-) acres

From: VAG-1, Villages Agriculture District, (five

dwellings units per 100 acres on one-acre

parcels)

To: VR-2, Villages Rural Residential District (one

unit per 0.75 acre)

FLU Category: AG, Agriculture

## Section 2. Severability.

If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Ordinance.

#### Section 3. Inclusion in Code.

It is the intention of the Board of County Commissioners that the provisions of this Ordinance shall be codified as required by F.S. § 125.68 (2012); and that the sections, subsections and other provisions of this Ordinance may be renumbered or re-lettered

and the word "ordinance" may be changed to "section," "article," or such other appropriate word or phrase in order to accomplish such intentions.

Section 4. Effective Date.	
This Ordinance shall become effective upon	filing with the Department of State.
DONE AND ENACTED by the Board of Cou	nty Commissioners of
Escambia County Florida, thisday	of, 2015.
	BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA
	Steven Barry, Chairman
ATTEST: PAM CHILDERS CLERK OF THE CIRCUIT COUR	Т
Deputy Clerk	
(SEAL)	
ENACTED:	
FILED WITH DEPARTMENT OF STATE:	
EFFECTIVE DATE:	



# BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-7925 Growth Management Report 12. 3. BCC Regular Meeting Public Hearing

Meeting Date: 04/09/2015

**Issue:** 5:46 p.m. - A Public Hearing - Subdivision Regulations, Procedures, and

**Submissions Requirements** 

From: Horace Jones, Department Director

**Organization:** Development Services

# **RECOMMENDATION:**

5:46 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending Articles 4 and 6 of the Land Development Code

That the Board of County Commissioners (BCC) review and adopt an Ordinance to the Land Development Code (LDC) Article 4, Subdivisions and Site Plans, amending Section 4.02.00 Subdivision Regulations; and Article 6, Section 6.04.00 Zoning Districts, creating a new Section 6.04.20 relating to the cessation of recreational amenities in residential subdivisions.

This hearing serves as the second of two required public hearings before the Board of County Commissioners (BCC) as set forth in Section 2.08.04 (b) and F.S. 125.66(4)(b).

At the March 3, 2015, Planning Board Meeting, the Board recommended to remove Section 6.04.21 from the ordinance and forward to the BCC for review.

# **BACKGROUND:**

The Board of County Commissioners directed staff to produce an ordinance that allows for predictability for residential developments and help protect investment expectations of home buyers and infrastructure planning. Also to ensure the integrity of residential subdivisions in Escambia County.

# **BUDGETARY IMPACT:**

No budgetary impact is anticipated by the adoption of this Ordinance.

# **LEGAL CONSIDERATIONS/SIGN-OFF:**

The attached Ordinance has been reviewed and approved for legal sufficiency by Alison Rogers, County Attorney. Any recommended legal comments are attached herein.

# **PERSONNEL:**

No additional personnel are required for implementation of this Ordinance.

# **POLICY/REQUIREMENT FOR BOARD ACTION:**

The proposed Ordinance is consistent with the Board's goal "to increase citizen involvement in, access to, and approval of, County government activities."

# IMPLEMENTATION/COORDINATION:

Implementation of this Ordinance will consist of an amendment to the LDC and distribution of a copy of the adopted Ordinance to interested citizens and staff.

The proposed Ordinance was prepared in cooperation with the Development Services Department, the County Attorney's Office and all interested citizens. The Development Services Department will ensure proper advertisement.

# **Attachments**

<u>Legal Guidance</u>

<u>Draft Ordinance 1B</u>

 From:
 Horace L Jones

 To:
 Temeka S. Mallory

 Cc:
 Kayla R. Meador

 Subject:
 FW: SD ordinance

**Date:** Monday, December 15, 2014 3:06:28 PM

## Temeka & Kayla

Please keep this e-mail with SD ordiance.

From: Alison A. Perdue

Sent: Monday, December 15, 2014 10:57 AM

To: Horace L Jones

Cc: Stephen G. West; Dianne C. Simpson; Dianne C. Simpson; Juan C. Lemos; Dianne C. Simpson

Subject: RE: SD ordinance

#### Horace,

My concern is there was a specific vote of the BCC to have the PB review this ordinance. The PB can certainly recommend against it or recommend to the BCC that it consider alternative language. The comments made are a real concern and that should be noted by the PB in its review and/or recommendation.

#### Α

From: Horace L Jones

Sent: Monday, December 15, 2014 10:41 AM

**To:** Alison A. Perdue

Cc: Stephen G. West; Dianne C. Simpson; Dianne C. Simpson; Juan C. Lemos

Subject: RE: SD ordinance

#### Alison.

It is my understanding that the draft language as provided limits the property owner from developing his or her property. It was stated that it could be grounds for taking. Some commented that this ordinance is almost like a rezoning (downzoning) & that the rezoning process is right avenue for this to be discuss in a public forum with all parties. I believe Steve can provide some additional comments. He was asked some directions questions from the PB. I hope this help.

# **6.04.20.** Cessation of Recreational Amenities in Residential Subdivisions.

In cases where a subdivision or other residential development where a recreational amenity, including but not limited to a golf course, swimming pool, club house or tennis courts, was anticipated as part of the subdivision or development regardless of whether the amenity was included in the subdivision plat, and that amenity abuts any lot of the subdivision that is used or anticipated for residential use, then should that amenity cease to be used for recreational purposes, it cannot be developed more intensely than the most intense residential use in the subdivision

From: Alison A. Perdue

Sent: Monday, December 15, 2014 10:19 AM

To: Horace L Jones

Cc: Stephen G. West; Dianne C. Simpson; Dianne C. Simpson

Subject: RE: SD ordinance

What do you mean an updated copy of the ordinance?

**From:** Horace L Jones

Sent: Monday, December 15, 2014 10:19 AM

To: Alison A. Perdue

Cc: Stephen G. West; Dianne C. Simpson

Subject: RE: SD ordinance

Importance: High

#### Alison.

In our Monday morning briefing with staff, there were some discussions on Subdivision Ordinance that was tabled by the PB on December 9th due to the concerns as highlighted and approved to be pulled from the BCC agenda on Dec. 11th. Do you know when an updated copy of the ordinance will be provided? I know that my department and your department are extremely busy now. If it is the direction for us to bring this back as quickly as possible, the deadline for advertisement is Wednesday, December 17th.

From: Alison A. Perdue

Sent: Tuesday, December 09, 2014 1:53 PM

**To:** Horace L Jones

Cc: Stephen G. West; Jack R. Brown; Dianne C. Simpson

Subject: RE: SD ordinance

Prior to BCC action, the PB is supposed to make a recommendation regarding the proposed ordinance. Now, that doesn't mean it has to be a favorable recommendation, but a recommendation for or against or with changes. I am of the opinion that as long as the PB is moving in good faith towards a recommendation then that is fine, it may take a couple times. However, in the event the PB either doesn't continue working towards a recommendation in good faith OR appears to be purposefully tabling, delaying or foot-dragging on a matter for the purpose of not making a recommendation, then it is my opinion that the BCC can take up the matter with the idea that the PB's recommendation is de facto not to adopt the ordinance OR the PB refuses to make a recommendation. I have no reason to believe that after one discussion and a plea to have further discussions, that this second scenario is what's going on, so I say place it on a future PB agenda. I believe you need to ask to either cancel or reschedule the hearing currently set for 12/11.

From: Horace L Jones

Sent: Tuesday, December 09, 2014 1:34 PM

To: Alison A. Perdue

Cc: Stephen G. West; Jack R. Brown

Subject: FW: SD ordinance

Importance: High

Alison,

From this morning discussion on the attached ordinance, the PB made a" motion to tabled this ordinance". In a nutshell, they were concern that the ordinance was "too restrictive & possibly could be grounds for Bert Harris". Mr. Jesse Rigby made a statement to this effect. There were other comments made similar to this as well. They felt that additional discussion(s) with your office and administrator is definitely necessary. Steve can certainly give your more insight into the discussion.

Now, this ordinance is on the GMR consent agenda for December 11th, 2014. It appears that this would have to be pulled. Are you in agreement?

From: Juan C. Lemos

Sent: Tuesday, December 09, 2014 1:20 PM

**To:** Horace L Jones **Subject:** SD ordinance

FYI,

Juan

1	ORDINANCE 2015
2 3 4 5 6 7 8 9 10 11 2 2 1	AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA AMENDING PART III OF THE ESCAMBIA COUNTY CODE OF ORDINANCES, THE LAND DEVELOPMENT CODE, ARTICLE 4, SUBDIVISIONS AND SITE PLANS; AMENDING SECTION 4.02.00 SUBDIVISION REGULATIONS, PROCEDURES AND SUBMISSION REQUIREMENTS; SECTION 6.04.00 ZONING DISTRICTS; CREATING A NEW SECTION 6.04.20 RELATING TO CESSATION OF RECREATIONAL AMENITIES IN RESIDENTIAL SUBDIVISIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.
3  4  5  6	WHEREAS, Escambia County finds that best planning practices dictate predictability for residential developments; and
7  8  9	WHEREAS, predictability helps protect investment expectations of home buyers and infrastructure planning; and
20 21 22 23 24	WHEREAS, an ordinance that helps ensure the integrity of residential subdivisions serves the health, safety and welfare of those who live in and visit Escambia County.  NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY
25 26	COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA:
27 28	SECTION 1. SUBDIVISIONS AND SITE PLANS.
29 30 31 32	Part III of the Escambia County Code of Ordinances, the Land Development Code of Escambia County, Article 4, Subdivisions and Site Plans, Section 4.02.00, Subdivision regulations, procedures and submission requirements, is hereby amended as follows:
34	4.02.07 Final plat-approval process.
35 36 37 38	C. Standards for approval of final plats. The purpose of this section is to set forth the standards and criteria the county shall consider in determining whether to approve or deny an application for final plat approval. No final plat for a proposed subdivision shall be approved unless:
39 10 11 12	<ol> <li>The application conforms with the requirements of this article regarding the form and content of the plat; timely submittal; offers of dedication and payment of an inspection fee;</li> </ol>
13 14 15	2. The application conforms with the requirements of F.S. ch. 177, as amended, regarding the form and content of plats offered for recording.

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Final plat review and approval does not constitute verification of all "survey data" as defined in F.S. ch. 177. If the county chooses to verify the survey data shown on the plat, the county shall utilize a surveyor in the employment of, or under contract with, the BCC for the purpose of such examination, at the expense of the county;

- 3. Adequate security has been provided for the warranty of required improvements in accordance with this article;
- 4. The application conforms in all respects to the requirements of this Code;
- 5. The final plat is in substantial conformance with the approved preliminary plat; and
- 6. Adequate security has been provided for any construction punchlist deficiencies determined to be incidental. Items not considered incidental include, but are not limited to, base course, paving, and storm sewer systems. Items that are considered incidental could include, but not limited to, fencing, sod, street signs, etc. The security will be in the form of cash escrow or irrevocable letter of credit expiring six months after the deadline for the scheduled completion of the work. The amount of the escrow will be based on 150 percent as per the pricing agreement of the cost of construction of the incidentals as per the pricing agreement or \$7,500.00 whichever is greater. If the items are not completed within 90 days of approval from the board of county commissioners, the division manager, development services may use this escrow to correct these deficiencies. If the division manager, development services determines that in his or her judgment the developer has made good faith progress toward completion of the incidentals in the first 90 days, one 90-day extension may be granted. Upon proof of completion of the incidentals, the county shall return any unused escrow.
- 7. For proposed subdivisions that are designed to utilize significant recreational amenities, including but not limited to a golf course, swimming pool, club house or tennis courts, the area designated for those uses shall be included in the final plat.

# **SECTION 2. ZONING DISTRICTS.**

Part III of the Escambia County Code of Ordinances, the Land Development Code of Escambia County, Article 6, Zoning Districts, Section 6.04.00, General provisions, is hereby created as follows:

6.04.21. Cessation of Recreational Amenities in Residential Subdivisions.

91		
92	In cases where a subdivision or other	er residential development where a
93	recreational amenity, including but not limit	ed to a golf course, swimming pool, club
94	house or tennis courts, was anticipated as	
95		uded in the subdivision plat, and that amenity
96	abuts any lot of the subdivision that is used	l or anticipated for residential use, then
97	<del>-</del>	ecreational purposes, it cannot be developed
98	more intensely than the most intense resident	
99		<del></del>
100	SECTION 32. SEVERABILITY	/
101	<u>OLVERNOSES</u>	<u> </u>
102	If any section, sentence, clause or ph	rase of this Ordinance is held to be invalid or
103	·	t jurisdiction, then said holding shall in no way
104	affect the validity of the remaining portions	
105	and of the value of the femalising persons	
106	SECTION 43. INCLUSION IN	CODE.
107	<u></u>	
108	It is the intention of the Board of C	County Commissioners that the provisions of
109		ired by F.S. § 125.68 (2014); and that the
110		of this Ordinance may be renumbered or re-
111		changed to "section," "article," or such other
112	appropriate word or phrase in order to acco	
113		
114	SECTION 54. EFFECTIVE DA	ATE.
115		
116	This Ordinance shall become effecti	ve upon filing with the Department of State.
117		
118	DONE AND ENACTED this day of _	, 2015.
119		BOARD OF COUNTY COMMISSIONERS
120		ESCAMBIA COUNTY, FLORIDA
121		
122		BY:
123	ATTEST: PAM CHILDERS	Steven Barry, Chairman
124	CLERK OF THE CIRCUIT COURT	
125		
126	By:	<u></u>
127		
128	(SEAL)	
129	ENACTED	
130	ENACTED:	
131		
132	FILED WITH DEPARTMENT OF STATE: _	<del></del>
133	EEEEOTIVE.	
134	EFFECTIVE:	



# BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-7710 Growth Management Report 12. 1.

BCC Regular Meeting Action

**Meeting Date:** 04/09/2015

**Issue:** Escambia County School District Interlocal Agreement

From: Horace Jones, Interim Department Director

**Organization:** Development Services

# **RECOMMENDATION:**

Recommendation Concerning the Adoption of the Escambia County School District Interlocal Agreement (ILA)

That the Board review and adopt the Escambia County School District Interlocal Agreement (ILA).

# **BACKGROUND:**

This is a revision of the multi-jurisdiction/agency agreement between Escambia County, the Escambia County School District and the City of Pensacola. School Concurrency which established Levels Of Service (LOS) standards is no longer required; however, many aspects of concurrency are prudent and necessary. This is a revision to the existing Inter-Local Agreement (ILA), that addresses pertinent concurrency attributes and removes former unnecessary language.

# **BUDGETARY IMPACT:**

No budgetary impact is anticipated by the adoption of this document.

# **LEGAL CONSIDERATIONS/SIGN-OFF:**

The attached document has been reviewed and approved for legal sufficiency by Alison Rogers, County Attorney. Any recommended legal comments are attached herein.

# **PERSONNEL:**

No additional personnel are required for implementation of this Ordinance.

# POLICY/REQUIREMENT FOR BOARD ACTION:

The proposed ILA document is consistent with the Board's goal "to increase citizen involvement in, access to, and approval of, County government activities."

# IMPLEMENTATION/COORDINATION:

Implementation of this document will consist of distribution of a copy of the adopted ILA to interested citizens and staff.

The proposed ILA document was prepared in cooperation with the Escambia County School District, Development Services Department, the County Attorney's Office and all interested citizens.

# **Attachments**

<u>Legal Reviews</u> <u>Inter-Local Agreement</u> From: Stephen G. West
To: Juan C. Lemos

Cc: Kerra A. Smith; Beth A. Larrieu

Subject: FW: Interlocal Agreement School Board

Date: Wednesday, February 18, 2015 3:38:24 PM

#### Juan:

I sent you my comments to the Interlocal Agreement in my email of November 19, 2014. Only about half of the comments have been addressed or incorporated in the current version of the Interlocal Agreement. If you opt to send the Interlocal Agreement to the BCC without legal sign-off, please ensure that this email and the one from November 19th are included with your recommendation.

From: Kerra A. Smith

Sent: Wednesday, February 11, 2015 10:06 AM

To: Juan C. Lemos

Cc: Shawn S. Hunter; Horace L Jones; Stephen G. West; Shawn S. Hunter

Subject: RE: Interlocal Agreement School Board

I have seen the form before. However, I did not review the ILA for legal sufficiency. This agreement was previously reviewed by (and commented on) Steve, so I would rather that he sign off on that aspect of it. Thanks.

KS

From: Juan C. Lemos

Sent: Wednesday, February 11, 2015 10:04 AM

To: Kerra A. Smith

Cc: Shawn S. Hunter; Horace L Jones; Stephen G. West

Subject: RE: Interlocal Agreement School Board

Ms. Kerra,

Are you familiar with this form? Are you signing the ILS off for legal sufficiency?

Juan

From: Kerra A. Smith

Sent: Tuesday, February 10, 2015 5:49 PM

To: Juan C. Lemos

Cc: Alison A. Perdue; Stephen G. West; Horace L Jones; Shawn S. Hunter

Subject: RE: Interlocal Agreement School Board

Juan:

It does not appear that a public hearing is required for adopting this Interlocal Agreement per Chapter 163 or 1013, Fla. Stat.

The only place I could find that requires a PH before adopting an Interlocal Agreement relating to planning & zoning was Section 163.3171(3), Fla. Stat.. This section requires a public hearing take place in front of every county or municipality that is involved in an interlocal agreement where the

county and municipalities are agreeing to jointly exercise planning authority i.e. have one big comprehensive plan, future land use map, and zoning regulations for all counties and municipalities involved. That is not the case here.

Further, the Agreement does not change the Comp Plan, it just establishes how the School Board, County, and City, will ensure that the School Board's growth plan is consistent with the Comp Plan. The last Interlocal Agreement of this type was passed by the BCC in August 2006 as an action item on the GMR, not a PH. But, it should be noted that the 2006 agreement first went through the planning board for approval and the PB recommended approval to the BCC. I do not see a requirement in Fla. Statutes that the PB review the agreement prior to approval by the BCC. But, you may want to take it to them, even if it is just as an informational item. Hope this helps.

KS

From: Juan C. Lemos

Sent: Wednesday, January 28, 2015 3:05 PM

**To:** Alison A. Perdue **Cc:** Horace L Jones

Subject: Interlocal Agreement School Board

#### Alison.

I'm picking-up the signed original ILA from the School Board; (electronic copy attached). Signed by the School Board on 20 January 2015. What is the next step?

Do we need to bring to Planning Board or do we need to advertise and schedule for next available BCC meeting? Is there an ordinance requirement to accompany the ILA? I'll appreciate any guidance on the process.

Thank you. Juan From: Alison A. Perdue
To: Juan C. Lemos

Cc: <u>Jack R. Brown; Alison A. Perdue</u>

Subject: Re: Escambia County Interlocal Agreement Date: Monday, March 16, 2015 3:54:54 PM

We did a comparison graph that we provided to Jack and I also think Development Services. Anyone who didn't get this, please let me know and we'll get it to you.

# Sent from my iPhone

On Mar 16, 2015, at 4:32 PM, "Juan C. Lemos" < <u>JCLEMOS@co.escambia.fl.us</u> > wrote:

### Mr. Brown,

From our School Interlocal Agreement meeting on 25 February with the School Board representative, Mr. Shawn Dennis, it was your direction to produce a comparison between the existing and proposed documents; you also proposed further communication with the commissioners to get a consensus on this issue. I'm just doing a follow-up on this matter. Thank you.

#### Juan

Juan C. Lemos, CFM
Senior Planner
Development Services Department
Escambia County BCC
3363 West Park Place, Pensacola, FL 32505
(850) 595-3475 Main
(850) 595-3481 Fax

Florida has a very broad public records law. Under Florida law, both the content of emails and email addresses are public records. If you do not want the content of your email or your email address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in person.

A Please consider the environment before printing this e-mail. Think Green.

_

From: Jack R. Brown
To: Juan C. Lemos

Cc: Alison A. Perdue; Dianne C. Simpson; Angela D. Crawley

Subject: FW: Interlocal Agreement - Public Schools Facilities Planning

**Date:** Monday, March 16, 2015 5:08:49 PM

Attachments: <a href="ILA for PSFP.docx">ILA for PSFP.docx</a>

#### Juan,

Thanks for following up on this. You were copied on Alison's comparison on February 26, 2015. Please move ahead placing it on the agenda. Thanks, Jack

Jack R. Brown
County Administrator
Escambia County
221 Palafox Place, Suite 420
Pensacola, Florida 3502

Email: <u>irbrown@myescambia.com</u>

Phone: (850) 595-4947 Cell: (850) 490-5905 Fax: (850) 595-4908

From: Alison A. Perdue

Sent: Thursday, February 26, 2015 4:35 PM

To: Jack R. Brown

Cc: Horace L Jones; Juan C. Lemos; sdennis@escambia.k12.fl.us; Donna Waters; Dianne C. Simpson

Subject: FW: Interlocal Agreement - Public Schools Facilities Planning

#### Jack,

Attached please find a summary of the differences between the existing 2008 School Interlocal Agreement and the current, proposed version. As you can see, the differences do not appear to be substantial. Please let me know if you want anything else.

Alison

THE CCHOOL DISTRICT OF ECCAMDIA COTRES	~~~~	
THE SCHOOL DISTRICT OF ESCAMBIA COUNTY	SCHOOL BOARD AGENDA	
Operations/Finance and Business Services	EXECUTIVE SUMN	
	EXECUTIVE SOLUTION	LAKI
AGENDA DATE: January 20, 2015	ITEM NUMBER: V.b.4.A.	.2.c.
-		
AGENDA REFERENCE: Interlocal Agreement for	FISCAL IMPACT / AMOU	INT• n/a
Public School Facility Planning		/1(1. II/Q
FUND SOURCE: N/A		
POIND BOOKSE. IVA		
DACECROTIND INFORMATION / DESCRIPTION	crit :	
BACKGROUND INFORMATION / DESCRIPTION:	This is a revision to the mui	ti-agency agreement
between the County, City and School Board. School (	Concurrency which establish	nes level of service (LOS)
standards is no longer required, however, many aspect	s of concurrency are pruden	nt and necessary. This is a
revision to the existing comprehensive Interlocal Agre	ement (ILA) that addresses	pertinent concurrency
attributes and removes former unnecessary language.		potential desired
EDUCATIONAL IMPACT: None		
EDUCATIONAL IMITACI, MUNIC		
OTHER REPRESENCES OF MORES		
OTHER REFERENCES OR NOTES:		
ACTION REQUIRED: Request Board approval.		
STRATEGIC ALIGNMENT:		***
GOAL: E.3. Continuity: Improve operational continuity in the learning, work, and virtual/technological environment.		
	ii tile learning, work, and virtue	antechnological environment.
REQUESTED BY:	TO A FEET 1 JEST 1 F	
	<b>DATE:</b> 1/7/15	
Shawn Dennis, Assistant Superintendent-Operations		
ASSISTANT SUPERINTENDENT:	DATE:	DATE OF BOARD
	1/5/15	APPROVAL:
(Shared )	1/5/15	

APPROVED ESCAMBIA COUNTY SCHOOL BOARD

JAN 2 0 2015

MALCOLM THOMAS, SUPERINTENDENT VERIFIED BY RECORDING SECRETARY

# INTERLOCAL AGREEMENT FOR PUBLIC SCHOOL FACILITY PLANNING

This Interlocal Agreement for Public School Facility Planning (hereinafter referred to as "ILA") is entered into between Escambia County, a political subdivision of the State of Florida (hereinafter referred to as "County"), the City of Pensacola, a municipal corporation of Florida (hereinafter referred to as "City"), and the School Board of Escambia County, Florida (hereinafter referred to as "School Board").

WHEREAS, the County, City and School Board recognize their mutual obligation and responsibility for the education, nurture and general well-being of the children within their community; and

WHEREAS, the County, City, and School Board recognize the benefits that will flow to the citizens and students of their communities by more closely coordinating their comprehensive land use and school facilities planning programs: namely (1) better coordination of new schools in time and place with land development, (2) greater efficiency for the School Board and local governments by placing schools to take advantage of existing and planned roads, water, sewer, and parks, (3) improved student access and safety by coordinating the construction of new and expanded schools with the road and sidewalk construction programs of the local governments, (4) better defined urban form by locating and designing schools to serve as community focal points, (5) greater efficiency and convenience by co-locating schools with parks, ball fields, libraries, and other community facilities to take advantage of joint use opportunities, and (6) reduction of pressures contributing to urban sprawl and support of existing neighborhoods by appropriately locating new schools and expanding and renovating existing schools; and

WHEREAS, Section 1013.33, Florida Statutes, requires that the location of public educational facilities must be consistent with the comprehensive plan and implementing land development regulations of the appropriate local government; and

WHEREAS, Section 163.3177(6)(h), Florida Statutes, requires each local government to adopt an intergovernmental coordination element as part of their comprehensive plan that states principles and guidelines to be used in the accomplishment of coordination of the adopted comprehensive plan with the plans of the school boards, and describes the processes for collaborative planning and decision making on population projections and public school siting; and

WHEREAS, Sections 163.31777 and 1013.33(2), Florida Statutes, further require each county and the non-exempt municipalities within that county to enter into an interlocal agreement with the district school board to establish jointly the specific ways in which the plans and processes of the district school board and the local governments are to be coordinated; and

WHEREAS, it is mutually beneficial for the County, City, and School Board to support efforts that facilitate coordination of planning for the location and development of public educational facilities to serve the children of Escambia County and to ensure that the impacts of new development occur only in accordance with the ability of the County, City and School Board to maintain adequate level of service standards; and

WHEREAS, Sections 1013.33(1), 163.31777, and 163.3180, Florida Statutes, require coordination of

planning between the school boards and local governing bodies to ensure that new or expanded public educational facilities are coordinated in time and place with plans for residential development concurrently with other necessary services; and

WHEREAS, public schools should be provided in proximity to the actual and projected population of school age children to be served by such schools; and

WHEREAS, the City or County have determined that schools define urban form and create a sense of place in a community and are the cornerstones of effective neighborhood design and a focal point for the development of neighborhood plans and improvements including, but not limited to, parks, recreation, libraries, children's services and other related uses; and

WHEREAS, the School Board has determined that the location of schools, as part of stable and well designed neighborhoods, enhances educational programs, encourages community support and supports safe, secure and effective educational environments for the children that utilize these facilities: and

WHEREAS, the City or County are responsible for planning and providing other essential public facilities and will provide facilities in support of public school facilities and programs; and

WHEREAS, the County, City, and School Board have met and coordinated to develop a countywide, uniform school development impact program; and

WHEREAS, the School Board is obligated to maintain and implement a financially-feasible, 5-Year Work Plan based on the level of service standards provided for in this Agreement; and

WHEREAS, the City or County are required to amend their comprehensive plans and land development regulations, as appropriate and necessary, in order to effectuate their obligations under this Agreement and state statutes; and

WHEREAS, the School Board has a constitutional and statutory obligation to provide a uniform system of free public schools on a county wide basis; and

WHEREAS, this Agreement neither is intended to nor does it delegate or transfer any land use planning or regulatory authority to the School Board; and

WHEREAS, the School Board, City and County enter into this agreement in fulfillment of their statutory requirements and in recognition of the benefits accruing to their citizens and students described above;

**NOW THEREFORE**, be it mutually agreed between the School Board, the County, and the City that the following procedures will be followed in coordinating land use and public school facilities planning:

## Section 1. Joint Meetings

February 1

December 1

**April 1** 

- 1.1 A staff working group of the County, School Board, and City Local Planning Agency, or their appointee, will meet on an as needed basis but not less than semi-annually to discuss issues and formulate recommendations regarding coordination of land use and school facilities planning, including such issues as population and student projections, development trends, school needs, the implementation of school capacity availability plan co-location and joint use opportunities, and ancillary infrastructure improvements needed to support the school and ensure safe student access. Representatives from the West Florida Regional Planning Council will also be invited to attend. At least one of the staff working group meetings will be held prior to April 1st each year to review subsequent school-related element amendments as required in Section 3.3. Escambia County will coordinate meeting arrangements and provide notification for the staff working group meetings.
- 1.2 One or more representatives of the County Commission, the governing body of each City, and the School Board will meet on an as needed basis but not less than annually in joint workshop sessions. The joint workshop sessions will be opportunities for the County Commission, the City and the School Board to hear reports, discuss policy, set direction, and reach understandings concerning issues of mutual concern regarding coordination of land use and school facilities planning, including population and student growth, growth and development trends, school needs, off-site improvements, joint use opportunities, and the effectiveness with which the ILA is being implemented. Escambia County will coordinate meeting arrangements and provide notification for these workshops.

# CALENDAR OF KEY ANNUAL DEADLINES

and any proposed amendments to the school-related comprehensive plan provisions

August 1 School Board provides Tentative Educational Facilities Plan to City or County for review

September 1 City and County provide School Board with comments, if any, on Tentative Educational Facilities Plan

September 30 School Board's adoption of Educational Facilities Plan

Update of Five-Year Capital Facilities Plan adopted into City and County's comprehensive plans (NOTE: WORK PLAN No change to the Comprehensive Plan. Adopted as an update via an un-codified ordinance

City's and County's Growth Reports to School Board

Staff working group meeting re enrollment projections

annually by the BOCC)

# Section 2. Student Enrollment and Population Projections

- 2.1 In fulfillment of their respective planning duties, the County, City, and School Board agree to coordinate and base their plans upon consistent projections of the amount, type, and distribution of population growth and student enrollment. Countywide five-year population and student enrollment projections shall be revised annually and provided at the first staff working group meeting described at subsection 1.1.
- 2.2 The School Board staff shall utilize the Department of Education (DOE) five-year countywide student enrollment projections.
- 2.3 The School Board, working with the City or County will consider the use of the information described in Section 3 to allocate projected student enrollment into the current school attendance zones so that the district-wide projections are not exceeded. The school attendance zones are established by mutual consent of the school district staff and local government staff as indicated in Section 4.6. The allocation of projected student enrollment will be determined at the first staff meeting described in subsection 1.1.
- 2.4 The School Board staff will evaluate growth and development trends prepared by the City or County. The School Board staff, working with the City or County staffs, will develop and apply student generation multipliers for residential units by type for schools of each type. The student generation rates shall be updated every year. The school enrollment projections will be included in the educational facilities plan provided to the City or County each year as specified in subsection 3.1 of this agreement.

# Section 3. Coordinating and Sharing of Information

- 3.1 Tentative District Educational Facilities Plan: On August 1st of each year, the School Board shall submit to the City or County the tentative district educational facilities plan prior to adoption by the Board. The plan will be consistent with the requirements of Section 1013.35, Florida Statutes, and include projected student populations apportioned geographically, an inventory of existing school facilities, projections of facility space needs, information on relocatables, general locations of new schools for the 5, 10, and 20-year time periods, and options to reduce the need for additional permanent student stations. The plan will also include a financially feasible district facilities work program for a 5-year period. The City and County shall review the plan and comment to the School Board within thirty (30) days on the consistency of the plan with the local comprehensive plan, whether a comprehensive plan amendment will be necessary for any proposed educational facility, and whether the local government supports a necessary comprehensive plan amendment. If the local government does not support a comprehensive plan amendment, the matter shall be resolved pursuant to Section 9 of this agreement.
- 3.2 Educational Plant Survey: Six (6) months prior to the expiration of the Educational Plant Survey and during the update process, the staff working group established in subsection 1.1 will assist the School Board in an advisory capacity in the preparation of the update. The Educational Plant Survey shall be consistent with the requirements of Section 1013.31, Florida Statutes, and include at least an inventory of existing educational facilities, recommendations for new and existing facilities, and the general location of each in coordination with the land use plan. The staff working group will evaluate and make recommendations regarding the location and need for new, significant renovation or expansion, and closures of educational facilities, and the consistency of such plans with the local government comprehensive plan and relevant issues listed at

subsections 5.3, 7.6, 7.7, and 8.1 of this agreement.

- 3.3 Growth and Development Trends: Annually, the local governments will provide the School Board with a report on growth and development trends within their jurisdiction. To the extent feasible, the reports should be provided in geographic information system compatible format for the purpose of geo-referencing the information in a format that is agreeable to the local governments and School Board. This report will be in tabular, graphic, and textual formats and may include the following:
  - a. the type, number, and location of residential units which have received zoning approval, final subdivision and site plan approval;
  - b. information regarding future land use map amendments;
  - c. building permits and certificate of occupancy data for residential dwellings issued for the preceding year and their location;
  - d. summary of vested rights determinations and other actions that affect demands for public school facilities;
  - e. information regarding the conversion or redevelopment of housing or other structures into residential units which are likely to generate new students and reflects existing land use; and
  - f. the identification of any development orders issued.

# Section 4. Coordinating School Capacity with Growth

- 4.1 This section establishes the mechanisms for coordinating the development, adoption and amendment of the Escambia County School Board's 5-Year Work Plan, as well as intergovernmental coordination and capital improvements elements of the City or County comprehensive plans, in order to implement uniform district-wide school capacity planning based on school attendance zones.
- 4.2 Coordination of school capacity with growth will be accomplished using the same public school facilities data and analysis, and adoption of uniform and identical Level of Service (LOS) standards in each local government jurisdiction. In addition, it is the intent that uniform standards for school capacity availability system be adopted in the land development regulations of each local government to ensure a coordinated and consistent application of school review.

Once adopted, the County, City and School Board staffs shall annually review progress made toward the implementation of the coordinating and sharing of information as set forth in Section 3 of this Agreement, including a review of the data and analysis (e.g. population projections, student generation factors, future land use map amendments, permitting data, etc.), LOS standards, school attendance zone boundaries, and other relevant information and data. If one or more of the above listed parties desire to initiate a modification requiring an amendment to the ILA the following process shall be followed:

a. The submitting party or parties shall provide a summary of the requested modifications and the impact of the modifications on the ILA and school development impact systems of the remaining parties.

- b. Within sixty (60) days of its receipt of the proposed modifications from the submitting party or parties, the reviewing parties shall provide written comments regarding the proposed modifications, and whether it consents or objects to the proposed modifications. If it objects, the reviewing party or parties shall provide reasons for its objections, and conditions that may result in the reviewing party or parties consenting to the proposed modifications.
- c. If the submitting party or parties and the reviewing party or parties are unable to resolve any disagreements and ultimately consent to the proposed modifications, the matter will be addressed through the dispute resolution process set forth in Section 9 of this Agreement.
- d. The County, City, and School Board agree that once a proposed modification has the consent of all other parties, or is determined to be appropriate through the dispute resolution process, each party will initiate changes required to implement the proposed modification to include any necessary comprehensive plan amendment(s), work program adjustments, and any other regulatory changes necessary to implement the modification.

#### 4.3 Definitions

The terms used in this section shall be defined as follows:

- a. Available school capacity—the circumstance where there is sufficient permanent school capacity, based on adopted LOS standards, to accommodate the demand created by a proposed development.
- b. Capacity As defined in the FISH Manual, the number of students that may be housed in a facility at any given time based on a utilization percentage of the total number of existing satisfactory student stations.
- c. Existing school facilities school facilities constructed and operational at the time a completed application for residential development is submitted to the County or City.
- d. FISH Manual the document entitled "Florida Inventory of School Houses (FISH)," most recent edition, and that is published by the Florida Department of Education, Office of Educational Facilities (hereinafter the "FISH Manual").
- e. Permanent FISH Capacity—Includes permanent buildings and Modular Capacity for modular buildings, which are Type II Non-combustible and have a 40 year life span. Excludes relocatables/portables.
- f. Permanent building As defined in the FISH Manual, a structure built with a fixed foundation that has permanently attached walls, roof, and floor that cannot be moved or transported as a unit or in sections.
- g. Planned school facilities school facility capacity that will be in place or under actual construction within three (3) years after the issuance of final subdivision or site plan approval, pursuant to the School Board's adopted 5-Year Work Plan.
- h. Previously Approved Developments development approved as follows:

- (i) Single-family lots of record; master plans that have received approval prior to the effective date of the initial Public School Facilities Element (PSFE); and single family subdivision plats actively being reviewed or that have received preliminary plat approval at the time of the adoption of the initial PSFE.
- (ii) Residential developments that have received final site plan approval prior to the effective date of the initial PSFE, or residential site plans actively being reviewed at the time of the adoption of the initial PSFE.
- i. Reserved capacity—School facility capacity set aside for a development including previously approved development or vested development that impacts schools but that is exempt from the terms of the ILA.
- j. School Attendance Zones The areas within which an evaluation is made by the local governments, in coordination with the School Board, whether adequate school capacity is available based on the adopted LOS standards.
- k. Total School facilities Existing school facilities and planned school facilities.
- l. Used capacity—School facility capacity consumed by or reserved for development that has been approved for development.
- m. 5-Year Work Program the financially feasible 5-year school district facilities work program adopted pursuant to section 1013.35, Florida Statutes. Financial feasibility shall be determined using professionally accepted methodologies.

## 4.4 Level of Service Standards

- a. The uniform methodology for determining if a particular school is over capacity shall be determined by the School Board. The level of service standards includes one component: FISH permanent capacity (excludes portables).
- b. Modification of the adopted LOS standards shall only be accomplished through an amendment to the ILA. The procedure for proposing a change to the adopted LOS standards shall follow the process outlined above in Section 4.2.
- c. The uniform, district-wide level-of-service standards are initially set as follows:

TINTERCOF STAFFOXOIL	
Existing or New Schools	100% of permanent FISH capacity
Centers (Special Purpose)	100% of permanent FISH capacity or the level of service based on the student/teacher ratios dictated by specific programs, whichever is lowest.

Potential amendments to these levels-of-service standards shall be considered at least annually at the staff working group meeting to take place no later than April 1st of each year. If there is a consensus to amend any level-of-service standards, it shall be accomplished by the execution of an amendment to this ILA by all parties. The amended level-of-service shall not be effective until the amended ILA is fully executed and filed with the Clerk of the Circuit Court of Escambia County.

- d. In evaluating a subdivision plat or site plan for school capacity, any relevant programmed improvements in the 5-Year Work Plan shall be considered available capacity for the project and factored into the level-of-service analysis.
- e. The School Board shall ensure, to the extent practicable, the maximum utilization of permanent FISH capacity at the level of service standard, taking into account minimizing transportation costs, limiting maximum student travel times, the effect of court-ordered desegregation plans, and achieving socio-economic, racial and cultural diversity objectives. Maximum utilization refers to distributing students among the existing available capacity at the level of service standard as evenly as possible. Methods for the School Board to maximize utilization may include student attendance zone changes, school choice, expansion of existing facilities that are below the established level of service for a school of the same type, or other educationally acceptable teaching and/or scheduling methods.

### 4.5 School Impact Service Areas

a. For traditional schools: elementary (K-5), middle (6-8), combination (K-8) and high schools (9-12), the school service areas shall be the entire school district by service level, elementary, middle, and high school. For nontraditional schools and special purpose centers the school impact service area will be district-wide.

### 4.6 Determination of Adequate School Capacity

a. The City or County shall amend the development impact management systems in their land development regulations to require that all new residential units be reviewed for school concurrency capacity availability at the time of final plat or site plan (or functional equivalent) approval. The City or County may choose to provide an informational assessment of school capacity availability at the time of pre-application, but the test of school capacity availability shall be at preliminary plat. The County or City shall not deny a final plat or site plan (or functional equivalent) for the failure to achieve and maintain the adopted level-of-service for public school capacity where:

- (i) adequate school facilities will be in place or under actual construction within three (3) years after the issuance of the final plat or site plan (or functional equivalent);
- (ii) adequate school facilities are available in an adjacent service area and the impacts of development shall be shifted to that area consistent with subsection c.; or
- (iii) the developer executes a legally binding commitment, directed toward a project on the School Board's financially feasible 5-Year Work Plan, to provide mitigation proportionate to the demand for public school facilities to be created by the actual development of the property subject to the final plat or site plan (or functional equivalent).

However, this amended ILA shall not be construed to limit the authority of the City or County to deny the final plat or site plan (or functional equivalent) for reasons other than failure to achieve and maintain the adopted level-of-service for public school capacity. The City or County, in consultation with the School Board, shall also amend their development impact systems in their land development regulations to address public school facilities, so that the annual monitoring reports provided to their governing bodies shall cover schools as well as other facilities within sixty (60) days of the effective date of the adoption of amendment to the ILA.

- b. The School Board shall be responsible for conducting the school capacity availability review and determining whether there is adequate school capacity for each level of school to accommodate the proposed development based on the adopted level of service standards, the school attendance zones and other standards set forth in this agreement and in the land development regulations as follows:
  - (i) Calculate total school capacity by adding the capacity provided by existing school facilities to the capacity of any planned school facilities in the first 3 years of the School Board's financially feasible 5-Year Work Plan.
  - (ii) Calculate available school capacity by subtracting from the total capacity the sum of:
    - a) Used capacity:
    - b) The portion of reserved capacity projected to be developed within three vears;
    - c) The demand on schools created by the proposed development.
  - c. In the event that the School Board finds there is not sufficient capacity in the affected school attendance zone or an adjacent concurrency service area school attendance zone to address the impacts of a proposed development, the following steps shall apply;
    - (i) the project must provide capacity enhancement sufficient to assure levels of service standards are achieved and maintained through proportionate share mitigation;
    - (ii) the project must be delayed to a date when capacity enhancement and level-of-service can be assured; or
    - (iii) a condition of approval of the site plan or preliminary plat (or functional equivalent) shall be that the project's development plan and/or building permits shall be delayed to a date when capacity enhancement and level-of-service can be assured.

d. Mitigation shall not be required when the adopted level of service standard cannot be met in a particular school attendance zone if the needed capacity for the development is available in one or more contiguous school attendance zones and the impacts of the development can be shifted to that school attendance zone. Where more than one concurrency school attendance zone is available to accommodate student impacts, the school board shall take into account the following factors: minimizing transportation costs, limiting maximum student travel times, the effect of desegregation plans, achieving socio-economic, racial and cultural diversity objectives, and recognizing the capacity commitments resulting from the city or county's development approvals for the school attendance zone and for contiguous school attendance zones.

# 4.7 Proportionate Share Mitigation

- a. Options for providing proportionate share mitigation for any approval of additional residential dwelling units that triggers a failure of level-of-service for public school capacity will be specified in the County's and City's land development codes and this ILA. The amount of mitigation required shall be determined by the most current cost per student station applicable to Escambia County and where applicable shall include land costs. Options shall include the following:
  - (i) contribution of or payment for acquisition of new or expanded school sites;
  - (ii) construction or expansion of permanent school facilities;
  - (iii) mitigation banking, the creation of mitigation banking based on the construction of a public school facility in exchange for the right to sell excess capacity credits.
  - (iv) charter schools, provided they are constructed to State Requirements for Educational Facilities (SREF) standards, so that it can be relied on over the longer term as public school capacity, designed to whatever minimum size and specifications established by the School District to ensure that if the Schools District is required it can efficiently operate the school.
- b. In the event that the School Board reports that mitigation may be accepted in order to offset the impacts of a proposed development, where the LOS standards set forth in this Agreement otherwise would be exceeded, the following procedure shall be used.
  - (i) The applicant shall initiate in writing a mitigation negotiation period with the School Board in order to establish an acceptable form of mitigation, pursuant to Section 163.3180, Florida Statutes, and this ILA.
  - (ii) The following standards apply to any mitigation accepted by the School Board:
    - a) Proposed mitigation must be directed toward a permanent school capacity improvement identified in the School Board's financially feasible 5-Year Work Plan, which satisfies the demands created by the proposed development.
    - b) Mitigation shall be assured by a legally binding agreement between the School Board, the relevant local government, and the applicant executed prior to issuance of any building permit for the project.

- c) Relocatable classrooms will not be accepted as mitigation.
- c. The applicant's total proportionate-share mitigation obligation to resolve a capacity deficiency shall be based on the following formula, for each school level: multiply the number of new student stations required to serve the new development by the average cost per student station. The average cost per student station shall include school facility development costs and land costs. The applicant's proportionate-share mitigation obligation will be credited toward any other impact fee imposed by local ordinance for the same need, on a dollar-for-dollar basis, at fair market value.

# Summary of the Capacity Evaluation and Proportionate Share Mitigation:

Step 1: Determine the number of students to be generated by the development

Number of Dwelling Units (DU) in the proposed development (by unit type)

## **MULTIPLIED BY**

Student Generation Rate (by type of DU and by School Type)

## **EQUALS**

Number of Student Stations needed to serve the proposed development

Step 2: Compare the available capacity to the number of student stations calculated in Step 1 to assess the need for mitigation

Available Capacity

#### **MINUS**

The Number of new Student Stations needed to accommodate the proposed development

#### **EOUALS**

The shortfall (negative number) or surplus (positive number) of capacity to serve the development

- Step 3: Evaluate the available capacity in contiguous service areas. If Step 2 results in a negative number, repeat that step for one or more contiguous service areas. If this step results in a negative number, then proceed to step 4 to calculate the proportionate share mitigation.
- Step 4: Calculate proportionate share mitigation

Needed additional Student Stations from Step 3

#### **MULTIPLIED BY**

Average cost per Student Station

#### **EOUALS**

Proportionate-Share Mitigation Obligation

d. If within 90 days of the date the applicant initiates the mitigation negotiation period, the applicant and the School Board are able to agree to an acceptable form of mitigation, a legally binding

mitigation agreement shall be executed, which sets forth the terms of the mitigation, including such issues as the amount, nature, and timing of donations, construction, or funding to be provided by the developer, and any other matters necessary to effectuate mitigation in accordance with this Agreement. The mitigation agreement shall specify the amount and timing of any impact fee credits or reimbursements that will be provided by the County as required by state law.

- e. If after 90 days the applicant and the School Board are unable to agree to an acceptable form of mitigation, the School Board will report an impasse to the County in writing and the County will not issue a School <u>Capacity</u> Determination for the proposed development.
- f. The School Board may grant two (2) 90-day extensions to the mitigation negotiation period.
- g. Mitigation must be proportionate to the demand for public school facilities to be created by actual development of the property.

## Section 5. School Site Selection, Significant Expansions, and Potential School Closures

- 5.1 The School Board tasks the Superintendent to appoint a committee to review potential sites for new schools and proposals for significant expansions and potential closure of existing schools. Based on information gathered during the review, the Committee will submit recommendations to the Superintendent or designee. The Committee will meet on an as needed basis.
- 5.2 When the need for a new school is identified in the district educational facilities plan, the appointed committee will review and provide comments on the list of potential sites in the area of need. The list of potential sites for new schools and the list of schools identified in the district educational facilities plan for significant expansion and potential closure will be submitted to the local government with jurisdiction for an informal assessment regarding consistency with the local government comprehensive plan, including, as applicable: environmental suitability, transportation and pedestrian access, availability of infrastructure and services, safety concerns, land use compatibility, consistency with community vision, and other relevant issues. In addition, the issues identified in subsection 5.3 of this agreement will be considered by both the local government and appointed committee as each site or school is evaluated. Based on the information gathered during this review for new schools the Committee will make a recommendation to the Superintendent or designee of one or more sites in order of preference. For significant renovations and potential closures, the Committee will make appropriate recommendations.
- 5.3 The following issues will be considered by the appointed committee, the School Board, and the Local Governments when evaluating new school sites and significant expansion and potential closure of existing schools:
  - a. The location of schools proximate to urban residential development and contiguous to existing school sites, and which provide logical focal points for community activities and serve as the cornerstone for innovative urban design, including opportunities for shared use and collocation with other community facilities;
  - b. The location of elementary schools proximate to and within walking distance of the residential neighborhoods served;

- c. The location of high schools on the periphery of residential neighborhoods, with access to major roads;
- d. Compatibility of the school site with present and projected uses of adjacent property;
- e. Whether existing schools can be expanded or renovated to support community redevelopment and revitalization, efficient use of existing infrastructure, and the discouragement of urban sprawl;
- f. Site acquisition and development costs;
- g. Safe access to and from the school site by pedestrians and vehicles;
- h. Existing or planned availability of adequate public facilities and services to support the school;
- i. Environmental constraints that would either preclude or render cost infeasible the development or significant renovation of a public school on the site;
- j. Adverse impacts on archaeological or historic sites listed in the National Register of Historic Places or designated by the affected local government as a locally significant historic or archaeological resource;
- k. Whether the site is well drained and the soils are suitable for development or are adaptable for development and outdoor educational purposes with drainage improvements;
- 1. Whether the proposed location is in conflict with the local government comprehensive plan, stormwater management plans, or watershed management plans;
- m. Whether the proposed location is within a velocity flood zone or floodway, as delineated in the applicable comprehensive plan;
- n. Whether the proposed site can accommodate the required parking, circulation and queuing of vehicles;
- o. Whether the proposed location lies outside the area regulated by Section 333.03, Florida Statutes, regarding the construction of public educational facilities in the vicinity of an airport.

When evaluating new school sites, significant expansion, and potential closure of schools, the School Board reserves the right to proceed in such matters by establishing separate working groups from the members of the Committee and/or other representatives as deemed appropriate by the Committee.

5.4 At least 60 days prior to acquiring or leasing property that may be used for a new public educational facility, the School Board shall provide written notice to the local government with jurisdiction over the use of the land. The local government, upon receipt of this notice, shall notify the School Board within thirty (30) days if the proposed new school site is consistent with the land use categories and policies of the local government's comprehensive plan. This preliminary notice does not constitute the local government's determination of consistency pursuant to section 1013.33, Florida Statutes.

# Section 6. Supporting Infrastructure

6.1 In conjunction with the preliminary consistency determination described in subsection 5.4 of this agreement, the school board and affected local governments will jointly determine the need for and timing of on-site and off-site improvements necessary to support each new school or the proposed significant expansion of an existing school, and will enter into a written agreement as to the timing, location, and the party or parties responsible for constructing, operating and maintaining the required improvements.

# Section 7. <u>Local Planning Agency</u>, <u>Comprehensive Plan Amendments</u>, <u>Rezonings</u>, and <u>Development</u> Approvals

- 7.1 The City or County will include a nonvoting representative appointed by the School Board on the local planning agencies, or equivalent agencies, to attend those meetings at which the agencies consider comprehensive plan amendments and rezonings that would, if approved, change residential density on the property that is the subject of the application. The City and County may at their discretion grant voting status to the School Board member. The School Board representative will be provided the agenda for each meeting along with any background materials in order to determine which meetings require their attendance. The County and/or City will indicate if the School Board representative is desired due to the circumstances of any particular case.
- 7.2 The School Board will appoint a representative to serve on the County's staff development review committee, or equivalent body. In addition, the School Board representative will be invited to participate in the City's staff development review committees, or equivalent body, when development and redevelopment proposals are proposed which could have a significant impact on student enrollment or school facilities. The City or County shall notify the School Board of all residential or mixed use site plan or subdivision applications for final plat approval 10 working days prior to the development review committee, or equivalent body, review of the application. The School District shall provide a determination regarding available school capacity no later than the development review committee, or equivalent body, meeting.
- 7.3 The City or County agree to give the School Board notification of land use applications, rezonings, and developments of regional impact pending before them that may affect student enrollment, enrollment projections, or school facilities. Such notice will be provided at least thirty (30) days prior to approval of the application. This notice requirement applies to amendments to the comprehensive plan future land use map, rezonings, and developments of regional impact.
- 7.4 Within fourteen (14) days after notification by the local government, the School Board Staff in coordination with the representative to Planning Boards will advise the local government of the school enrollment impacts anticipated to result from the proposed land use application, rezoning, or development of regional impact as described in 7.3, and whether sufficient capacity exists or is planned to accommodate the impacts. School capacity will be reported consistent with State Requirements for Educational Facilities.
- 7.5 If sufficient capacity is not available or planned to serve the proposed land use, rezoning, or development of regional impact, the School Board will consider how it proposes to meet the anticipated student enrollment demand. Site plan and subdivisions will be reviewed for available school capacity following the procedures in Section 4.

- 7.6 In reviewing and approving comprehensive plan amendments, rezonings, and development proposals, the City or County will consider the following issues:
  - a. School Board comments;
  - b. Available school capacity or planned improvements to increase school capacity;
  - c. The provision of school sites and facilities within planned neighborhoods;
  - d. Compatibility of land uses adjacent to existing schools and reserved school sites;
  - e. The co-location of parks, recreation and neighborhood facilities with school sites;
  - f. The linkage of schools, parks, libraries and other public facilities with bikeways, trails, and sidewalks for safe access;
  - g. Traffic circulation plans which serve schools and the surrounding neighborhood;
  - h. The provision of off-site signalization, signage, access improvements, and sidewalks to serve schools; and
  - i. The inclusion of school bus stops and turnarounds.
- 7.7 In formulating community development plans and programs, the City or County will consider the following issues:
  - a. Giving priority to scheduling capital improvements that are coordinated with and meet the capital needs identified in the School Board district educational facilities plan;
  - b. Providing incentives to the private sector to identify and implement creative solutions to developing adequate school facilities in residential developments;
  - c. Targeting community development improvements in older and distressed neighborhoods near schools; and
  - d. Working to address and resolve multi-jurisdictional public school issues.
- 7.8 The County and the School Board adopted a separate interlocal agreement to define the applicable site development plan review requirements for projects initiated by the School Board on March 1, 2005.

# Section 8. Co-location and Shared Use

8.1 Co-location and shared use of facilities are important to both the School Board and local governments. The School Board will look for opportunities to co-locate and share use of school facilities and civic facilities when preparing the District Educational Facilities Plan. Likewise, co-location and shared use opportunities will be considered by the local governments when preparing the annual update to the comprehensive plan's

schedule of capital improvements and when planning and designing new, or renovating existing, community facilities. For example, opportunities for co-location and shared use with public schools will be considered for libraries, parks, recreation facilities, community centers, auditoriums, learning centers, museums, performing arts centers, and stadiums. In addition, co-location and shared use of school and governmental facilities for health care and social services will be considered.

8.2 The County and the School Board adopted a separate cooperative agreement on August 18, 2005 for a comprehensive system for joint use and maintenance of selected school grounds as recreational facilities. This agreement pledges to continue to develop and support joint program initiates that will facilitate the more effective and efficient delivery of services for the communities served by district schools.

# Section 9. Resolution of Disputes

9.1 If the parties to this agreement are unable to resolve any issue in which they may be in disagreement covered in this agreement, such dispute will be resolved in accordance with governmental conflict resolution procedures specified in Chapter 164 or 186, Florida Statutes.

### Section 10. Oversight Process

10.1 The staff working group described in Section 1.1 is assigned the responsibility to monitor the implementation of the ILA. Staff working group members shall be invited to attend all meetings referenced in Sections 1, 3, 4 and 5 and shall receive copies of all reports and documents produced pursuant to this ILA. All meetings of the staff working group shall be advertised in the local media to encourage public participation in this oversight process. The staff working group shall report annually to participating local governments, the School Board and the general public on the effectiveness with which the ILA is being implemented.

## Section 11. Effective Date

11.1 This ILA shall become effective when executed and filed in the Office of the Clerk of the Circuit Court of Escambia County, Florida. The County shall be responsible for filing the executed ILA.

# Section 12. Amendment and termination of Agreement

- 12.1 Any party may elect to withdraw from participation in this ILA upon official action of its governing body and after 30 days written notice to the other parties to this ILA.
- 12.2 Any party may request changes to this ILA. Such changes must be set forth in a written amendment executed by the parties hereto.

### Section 13. Expiration

13.1 The term of this ILA shall be for a period of ten years; provided however, that either party can request a review of the ILA every two years.

NOW IN WITNESS WHEREOF, this ILA has been executed by city of Pensacola and the School Board of Escambia County on this	and on behalf of Escambia County, the salf day of
School Board of Escambia County:	
By: Atricia Hightower Patricia Hightower Chair, School Board of Escambia County, Florida	APPROVED FOR LEGAL CONTENT  FOR San 2015 AGENDA  DEC 172014
Attest: Malcolm Thomas Superintendent, Escambia County School District	GENERAL COUNSEL ESCAMBIA COUNTY SCHOOL BOARD
NOW IN WITNESS WHEREOF, this Interlocal Agreement ILA Escambia County, the city of Pensacola and the School Board of Escambia County:	
School Board of Escambla County.	
BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA	APPROVED ESCAMBIA COUNTY SCHOOL BOARD
	JAN 2 0 2015
Chair	MALCOLM THOMAS, SUPERINTENDENT VERIFIED BY RECORDING SECRETARY

Deputy Clerk

ENACTED:

EFFECTIVE:

NOW IN WITNESS WHEREOF, this ILA has been executed by and on behalf of Escambia County, the city of Pensacola and the School Board of Escambia County on this ______day of _________, 2015.

City of Pensacola:

By:

ATTEST: PAM CHILDERS

CLERK OF THE CIRCUIT COURT

City Manager, City of Pensacola

Attest:

City Clerk



Al-7919 Growth Management Report 12. 2.

BCC Regular Meeting Action

**Meeting Date:** 04/09/2015

**Issue:** At-Large Re-Appointment to the Escambia County Planning Board

**From:** Horace Jones, Department Director

**Organization:** Development Services

### **RECOMMENDATION:**

Recommendation Concerning an At-Large Re-Appointment to the Planning Board

That the Board approve re-appointing Rodger Lowery to the Escambia County Planning Board at-large position, effective April 16, 2015, through April 15, 2017.

### **BACKGROUND:**

The Escambia County Land Development Code, Article 2, Section 2.12.02 and 2.12.03 specify two-year staggered terms of office for at-large members of the Planning Board. Mr. Lowery was appointed to the Planning Board on July 10, 2014, to fill the unexpired term of Mr. Woodward.

Mr. Lowery has expressed a desire to continuing serving on the Planning Board. His resume is attached for your review.

### **BUDGETARY IMPACT:**

No budgetary impact is expected as a result of the recommended Board action.

### **LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

### PERSONNEL:

No additional personnel are required for implementation of this recommended Board action.

### POLICY/REQUIREMENT FOR BOARD ACTION:

In accordance with Section 1, B. 1 Appointment Policy and Procedures, the Board of County Commissioners' Policy Manual, Board approval is required for all appointment/re-appointments to the Boards/Committees established by the Board of County Commissioners. The requested action complies with the LDC Article 2, Section 2.12.02 and Section 2.12.03, pertaining to terms of office for at-large members of the

Planning Board.

# **IMPLEMENTATION/COORDINATION:**

Upon appointment of the at-large member by the Board, the appointee will serve the required terms of office and fulfill the duties.

# **Attachments**

Lowery Resume

### Judy H. Witterstaeter

From: Sent: Rodger Lowery [rlowery@flag1.net] Tuesday, February 18, 2014 10:51 AM

To:

Judy H. Witterstaeter

Subject:

FW: Escambia County Board of Adjustment and Planning Board Appointment

Attachments:

Letter for Consideration of Appointment to County Boards to County Commissioners.pdf;

Resume.pdf

Judy,

Please let me know if you receive this e-mail.

Thanks,

Rodger K. Lowery, MAI Fruitticher-Lowery Appraisal Group, Inc. 3000 Langley Avenue, Suite 402 Pensacola, Florida 32504 Phone (850) 477-0419, ext. 101 Fax (850) 477-7931

From: Rodger Lowery [mailto:rlowery@flag1.net]
Sent: Tuesday, February 18, 2014 10:34 AM

To: 'jhw@myescambia.com'

Subject: Escambia County Board of Adjustment and Planning Board Appointment

Commissioners.

Please accept the attached letter and resume as my interest in serving one of the two boards noted above. Once you have had a chance to review, if you have any questions please do not hesitate to e-mail or call my cell at (850) 982-9032. Thanks for your consideration and I look forward to working in service for the community.

Respectfully submitted,

Rodger K. Lowery, MAI Fruitticher-Lowery Appraisal Group, Inc. 3000 Langley Avenue, Suite 402 Pensacola, Florida 32504 Phone (850) 477-0419, ext. 101 Fax (850) 477-7931



3000 LANGLEY AVENUE * SUITE 402 * PENSACOLA, FLORIDA 32504 * (850) 477-0419 * FAX (850) 477-7931 www.fruitticherloweryappraisalgroup.com

February 18, 2014

County Commissioners Escambia County Commission 221 Palafox Place, Suite 400 Pensacola, Florida 32502

Dear Commissioners,

As a native of the Pensacola area and an established business owner in the community, I would like to submit this letter and my qualifications for consideration of appointment to the County Planning Board or the County Board of Adjustments. It is my understanding that the Commissioners will be considering appointments as needed and these are two Boards I would be interested in serving.

My qualifications or resume include being co-owner of the Fruitticher-Lowery Appraisal Group in Pensacola since 1997 and have worked as a commercial and residential real estate appraiser in the area since 1991. I also remain a licensed real estate broker and have been involved in several projects over the years. Primarily my services have included the valuation of residential and commercial properties throughout the area to include existing and proposed developments.

In addition to my day-to-day operations, I have served on several civic boards as well as the City of Pensacola's Zoning Board of Adjustment for approximately eight years from 1998 to 2006. The combination of my experience with the Zoning Board of Adjustment as well as my knowledge and experience with the impacts, or lack thereof, of new development on surrounding properties would be a benefit to the two County Boards requested.

I am attaching a copy of my qualifications as an appraiser which also indicates the various boards that I have served. Please accept this letter as a request to serve the residents of our County on either of the two Boards. If additional information is needed to support my qualifications for service, please do not hesitate to call or e-mail and I will respond



County Commissioners February 18, 2014 Page Two

immediately. Thank you for your consideration and I look forward to the possible service to our community.

Respectfully submitted,

Rodger K. Lowery

RLowery@FLAG1.Net

800 Ft. Pickens Road, Unit 101 Pensacola Beach, Florida 32561

Phone (850) 982-9032

### **QUALIFICATIONS AS AN APPRAISER**

### RODGER K. LOWERY, MAI

### **EDUCATION**

Bachelor of Science Degree - 1991 Florida State University
Tallahassee, Florida

### Core Courses - Real Estate Major

Real Estate Feasibility Analysis, Real Estate Market Analysis, Real Estate Finance, Real Estate Appraisal, Legal Environment of Real Estate, Commercial Bank Administration, Urban Planning and Growth Management, Comprehensive Planning

### **Appraisal Institute Courses:**

110: Appraisal Principles – 1994, 120: Appraisal Procedures – 1994, 310: Basic Income Capitalization – 1993, 410/420: Standards of Professional Practice – 1992, 430: Standards of Professional Practice Part C – 1999, 510: Advanced Income Capitalization – 1993, 520: Highest and Best Use and Market Analysis – 2000, 530: Advanced Sales Comparison and Cost Approaches – 1998, 540: Report Writing and Valuation Analysis – 1994, 550: Advanced Applications - 1994

### **Appraisal Institute Seminars**

Reassigning, Readdressing and Reappraising – 2005, Florida Core Law Update – 2010, National USPAP Update Course – 2010, Supervisor/Trainee Roles and Relationships – 2010, Data Confirmation and Verification Methods – 2001, Scope of Work and Business Practices and Ethics – 2005, Effective Report Writing – 2003, Intro. To GIS Appl. For Real Estate – 2006, Analyzing Operating Expenses – 2006, Feasibility, Market Value, Investment Timing: Option Value – 2007, Using Your HP12C Financial Calculator – 2007, Online Data Verification Methods – 2009, Online Appraisal of Nursing Facilities – 2009, Analyzing the Effects of Environmental Contamination on Real Property – 2010, Online Appraisal Curriculum Overview – General – 2011, Online Appraisal Curriculum Overview – Residential – 2011, Online Business Practices and Ethics – 2011, Online Comparative Analysis – 2011, Online Subdivision Valuation – 2011, Online Real Estate Appraisal Operations – 2011, USPAP Update – 2012, Small Hotel/Motel Valuation - 2012

### APPRAISAL EXPERIENCE

5/97 - Present

Residential and Commercial Real Estate Appraiser, Fruitticher-Lowery Appraisal Group (Owner/Appraiser). Performing commercial and residential real estate appraisals, reviews and consultations. Specializing in the Northwest Florida and South Alabama markets.

### APPRAISAL EXPERIENCE (Cont'd.)

6/95 - 4/97	Residential and Commercial Real Estate Appraiser, RKL
	Appraisal Services, Inc. (President). Performing
	commercial and residential real estate appraisals, reviews
	and consultations. Specializing in the Northwest Florida
	and South Alabama markets

Commercial Real Estate Appraiser, <u>Laureate Realty Services</u>, <u>Inc.</u> (Formerly <u>Camp and Company</u>), Mobile, Alabama. Income analysis and appraisal of neighborhood, community and regional shopping centers, malls, multitenant office buildings, apartments and hotels. Properties located in the southeast region, primarily Florida, Alabama, Mississippi and Louisiana.

Residential and Commercial Real Estate Appraiser, M. Eugene Presley and Associates. Commercial and residential fee appraiser. Responsibilities include the valuation of commercial properties, vacant commercial land, large acreage tracts, and environmentally sensitive properties. Numerous eminent domain appraisals, specifically including the Burgess Road and Airport Boulevard DOT projects. Eminent domain appraisals performed for the property owners.

Commercial Real Estate Appraiser, <u>Marshall Appraisals</u>, <u>Inc.</u> Associate appraiser. Responsibilities include the valuation of office buildings, banks, hotels, and other large commercial properties throughout Florida.

Research Assistant, <u>State of Florida</u>. Office of the <u>Auditor General</u>, <u>Division of Real Estate</u>. Responsibilities include the review of State of Florida county appraisal files audited by the Department of Revenue, as well as the review and confirmation of data within privately contracted appraisals performed for the Department of Natural Resources.

### Expert Witness Experience

U.S. Bankruptcy Court, Mobile, Alabama, U.S. District Court, Northern District of Florida, Circuit Court, Baldwin County, Circuit Court, Bay County, Circuit Court, Santa Rosa County, Florida, Circuit Court, Escambia County, Florida, Circuit Court, Okaloosa County, Florida

### Specialty Projects

Federal Express Facilities (Freight, Ground and Express)
Medical Facilities (Single and Multi-tenant Facilities)

6/95 - 9/96

9/92 - 5/95

12/91 - 9/92

4/91 - 12/91

### PROFESSIONAL LICENSES/AFFILIATIONS

Designated MAI Member, Appraisal Institute, Member #11029

State-Certified General Real Estate Appraiser, State of Florida, License #RZ 0001922

State-Certified General Real Property Appraiser, State of Alabama, License #G00445

Real Estate Broker, State of Florida, License # BK0573361; FLAG Realty, Inc.

Real Estate Broker, State of Alabama, License #065378 (Reciprocal Brokers License)

Member - Pensacola Association of Realtors, Florida Association of Realtors and the

National Association of Realtors

Past Member - Home Builders Association of West Florida

Past Member - City of Pensacola Zoning Board of Adjustments

Member - Leadership Escambia And Pensacola (LEAP) Class of 2001

Past Member - American Diabetes Association of Northwest Florida, Board of Directors

Past Member - Fiesta of Five Flags, Board of Governors

Past Member – WSRE Planned Giving Council, Board of Directors

Past Member - Pensacola Chamber of Commerce Relocation Committee

### **CLIENTS**

American Equity Investments LIC

American National Bank of Minnesota

First National Bank and Trust

Lehman Brothers

Saad Development Group Pen Air Federal Credit Union

Pen Air Federal Credit Union

Charter Bank

ServisFirst Bank

Southtrust Bank

Summit Bank

Regions Bank

Mark Bednar, Esquire

Lucado Law Firm

Whitaker, Mudd, Simms, Luke & Wells

Phillip Bates

Samuel Bearman, P.C.

**Beal Service Corporation** 

Clayton Bank and Trust

Community and Southern Bank

Grandbridge Realty Services

Wade Ward Properties

Union Planters Bank

Centennial Bank

PNC Bank

**BBVA Compass Bank** 

SunTrust Bank

Iberia Bank

First National Bank of Baldwin County

Beroset and Keene, Attorneys at Law

Donald W. Stewart, P.C.

Brogdon, Davis and Adams

Armbrecht Jackson, LLP

Tyler & Hamilton



Al-7871 Growth Management Report 12. 3.

BCC Regular Meeting Action

Meeting Date: 04/09/2015

**Issue:** At-Large Appointment to the Escambia County Board of Adjustment

**Organization:** Development Services

### **RECOMMENDATION:**

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

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

A. Reappoint Timothy R. Bryan effective April 16, 2015, through April 15, 2017;

OR

B. Appoint Jesse Casey effective April 16, 2015, through April 15, 2017;

OR

C. Appoint William L. Lawrence effective April 16, 2015, through April 15, 2017.

### **BACKGROUND:**

The Escambia County Land Development Code, Article 2, Section 2.03.02 and 2.03.03 specify two-year staggered terms of office for at-large members of the Board of Adjustment. Mr. Bryan's term of office expires April 15, 2015, and requires appointment/re-appointment of an at-large member. Mr. Bryan has expressed a desire to serve another term on the Board of Adjustment. Mr. Casey and Mr. Lawrence have also expressed a desire to serve on the Board of Adjustment. Their resumes are attached for your review.

### **BUDGETARY IMPACT:**

No budgetary impacts are expected as a result of the recommended Board action.

### **LEGAL CONSIDERATIONS/SIGN-OFF:**

NA

### **PERSONNEL:**

No additional personnel are anticipated for the implementation of this recommended Board action.

# POLICY/REQUIREMENT FOR BOARD ACTION:

In accordance with the Section 1,B.1. <u>Appointment Policy and Procedures</u>, the Board of County Commissioners' Policy Manual, Board approval is required for all appointments/re-appointments to Boards/Committees established by the Board of County Commissioners. The requested action complies with the LDC Article 2, Section 2.03.02 and Section 2.03.03, pertaining to terms of office for at-large members of the BOA.

# **IMPLEMENTATION/COORDINATION:**

Upon appointment of the at-large member by the Board, the appointee will serve the required terms of office and fulfill the duties of their respective board membership.

### **Attachments**

Timothy Bryan Resume'
Jesse Casey Resume'
William L. Lawrence Resume'
Ballot

# Timothy R. Bryan

timothyrbryan@gmail.com 850.291.5523

Recent and on-going Activities 2014

President, The Bryan Group, initiating, facilitating and advising out-sourced international sales, marketing, investment and overseas manufacturing options for client companies and concerns. Market-making expertise recognized and contracted in Europe, Asia, Latin America, Canada and Australia.

Trustee, DB Foundation, managing director of all philanthropic, investment and relationship management activities for The Foundation.

Licensed Supreme Court of Florida Mediator, providing pro bono County Court mediation services in business disputes and court-filed civil actions; facilitate international private sector partnership and career mentoring clients.

Adjunct Professor, University of West Florida (UWF), most recently teaching Business Negotiations (MAN4441) at the undergraduate and graduate levels.

Professional Experiences

- -- Vice President, International Operations, The Ohio Art Company. Responsible for developing and executing sales and marketing strategies in over 65 countries, overseas sourcing rationalization, copyright and trademark issues, and profit/loss for this publicly-traded corporation, the oldest operating toy company in America.
- -- Senior U.S. Government Negotiator and team leader responsible for the successful 1995 Congressionally mandated return of WWII properties leased from the Governments of the United Kingdom and Bermuda ... achieved win-win settlement of environmental remediation issues, asset exchange valued at over \$150 Million, and preservation of a half century of mutual good will and international cooperation ... precedent setting in key regards resulting in awarding of the United States Government Legion of Merit.
- -- Visiting Professor and Executive in Residence, UWF, teaching in-class senior and graduate level courses in International Business (GEB4361), Marketing Strategies (MAR4308), Marketing Fundamentals (MAR3023), Business Negotiations (MAN4441) and Marketing Management (MAR6815) as the sole marketing faculty in the UWF MBA Program for 11 years. Highest ranked faculty member within the College of Business during national AACSB reacreditation.
- -- Visiting Professor University of Mannheim, Ludwigshafen campus, teaching undergraduate German business students international business (GEB4361), and German MBA students Marketing Management (MAR6815) over a 6 year period through 2011.
- -- Chief of Staff, Navy International Programs Office. Directed 1000-man Washington based organization in the transfer and sale of U.S. Navy equipments and services to foreign

governments. Led and oversaw the daily interface between Congress, State Department, embassies, host governments and U.S. defense contractors in the successful and profitable sale of naval technologies.

- -- Strategic and long-range planner for the Chief of Naval Operations, USN. Responsible for initiating, developing, and implementing Total Quality Management planning and decision processes at the senior most level of the U.S. Navy. Additionally, Managing Director of Technology Task Force of the Chief of Naval Operations Executive Panel, Washington D.C.
- Commanding Officer, Naval Air Station Bermuda. Senior U.S. Naval officer responsible for the leadership and management of over 2000 personnel, submitting and executing a \$25 Million annual operating budget, and maintaining over \$750 Million in capital assets. Directed the operation and support functions of the only civil or military airport in Bermuda. Personal successes in labor/union negotiations, family advocacy, marketing strategies, TQM, and crisis mediation.
- -- Navy Aviation squadron commanding officer and task group commander responsible for the annual fiscal management of over \$2M in operating funds, capital assets of \$350M and the leadership of 450 personnel; led flight operations in support of national tasking extending from the Western Pacific to the Persian Gulf; distinguished as #1 ranked squadron for both operational effectiveness and personnel resource management.
- -- Principal Congressional Advisor for the Secretary of the Navy. Monitored and responded to Congressional Committee activity associated with Navy programs, missions and installations; prepared, briefed, and backed up the Secretary during Navy posture statements before annual and special testimony hearings of the Authorization, Appropriations and other committees of the U.S. Congress; drafted Congressional and other statements and speeches for delivery by the Secretary of the Navy.
- -- Competitively selected 1989-1990 U.S. Navy Fellow to the Hoover Institution, Stanford University, representing and communicating Navy interests and positions to Stanford faculty and alumni, Hoover colleagues, and visitors to the Institution; simultaneously pursued post-Masters study at Stanford Business School.
- -- White House Cabinet Committee staffer and translator for Spanish speaking business and cultural opportunity development; interacted with senior White House officials and Spanish American organizations throughout the country in managing Administration efforts to enhance meaningful cross-cultural Latino participation throughout all levels of American society.

#### Education

Harvard University, Program on International Negotiation.

Stanford University, multi-disciplined research and post-Masters business/law study.

U.S. Naval Postgraduate School, Monterey, California, MS in International Affairs.

University of Maryland, BA in International Relations.

University of Barcelona, Spain, Undergraduate Exchange Student.

12/12/2012

Jesse Casey

6300 Hogan Road

Pensacola, Fl. 32526

Phone # 850-944-4444

### **Brief Resume / Work Experience History**

I have over forty years of, on hands construction experience. I started out at the tender age of thirteen, working after school with my father .By the time I reached eighteen, I was a carpenter foreman for H.R. Doty construction Company at NAS Pensacola Florida. I was a Project manager on several large projects such as, Creekside Apartments, here in Pensacola, Florida to some pre-fabed apartments in Meridian Ms. to, the country club at, Desert Horizon Country Club in Palm Desert Ca. From there I was flown to, L.A.Ca., and was interviewed for a position at Marble Hill Nuclear Power Plant in New Washington In., where I worked as a civil structural estimator/consultant to Public Service of In., for four years. I then returned to Pensacola and began working as a project manager for National Assistance Bureau out of Nashville Tenn. and was made an officer of that company, and I also became Vice President for Major Contracting out of Nashville Tenn. I traveled all over Georgia, Tenn., Alabama, and Florida, constructing Health Care facilities, Nursing Homes and Kidney Dialysis centers. I held Contractor licenses for all four of the before mentioned states. Now I am a licensed, Certified General Contractor for the state Of Florida and a Masonry contractor for Escambia and Santa Rosa County, Florida. I was born on Jan.25th 1953, in Monroeville, Alabama. I moved here with my family when I was Four years old. I have kept and maintained my home here ever since.

# WILLIAM L. LAWRENCE, P.E.

### **BRANCH MANAGER/SENIOR PROJECT ENGINEER**

WLAWRENCE@USANOVA.COM CELL 850.356.3904



### PROFESSIONAL EXPERIENCE

Mr. Lawrence is the Branch Manager and resident Senior Project Engineer for NOVA's Pensacola branch office, and has over 20 years of experience in geotechnical engineering, subsurface exploration/drilling and construction materials testing services. He has performed geotechnical explorations for single- and multi-storied structures. Typical projects have included residential structures, commercial, heavy industrial and aerospace developments along with education and governmental facilities. Mr. Lawrence has served as project geotechnical engineer and project manager on a wide variety of geotechnical engineering and materials testing projects throughout the southeastern United States. He also has extensive background serving as a Threshold Special Inspector Representative on many projects along the Florida Panhandle.



### REPRESENTATIVE PROJECT EXPERIENCE:

#### **Aviation:**

- Pensacola Regional Airport Terminal Extension (Pensacola, Escambia County, FL)
- Pensacola Regional Airport Rental Car Facility (Pensacola, Escambia County, FL)
- Pensacola Regional Airport RON Area Improvements (Pensacola, Escambia County, FL)
- Pensacola Regional Airport New Runways/Taxiways (Pensacola, Escambia County, FL)
- Summerdale NOLF Runway Extensions (Summerdale, Baldwin County, AL)
- Barin NOLF Runway Extensions (Foley, Baldwin County, AL)
- Bob Sikes Airport West Hangar (Crestview, Okaloosa County, FL)
- Peter Prince Airport Improvements (Milton, Santa Rosa County, FL)
- Beaches International Airport (Panama City Beach, Bay County, FL)
- Stennis International Airport SAISF Hangar (Hancock County, MS)

#### **Municipalities/Government:**

- ECUA Lift Stations (#34, #64, #140, #141, #142) (Escambia County, FL)
- Arbennie Pritchett WRF, Fort Walton Beach (Okaloosa County, FL)
- Fort Walton Beach Recreational Center, Fort Walton Beach (Okaloosa County, FL)
- April 29/30 Flood Event Emergency Services (Lake Charlene Area, Addison Drive, Burning Tree Road, Bridgedale Road, etc.) (Escambia County, FL)
- April 29/30 Flood Event Emergency Services (Kapok Drive, Kelton Boulevard, Harrison Avenue, Supreme Street, Avenida de Galvez, etc.) (Santa Rosa County, FL)
- Holley Boat Ramp (Santa Rosa County, FL)
- Okaloosa County Administration Complex (Okaloosa County, FL)

#### <u> Hotel:</u>

- Hampton Inn & Suites (Pensacola, FL)
- Hampton Inn & Suites (Destin, FL)
- Hampton Inn at Santa Rosa Mall (Mary Esther, FL)
- Home2 Suites by Hilton (Destin, FL)
- Courtyard Marriott (Fort Walton Beach)
- Henderson Beach Resort Hotel (Destin, FL)

### **EDUCATION:**

• B.S. Civil Engineering, University of South Alabama 1998

# CERTIFICATIONS / REGISTRATIONS:

• Registered Professional Engineer: Florida, Alabama, Mississippi, Louisiana, Arkansas, Indiana and Texas

#### **AFFILIATIONS:**

- Florida Engineering Society (FES)
- American Society of Civil Engineers (ASCE)

#### Office:

- Fort Walton Beach Medical Center Expansion (Fort Walton Beach, FL)
- Gulf Coast Medical Center Expansion (Panama City, FL)
- Gulf Power EOC Center (Pensacola, FL)
- NWF Community Hospital Expansion (Chipley, FL)
- Pen Air Credit Union Facility Expansion (Milton, FL)
- Advanced Family Medical Clinic (Crestview, FL)
- Hogsbreath Saloon Corporate Offices (Destin, FL)
- Key Insurance Facility (Pensacola, FL)
- Pediatric Associates (Pensacola, FL)
- Trahan Mortuary (Milton, FL)
- Emerald Coast Funeral Home (Fort Walton Beach, FL)

#### **Retail:**

- Big-Box Developments in FL, AL, GA, MS, SC, LA, TX, IN, AR
- Convenience Stores (CEFCO, Tom Thumb, etc.), Escambia, Santa Rosa and Okaloosa Counties in FL, Mobile, AL
- Center Point Retail Development (Jefferson County, AL)
- Gulf Breeze Retail Development (Gulf Breeze, FL)
- Marco Destin (Orange Beach, AL)
- Pirate's Voyage (Destin, FL)
- Big Kahuna's Facility Improvements (Destin, FL)
- O'Quigley's on the Harbor (Destin, FL)
- Pace Retail Development (Pace, FL)
- Prince Retail Development (Destin, FL)

#### **Education:**

- University of West Florida Parking Lot Expansion (Pensacola, FL)
- Hobbs Middle School Kitchen Addition (Milton, FL)
- Chumuckla Elementary School Kitchen & Classroom Additions (Santa Rosa County, FL)
- Baker High School WWTP (Baker, FL)
- Gulf Breeze High School Chiller/Boiler Building (Gulf Breeze, FL)
- Holley Navarre Intermediate Kitchen & Classroom Additions (Navarre, FL)
- Milton High School Kitchen Addition (Milton, FL)
- Rhodes Elementary School Kitchen Addition (Milton, FL.)
- S.S. Dixon Intermediate Kitchen Addition (Pace, FL)
- Edwins Elementary School Additions (Fort Walton Beach, FL)

#### Manufacturing/Industry:

- Thyssen Krupp Steel Mill (Mobile, AL)
- Industrial Site Certifications (Santa Rosa, Okaloosa Counties, FL)
- Port of Panama City IDC Warehouse (Panama City, FL)
- Oren Warehouse Expansion (Pensacola, FL)
- Port of Pensacola Facility Improvements (Pensacola, FL)
   International Paper Facility Expansion (Cantonment)
  - International Paper Facility Expansion (Cantonment, FL)
- Loaf Warehouse Facility (Pensacola, Florida)
- Roads Inc. Asphalt Plant Expansion (Cantonment, FL)
- Emerald Coast Waste Recycling Facility (Fort Walton Beach, FL)

#### **Transportation:**

- Panama City Beach International Airport (Panama City Beach, FL)
- Bob Sikes Airport Improvements (Crestview, FL)
- Hurlburt Field AFB Fuel Storage Facility (Mary Esther, FL)
- Destin Airport ATCT (Destin, FL)
- Peter Prince Airport Facility Improvements (Milton, FL)
- Barin & Summerdale NOLF Facility Upgrades (Baldwin County, AL)
- McWhorter Avenue Flyover (Duke Field AFB, Okaloosa County, FL)
- Gainer Road over Flat Creek Bridge (Washington County, FL)
- Merry Acres Drive over Helms Branch Bridge (Washington County, FL)
- SR 123 Extension/Improvements (Okaloosa County, FL)
- SR 173 Improvements (Bonifay, FL)
- City of Marianna Roadway Improvements (Marianna, FL)
- County Line Road/Buckhorn Boulevard Improvements (Bay County, FL)

#### **Religious:**

- First Baptist Church of Niceville Expansion (Niceville, FL)
- Crosspoint Church North Campus (Crestview, FL)
- Liberty Church Expansion (Pensacola, FL)
- Niceville United Methodist Church Expansion (Niceville, FL)
- Resurrection Church of Christ Expansion (Destin, FL)
- Scenic Hills Church of Christ Expansion (Pensacola, FL.)
- Avalon Baptist Church Improvements (Milton, FL)





# **BALLOT**

# **BOARD OF ADJUSTMENT "AT LARGE"**

Timot	hy Bryan
Jesse	Casey
Willia	m L. Lawrence
Signature	Date



AI-7889 Growth Management Report 12. 1.

BCC Regular Meeting Consent

**Meeting Date:** 04/09/2015

**Issue:** Schedule of Public Hearings

From: Horace Jones, Department Director

**Organization:** Development Services

### **RECOMMENDATION:**

Recommendation Concerning the Scheduling of Public Hearings

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

### A. April 16, 2015

5:01 p.m. - A Public Hearing - LDC Revision - Second of Two Public Hearings

### B. May 7, 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 April 7, 2015:

a. Case No.: Z-2015-06

Address: 2900 Old Chemstrand Road

Property 14-1N-30-1000-004-001, 1000-005-001, 1000-001-001, 4001-000-000

Reference No.:

Property Size: 55.10 (+/-) acres

From: V-2, Villages Single-Family Residential District, Gross Density (two units

per acre) and VR-2, Villages Rural Residential Districts, Gross Density:

One unit per 0.75 acre

To: V-5, Villages Clustered Residential District, Gross Density (four units per

acre, if sewered and clustered) Gross Density (one unit per acre, if

unsewered)

FLU Category: MU-S, Mixed-Use Suburban

Commissioner

District

5

Requested by: Wiley C. "Buddy" Page, Agent for Warren and Kathleen Brown, Owners

b. Case No.: Z-2015-07

Address: 201 Lenox Parkway

Property 46-1S-30-2001-009-029

Reference No.:

Property Size: 0.33 (+/-) acres

From: R-6, Neighborhood Commercial and Residential District, (cumulative)

High Density (25 du/acre)

To: C-2NA, General Commercial and Light Manufacturing District,

(cumulative) Bars, Nightclubs, and Adult Entertainment are Prohibited

Uses (25 du/acre)

FLU Category: MU-U, Mixed-Use Urban

3

Commissioner

District

Requested by: Wiley C. "Buddy" Page, Agent for Francis and Victoria Mariano, Owners

c. Case No.: Z-2015-08

Address: 1100 Block Clymil Drive Property 01-1N-31-2301-000-004

Reference No.:

Property Size: 3.1 (+/-) acres

From: VR-1, Villages Rural Residential District (one unit per four acres)

To: VR-2, Villages Rural Residential (one unit per 0.75 acre)

FLU Category: MU-S, Mixed-Use Suburban

Commissioner

District:

er 5

Requested By: Anthony Picheo, Agent for John Martin, Owner

2. 5:46 p.m. - A Public Hearing - SSA-2015-01 - 400 Neal Road - MU-S to C

3. 5:47 p.m. - A Public Hearing - LSA-2015-01 - 9600 Block Tower Ridge Road - RC to MU-S

### **Attachments**

No file(s) attached.



Al-7890 County Administrator's Report 12. 1.
BCC Regular Meeting Technical/Public Service Consent

**Meeting Date:** 04/09/2015

**Issue:** Request for Disposition of Property

**From:** Danielle Horton, Senior Information Systems Tech.

**Organization:** Escambia County Property Appraiser

**CAO Approval:** 

### **RECOMMENDATION:**

Recommendation Concerning a Request for Disposition of Property for the Office of the Escambia County Property Appraiser - Chris Jones, Property Appraiser

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

### **BACKGROUND:**

Equipment is no longer being used.

### **BUDGETARY IMPACT:**

N/A

### **LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

### **PERSONNEL:**

N/A

### POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

### IMPLEMENTATION/COORDINATION:

N/A

# **Attachments**

Request for Disposition of Property Form

# REQUEST FOR DISPOSITION OF PROPERTY ESCAMBIA COUNTY, FLORIDA

TO:		mptroller's Finance Departme					
FROM	: Disposing I	Department: Escambia County P	Property App	raiser COST CE	NTER NO:		
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Disposa	l Comments:	Both of these copiers are no le	onger used	by our departme	ent.		
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RECOM TO: Meeting		y Commissioners					
Approve	ed by the County	Commission and Recorded in the	Minutes of:	Pam Childers, Cler By (Deputy Clerk)	rk of the Circuit Cou	ırt & Compti	roller
This Equ	aipment Has Bee	en Auctioned / Sold					
by:			- A				
	Print Name		Signature			Date	
Property	Tag Returned to	o Clerk & Comptroller's Finance D	Department				
Clerk &	Comptroller's F	inance Signature of Receipt		Date			
		complete applicable portions of disposit	tion form. See	Disposal process chart	ts for direction.	rev. sh 11.	19.13



Al-7924 County Administrator's Report 12. 2.

BCC Regular Meeting Technical/Public Service Consent

**Meeting Date:** 04/09/2015

**Issue:** Request for Disposition of Property **From:** Mike Weaver, Department Director

**Organization:** Public Safety

**CAO Approval:** 

### **RECOMMENDATION:**

Recommendation Concerning the Request for Disposition of Property for the Public Safety Department - Michael D. Weaver, Public Safety Department Director

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

### **BACKGROUND:**

Escambia County policy establishes the procedures for disposing of surplus or obsolete equipment. The surplus property listed on the attached Request for Disposition of Property has been checked, declared to be obsolete and/or of no use to the County, and suitable to be auctioned or properly disposed.

### **BUDGETARY IMPACT:**

N/A

### **LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

### **PERSONNEL:**

N/A

### POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with FS 274.07 and BCC Policy B-1,2, Section II, Procedures for Disposition of County Property.

### IMPLEMENTATION/COORDINATION:

Recommend the items be picked up for disposal. Please coordinate with Tamika Williams.

# **Attachments**

Disposition of Property Fire

Disposition of Property Billing

# REQUEST FOR DISPOSITION OF PROPERTY ESCAMBIA COUNTY, FLORIDA

TO:	Clerk & Co	mptroller's Finance Departme	nt				
FROM:	Disposing I	Department: Public Safety/Fire	<u>-</u>			330206	
Adam Harrison				DATE:	3/17/2015		
Propert	v Custodian (	PRINT FULL NAME)		THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE S		A STATE OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PAR	, <u>, , , , , , , , , , , , , , , , , , </u>
-	y Custodian (		Hamisan	Phone No:	475-5557	agaland nginniga mininkapa mana gibil di kayangan	yandı dağışı İlganizaddı diğinildiği (Yank (yayasını sayasındı)
REQUE	ST THE FOL	LOWING ITEM(S) TO BE DISP	OSED:				
TAG (Y/N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERLA	L NUMBER	MODEL	YEAR	CONDITION
N (1/10)	501975	Vehicle	2FAFP7	1W1WX155707	Crown Vic	1998	Poor
N	502101	Vehicle		1W8YX156470	Crown Vic	2000	Poor
N	502222	Vehicle	1FTRX	18L81NB97818	F150	2001	Poor
	and the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of t		- 142:				
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INFORM	TATION TECH	INOLOGY (IT Technician):	-	al Sarahamak kerdisa di Misak Misak Maka Maka ke madi kemas Siliata di Adam, amel Halbara	tarifet frike-den ille filmet fra este bestemblig ves for friheusstein element	******	
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	JJ1S	pose-Bad Condition-Send for recyc	img-Unusable				
Compute	r is Ready for l	Disposition					
Date:		Information Technology Techni	cian Signature		ann mai "Eile hollan gair Annis Anglair (Affails àn Thaigh an bhinn air bh		
	2/17/1						
Date:	SILL	manager.	· migration	$\gamma k \perp$			
FROM: 3	Escambia Cour	nty Department Director (Signature)	): ••••••	//	The space of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the s	V1811-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-	or the graduation of the second
		Director (Print Nam	ne): Micha	ael D. Weaver			
BECOM	MENDATION	·					
		ty Commissioners					
Meeting	Date:	elah (utaur kepunda kemilang sangan kasasah jimukendu kerat dapik salpah da Bahadah					
Approve	d by the Count	y Commission and Recorded in the	Minutes of:				Maryan paga anan ang maryan ang maryan ang maryan ang maryan anan ang maryan ang maryan ang maryan ang maryan Maryan paga ang maryan ang maryan ang maryan ang maryan ang maryan ang maryan ang maryan ang maryan ang maryan
				Pam Childers, Cler	k of the Circuit Co	ourt & Compti	roller
				By (Deputy Clerk)			
This Equ	ùpment Has Be	en Auctioned / Sold					
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	Print Name		Signature			Date	
Property	Tag Returned	to Clerk & Comptroller's Finance I	Department		. ,		
Clark &	Comptrollar'a	Finance Signature of Receipt	•	Date	ب در پارلوپولادی دار پر پر پورون در در در در در در در در در در در در در	-	
Survision (chipment)		complete applicable portions of disposi	tion form. See I		ts for direction.	rev. sh 11.	19.13

# REQUEST FOR DISPOSITION OF PROPERTY ESCAMBIA COUNTY, FLORIDA

Tamika Williams DATE: 3/17/2015  Property Custodian (PRINT FULL NAME)  Property Custodian (Signature): Phone No: 850-471-6425  REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:  TAG PROPERTY DESCRIPTION OF ITEM SERIAL NUMBER MODEL YEAR CONDITION (Y/N) NUMBER  Y 44270 Phone No: 0.5506/000288 C3467A 199379 Wum  Y 44270 Phone	TO:		-	Finance Departm	ent				
Property Custodian (PRINT FULL NAME)  Property Custodian (Signature):	FROM	ROM: Disposing Department; Public Safety			COST CEN	ITER NO:	330603 E	EMS Billing	
Property Custodian (Signsture): Property Custodian (Signsture): Property Custodian (Signsture): Property Custodian (Signsture): Property Custodian (Signsture): Property Custodian (Signsture): Property Custodian (Signsture): Property Custodian (Signsture): Property Custodian (Signsture): Property Custodian (Signsture): Property Custodian (Signsture): Property Custodian (Signsture): Property Custodian (Signsture): Property Custodian (Signsture): Print Name  Property Custodian (Signsture): Property Custodian (Signsture): Property Tag Returned to Clerk & Comptroller's Fisance Department  Property Tag Returned to Clerk & Comptroller's Fisance Department  Property Tag Returned to Clerk & Comptroller's Fisance Department  Property Tag Returned to Clerk & Comptroller's Fisance Department	Tamika Williams				DATE:	3/17/2015			
REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:  TAG PROPERTY DESCRIPTION OF ITEM SERIAL NUMBER MODEL YEAR CONDITION (Y/N) NUMBER  Y 44270 Printer - Hip Lussed 551 USDG620326 C3167A 19937 W/m  Y 44270 Printer - Hip Lussed 5510 USBG71768 C4268A 19867 Broken  Y 44270 Printer - Hip Lussed 5150N USBG71768 C4268A 19867 Broken  Y 44270 Printer - Hip Lussed 5150N USBG71768 C4268A 19867 Broken  Y 44270 Printer - Hip Lussed 5150N USBG71768 C4268A 19867 Broken  Y 44270 Printer - Hip Lussed 5150N USBG71768 C4268A 19867 Broken  Disposal Comments:  INFORMATION TECHNOLOGY (IT Technician): Troy Robinson  Print Name  Conditions: Dispose-Good Condition-Unusable for BOCC  X Dispose-Bad Condition-Send for recycling-Unusable  Computer is Ready for Disposition  Date: Information Technology Technician Signature:  Date: Joseph 54 Dispose-Bad Condition-Send for recycling-Unusable  Computer is Ready for Disposition  Date: Information Technology Technician Signature:  Director (Print Name): Michael D. Weaver  RECOMMENDATION:  TO: Board of County Commissioners  Meeting Date:  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	Propert	y Custodian (	PRINT FU	LL NAME)					
PROPERTY   DESCRIPTION OF ITEM   SERIAL NUMBER   MODEL   YEAR   CONDITION   YEAR   YEAR   CONDITION   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEA	Propert	y Custodian (	Signature):	Samuel	he	Phone No:	850-471-64	25	
PROPERTY   DESCRIPTION OF ITEM   SERIAL NUMBER   MODEL   YEAR   CONDITION   YEAR   YEAR   CONDITION   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEAR   YEA	REOUE	ST THE FOLI	OWING IT	TEM(S) TO BE DIST	POSED:				
V   49426   Printer-HP Lasectet 8150N   USBF010788   C4286A   19857   Broken	TAG	PROPERTY				L NUMBER	MODEL	YEAR	CONDITION
Disposal Comments:  INFORMATION TECHNOLOGY (IT Technician): Troy Robinson Print Name  Conditions: Dispose-Good Condition-Unusable for BOCC  X Dispose-Bad Condition-Send for recycling-Unusable  Computer is Ready for Disposition  Date: Information Technology Technician Signature: Date: J3/24/15  FROM: Escambia County Department Director (Signature):  Director (Print Name): Michael D. Weaver  RECOMMENDATION: TO: Board of County Commissioners  Meeting Date:  Approved by the County Commission and Recorded in the Minutes of: Pam Childers, Clerk of the Circuit Court & Comptroller By (Deputy Clork)  This Equipment Has Been Auctioned / Sold by: Print Name Signature Date  Property Tag Returned to Clerk & Comptroller's Finance Department					-				<del> </del>
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Print Name  Conditions: Dispose-Good Condition-Unusable for BOCC	INFORM	AATION TECH	NOLOGY (	T Technician):	Trov Robinsor				
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X	Conditio	ons: Dis	pose-Good C	Condition-Unusable fo	or BOCC				
Date: Information Technology Technician Signature:  Date: 3/24/15 FROM: Escambia County Department Director (Signature):  Director (Print Name): Michael D. Weaver  RECOMMENDATION: TO: Board of County Commissioners  Meeting Date:  Approved by the County Commission and Recorded in the Minutes of:  Parn Childers, Clerk of the Circuit Court & Comptroller By (Deputy Clerk)  This Equipment Has Been Auctioned / Sold  by:			=						
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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	·		— tv Denartme	nt Director (Signatur	e):	//( /			
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TO: Board of County Commissioners  Meeting Date:				Director (Print Na.	me): Micha	el D. Weaver			<del> </del>
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Approved by the County Commission and Recorded in the Minutes of:    Pam Childers, Clerk of the Circuit Court & Comptroller     By (Deputy Clerk)	TO:	Board of Count	y Commissio	oners					
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Property Custodian, please complete applicable portions of disposition form. See Disposal process charts for direction.

rev. sh 11.19.13



Al-7953 County Administrator's Report 12. 3. BCC Regular Meeting Technical/Public Service Consent

Meeting Date: 04/09/2015

**Issue:** Schedule a Public Hearing Regarding Fiscal Year 2014/2015 Federal

Transit Administration 5307 Grant Application for Mass Transit Project

**Funding** 

From: Joy D. Blackmon, P.E.

**Organization:** Public Works

**CAO Approval:** 

### **RECOMMENDATION:**

Recommendation Concerning the Scheduling of a Public Hearing Regarding the Fiscal Year 2014/2015 Federal Transit Administration 5307 Grant Application by Escambia County Area Transit for Mass Transit Project Funding - Joy D. Blackmon, P.E., Public Works Department Director

That the Board authorize the scheduling of a Public Hearing for April 23, 2015, at 5:32 p.m., for the purpose of receiving public comments concerning the Fiscal Year 2014/2015 Federal Transit Administration 5307 Grant Application by Escambia County Area Transit (ECAT) for Planning and Capital Assistance for Mass Transit Projects.

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

### **BACKGROUND:**

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

The FTA publishes apportionments, and ECAT's partial apportionment for Fiscal Year 2015 Section 5307 funds amounts to \$2,037,383. ECAT recommends that Escambia County apply for this apportionment by approving this application for the below Program

### **PROGRAM OF PROJECTS**

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

Items	Project Cost
Preventive Maintenance	\$ 730,000
ADA	\$ 203,738
Transit Feasibility Study for Orange Beach, AL	\$ 68,653
TDP update	\$ 190,000
Shelters/Amenities	\$ 27,496
Safety/Security	\$ 27,496
Two Large Heavy Duty Buses	\$ 680,000
One Small Heavy Duty Bus	\$ 110,000
Total Budget	\$2,037,383

Note: Orange Beach, AL, is included in the Urbanized Area via the Transportation Planning Organization (TPO). As a result of their inclusion, Orange Beach is allotted a portion of the 5307 funds for their use regarding Transit Projects.

Escambia County is the direct recipient of, and is responsible for managing the FTA funds for our Urbanized Area. Orange Beach will submit their request for these funds in accordance with the Memorandum of Agreement between Escambia County and Baldwin County (attached).

### **BUDGETARY IMPACT:**

The Grant Application has been included in the approved Fiscal Year 2014/2015 ECAT Budget.

## **LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

## **PERSONNEL:**

N/A

### **POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

### IMPLEMENTATION/COORDINATION:

The Transportation & Traffic Operations Division and ECAT staff will coordinate with the FTA on all necessary activities regarding this Grant Application and fund processing. ECAT staff will electronically file all required documentation.

# **Attachments**

<u>MOA</u>

# MEMORANDUM OF AGREEMENT REGARDING THE ADMINISTRATION OF FEDERAL TRANSIT ADMINISTRATION 5307 FUNDS FOR THE PENSACOLA, FLORIDA-ALABAMA URBANIZED AREA

This Agreement is made and entered into on this 15th day of April, 2014, by and between Escambia County, a political subdivision of the State of Florida, acting through its Board of County Commissioners (hereinafter "Escambia County"), and Baldwin County, a political subdivision of the State of Alabama, acting by and through the Baldwin County Commission (hereinafter referred to as "Baldwin County"), and the Florida-Alabama Transportation Planning Organization (hereinafter referred to as "TPO").

#### WITNESSETH:

WHEREAS, Escambia County is the direct recipient and manager of all Federal Transit Administration (FTA) 5307 funds for the Pensacola, Florida-Alabama Urbanized Area (hereafter "Pensacola UZA"); and

WHEREAS, the Pensacola UZA includes portions of Baldwin County, Alabama; and

WHEREAS, Escambia County Area Transit (hereafter "ECAT"), a fixed-route public transportation service provided by Escambia County, does not provide public transit service in Baldwin County; and

WHEREAS, the Moving Ahead for Progress in the 21st Century Act (P.L. 112-141) (hereafter "MAP-21") apportions the Pensacola UZA 5307 funds between the Pensacola UZA in Florida and the Pensacola UZA in Alabama.

**NOW, THEREFORE,** Baldwin County, Escambia County, and the Florida-Alabama Transportation Planning Organization hereby acknowledge and agree as follows:

- 1. The recitals contained in the Preamble of this Agreement are declared to be true and correct and are incorporated into this Agreement.
- 2. Escambia County, by and through ECAT, will continue to receive and manage the Pensacola UZA's entire apportionment of 5307 funds, and will keep an accounting of those 5307 funds specifically apportioned by MAP-21 to the Pensacola UZA in Alabama.
- 3. Baldwin County will submit project(s) to ECAT for programming 5307 funds and to the Florida-Alabama Transportation Planning Organization (TPO) for inclusion in the TPO's Transportation Improvement Program (TIP). Baldwin County will invoice ECAT to receive reimbursement for project costs from Baldwin County's portion of the 5307 funds.
- 4. Subject to all applicable laws, rules, and regulations, this Agreement shall become effective upon the same date as its full execution and shall continue for a term of three (3) years from the date of full execution as long as Escambia County is the direct recipient and manager of the FTA 5307 funds for the Pensacola UZA which are apportioned or appropriated for use in the Urbanized Area in Alabama.
- 5. The parties agree that any state or federal court action or other proceeding relating

to this Agreement shall be instituted and prosecuted in the County of Escambia, Florida.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties subscribed below: BOARD OF COUNTY COMMISSIONERS Approved as to form and legal ESCAMBIA COUNTY, FLORIDA sufficiency By/Title: Date: Lumon J. May, Chairman Pam Childers ATTEST: Clerk of the Circuit Court Date: Date BCC Approved Clerk: BALDWIN COUNTY COMMISSION ATTEST: Chairperson: Charles F Date: By: David A. Z. Brewer County Administrator STATE OF ALABAMA COUNTY OF BALDWIN Onch & Toula Notary Public in and for said County, in said State, hereby certify that CHARLES F. GRUBER, as Chairperson of the Baldwin County Commission, and whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this date that, being informed of the contents of said instrument, he executed the same voluntarily for and as an act of the Baldwin County Commission Given under my hand and official seal, this the 2014. My Commission Expires 09/05/2016 Notary Public My Commission Expires: Page 2 of 3

	Florida-Alabama Transportation Planning Organization
	Gene M. Valentino, Chairperson
	Date: 6/16/14
STATE OF FLORIDA	
COUNTY OF ESCAMBIA	
Felicia A	
Knight-Marlow, a	Notary Public in and for said County, in said State, hereby
	TINO, as Chairperson of the Florida-Alabama Transportation
•	whose name is signed to the foregoing instrument and who is
	before me on this date that, being informed of the contents of
	the same voluntarily for and as an act of the Florida-Alabama
Transportation Planning Org	
,	( 1. )
Given under my hand	l and official seal, this the barday of June, 2014.
Given under my name	, and official obtain and an an an an an an an an an an an an an
	whiledam
	Notary Public
	My Commission Expires:
	my Commission Expires.

FELICIA A. KNIGHT-MARLOW MY COMMISSION # FF7709 EXPIRES: May 25, 2017



Al-7949 County Administrator's Report 12. 4. BCC Regular Meeting Technical/Public Service Consent

Meeting Date: 04/09/2015

Interlocal Agreement with Santa Rosa Island Authority - Single Decker

Open Air Trolleys and Pensacola Beach Service

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

**Organization:** Public Works

**CAO Approval:** 

### **RECOMMENDATION:**

Recommendation Concerning the Interlocal Agreement with the Santa Rosa Island Authority, Relating to the Acquisition of Three Single-Decker, Open-Air Trolleys for use on Pensacola Beach - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action regarding the Interlocal Agreement (ILA) with Santa Rosa Island Authority (SRIA), related to the acquisition of three single-decker, open-air trolleys for use on Pensacola Beach:

A. Approve the Interlocal Agreement with SRIA, related to the acquisition of three single-decker, open-air trolleys for use on Pensacola Beach; and

B. Authorize the Chairman to sign the Interlocal Agreement, subject to Legal review and sign-off.

### BACKUP WILL BE DISTRIBUTED UNDER SEPARATE COVER

## **BACKGROUND:**

The attached ILA states the agreement requirements between Escambia County, ECAT, and SRIA for the operation of three single-decker, open-air trolleys solely to be used on Pensacola Beach. The SRIA Board approved using Portofino Island Improvement Funds (PIIF) for the acquisition of the trolleys. SRIA agrees to transfer the funds to the County prior to contract approval scheduled for the May 7, 2015 Board of County Commissioners meeting. The three new trolleys will replace the three ECAT bus trolleys that are currently being utilized on the beach.

### **BUDGETARY IMPACT:**

There is no budgetary impact. The SRIA Portofino Island Improvement Fund will fund the three trolleys. Each trolley is expected to cost approximately \$210,000 for production and delivery, which equates to approximately \$630,000 for all three. The PIIF funds will be transferred to F-104 Mass Transit, (Cost Center: 320402, Pensacola Beach Trolley), Object Code: 56401.

# **LEGAL CONSIDERATIONS/SIGN-OFF:**

Kristin Hual, Assistant County Attorney, will review the Interlocal Agreement.

### **PERSONNEL:**

No additional personnel will be required by ECAT as a result of this Agreement.

### POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires the approval of the Board of all such Agreements.

## **IMPLEMENTATION/COORDINATION:**

The Transportation & Traffic Operations and ECAT staff will continue to coordinate with SRIA to complete all implementation requirements for this Interlocal Agreement.

	Attachments
No file(s) attached.	



Al-7982 County Administrator's Report 12. 5.

BCC Regular Meeting Technical/Public Service Consent

**Meeting Date:** 04/09/2015

**Issue:** Resolution No. 15-01 Adopted by the Emerald Coast Utilities Authority

**From:** Jack Brown, County Administrator

**Organization:** County Administrator's Office

**CAO Approval:** 

### **RECOMMENDATION:**

Recommendation Concerning the Emerald Coast Utilities Authority's Resolution No. 15-01 - Jack R. Brown, County Administrator

That the Board adopt and authorize the Chairman to sign the Resolution providing for approval of Resolution No. 15-01 adopted by the Emerald Coast Utilities Authority (ECUA) on March 18, 2015, with appropriate findings and as modified, which provides for operating and maintaining a resource recovery system of disposing and processing yard trash at ECUA's Central Water Reclamation Facility located in Cantonment, Florida, to be used for creating composting products in conjunction with the disposal of sludge from wastewater treatment operations, with approval limited to the wastewater composting operations conducted by ECUA at its Central Water Reclamation Facility in Cantonment, Florida.

### BACKGROUND:

Steve Sorrell, Executive Director, of the Emerald Coast Utilities Authority (ECUA) has requested that the Board of County Commissioners approve the ECUA Resolution No. 15-01, approved by the ECUA on March 18, 2015, concerning the ECUA operating and maintaining a yard trash processing system within Escambia County, Florida.

### **BUDGETARY IMPACT:**

N/A

### **LEGAL CONSIDERATIONS/SIGN-OFF:**

The Resolution was prepared and approved by Charles Peppler, Deputy County Attorney.

### PERSONNEL:

N/A

### POLICY/REQUIREMENT FOR BOARD ACTION:

The Board of County Commissioners is required by Florida Statute 403.706(1), to exercise the responsibility and power for the operation of solid waste disposal facilities to meet the needs of all incorporated and unincorporated areas of Escambia County.

# **IMPLEMENTATION/COORDINATION:**

The Clerk shall forward a copy of this Resolution to Stephen Sorrell, Executive Director, Emerald Coast Utilities Authority.

#### **Attachments**

**Resolution** 

ECUA Resolution No. 15-01

#### RESOLUTION No. R2015-____

**RESOLUTION** OF THE BOARD OF COUNTY COMMISSIONERS OF **ESCAMBIA** COUNTY, FLORIDA. PROVIDING FOR APPROVAL OF RESOLUTION NO. 15-01 ADOPTED BY THE EMERALD COAST UTILITIES AUTHORITY (ECUA) MARCH 18, 2015 WITH **APPROPRIATE** FINDINGS AND AS MODIFIED: PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners is required by § 403.706(1), Fla. Stat. (2014) to exercise the responsibility and power for the operation of solid waste disposal facilities to meet the needs of all incorporated and unincorporated areas of Escambia County;

WHEREAS, the Florida legislature has mandated maximum resource recovery from solid waste and maximum recycling and reuse of such resources as provided by § 403.702 (1)(e), Fla. Stat. (2014);

WHEREAS, ECUA's enabling act, codified in Chapter 2001-324, Laws of Florida, provides for certain powers that can be exercised by ECUA as enumerated in Section 5 of its enabling act;

WHEREAS, Chapter 2001-324, § 5(c)(1), Laws of Florida, provides that ECUA may seek approval to provide, operate and maintain resource recovery systems from the Board of County Commissioners as the governmental body of the jurisdiction in which the resource recovery system shall serve;

WHEREAS, the disposal of yard trash collected by ECUA into wastewater composting operations at ECUA's Central Water Reclamation Facility in Cantonment, Florida is a form of resource recovery beneficial to the citizens of Florida, Escambia County and the City of Pensacola;

WHEREAS, so long as disposal and processing of yard trash by ECUA at its Central Water Reclamation Facility in Cantonment, Florida continues to provide a compost product which conforms to state-mandated goals to reduce the amount of solid waste to be disposed in landfills; and

WHEREAS, so long as ECUA's resource recovery system located at the Central Water Reclamation Facility is limited to disposal and processing of yard trash and is incorporated into wastewater composting operations involving the disposal of sludge which accumulates from wastewater treatment operations.

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

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

<u>SECTION 2.</u> That the Board hereby approves the ECUA's Resolution No. 15-01 insofar as it provides for operating and maintaining a resource recovery system of disposing and processing yard trash at ECUA's Central Water Reclamation Facility located in Cantonment, Florida to be used for creating composting products in conjunction with the disposal of sludge from wastewater treatment operations. This approval is limited to the wastewater composting operations conducted by ECUA at its Central Water Reclamation Facility in Cantonment, Florida.

<u>SECTION 3.</u> That this Resolution shall take effect immediately upon its adoption by the Board of County Commissioners of Escambia County, Florida.

<u>SECTION 4.</u> That the Clerk shall forward a copy of this Resolution to Stephen Sorrell, Executive Director, Emerald Coast Utilities Authority.

ADOPTED thisday of A	April, 2015.
	BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA
	Steven Barry, Chairman
ATTEST:Pam Childers Clerk of the Circuit Court	Approved as to form and Jegal
By: Deputy Clerk	sufficiency.  By/Title: DEPUTY COVNTY ATTY Date: 3-30-9/5

(SEAL)

# RESOLUTION NO. 15-01

#### A RESOLUTION TO BE ENTITLED

A RESOLUTION OF THE EMERALD COAST UTILITIES AUTHORITY FINDING THAT IT IS NECESSARY AND APPROPRIATE FOR IT TO PROVIDE, OPERATE, AND MAINTAIN A YARD TRASH AND VEGETATION PROCESSING SYSTEM.

WHEREAS the Emerald Coast Utilities Authority (ECUA) collects yard trash and vegetative material (hereinafter collectively "yard trash") as part of its solid waste collection activities;

WHEREAS that yard trash is currently being disposed of in properly licensed landfills and is thus being discarded as opposed to being beneficially used;

WHEREAS ECUA provides wastewater treatment services in Escambia County, Florida;

WHEREAS ECUA is permitted to employ wastewater composting operations as part of its wastewater treatment process;

WHEREAS the end product of wastewater composting operations yields a compost product that can be beneficially used;

WHEREAS if processed, yard trash could be incorporated into wastewater composting operations in order to increase the efficiency of that composting, increase the volume of that composting, and provide a beneficial use of the yard trash as opposed to disposing of it in landfills;

WHEREAS processing the yard trash through one or more grinding units is necessary in order to incorporate the yard trash into ECUA's wastewater composting operations; and

WHEREAS ECUA desires and deems it appropriate and necessary to process yard trash in order to facilitate its incorporation into its wastewater composting operations;

NOW, THEREFORE, BE IT RESOLVED BY THE EMERALD COAST UTILITIES AUTHORITY:

Section I. The foregoing recitals are found to be true and correct and are incorporated herein.

Section II. The Emerald Coast Utilities Authority determines that it is necessary and appropriate for it to provide, operate, and maintain a yard trash processing system, as generally described above, within Escambia County, Florida and exercise all implied powers necessary or incidental to carrying out that function, including grinding the yard trash, removing contaminants from it, and incorporating the yard trash into its wastewater composting operations.

Section III. This resolution shall become effective upon such time as it is approved by Escambia County, Florida through its Board of County Commissioners.

Lojs Benson, Chairman

Stephen E. Sorrell, P.E., M.P.A.

**Executive Director** 

Adopted on: March 18, 2015

Prepared by: Bradley S. Odom, Esq.



# BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-7986 County Administrator's Report 12. 6.
BCC Regular Meeting Technical/Public Service Consent

**Meeting Date:** 04/09/2015

**Issue:** Naming the Molino Mid-County Historical Society Museum for Lillian F.

King

From: Steven Barry, District 5 Commissioner

**Organization:** Board of County Commissioners

**CAO Approval:** 

#### **RECOMMENDATION:**

Recommendation Concerning the Molino Mid-County Historical Society Museum - Commissioner Steven Barry, District 5

That the Board adopt and authorize the Chairman to sign the Resolution naming the Molino Mid-County Historical Society as the "Lillian F. King Museum," as an enduring tribute to her service to the community.

#### **BACKGROUND:**

Lillian F. King was instrumental in facilitating the establishment of the Molino Community Complex, which houses the Molino Mid-County Historical Society Museum, the Molino Branch of the West Florida Public Library System, multiple meeting rooms, and a multi-use auditorium for the benefit of the citizens of Escambia County.

In 1999, Lillian F. King's passion for her community and preserving the heritage of the area lead her to establish the Molino Mid-County Historical Society, of which she served as President from the museum's inception until her passing in 2015.

### **BUDGETARY IMPACT:**

N/A

#### **LEGAL CONSIDERATIONS/SIGN-OFF:**

The Resolution has been reviewed and approved as to form and legal sufficiency by Kristin Hual, Assistant County Attorney.

#### **PERSONNEL:**

N/A

#### POLICY/REQUIREMENT FOR BOARD ACTION:

The Board of County Commissioners' (BCC) Naming County Facilities Policy, Section I, D9, requires BCC approval of proposed names for County-owned facilities.

IMPLEMENTATION/COORDINATION:
N/A

Attachments

Resolution

#### RESOLUTION NUMBER R2015-

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA NAMING THE MOLINO MID-COUNTY HISTORICAL SOCIETY MUSEUM AS THE "LILLIAN F. KING MUSEUM"; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Lillian F. King was instrumental in facilitating the establishment of the Molino Community Complex, which houses the Molino Mid-County Historical Society Museum, the Molino Branch of the West Florida Public Library System, multiple meeting rooms, and a multi-use auditorium for the benefit of the citizens of Escambia County; and

WHEREAS, in 1999, Lillian F. King's passion for her community and preserving the heritage of the area lead her to establish the Molino Mid-County Historical Society, of which she served as President from the museum's inception until her passing in 2015; and

WHEREAS, the people of Escambia County and the Board of County Commissioners are grateful for Ms. King's service to the community and wish to recognize her contributions to Escambia County: and

WHEREAS, naming the Molino Mid-County Historical Society Museum for Lillian F. King shall be an enduring tribute to her service to the community.

NOW, THERFORE, 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 Escambia County hereby designates the Molino Mid-County Historical Society Museum located at 6450 County Highway 95A as the "Lillian F. King Museum."

Section 3. That this resolution shall take effect immediately upon its adoption by the Board of County Commissioners.

Ai	DOPTED this	_ day of	, 2015.
			BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA
ATTEST:	Pam Childers Clerk of the Circu	uit Court	Steven Barry, Chairman
Deputy C	lerk		BCC Approved:
(SEAL)			

Approved as to form and legal sufficiency/



# BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-7987 County Administrator's Report 12. 7.
BCC Regular Meeting Technical/Public Service Consent

**Meeting Date:** 04/09/2015

Issue: West Florida Public Library Board of Governance

From: Jack Brown, County Administrator

**Organization:** County Administrator's Office

**CAO Approval:** 

#### **RECOMMENDATION:**

Recommendation Concerning an Appointment by the Pensacola City Council to the West Florida Public Library Board of Governance - Jack R. Brown, County Administrator

That the Board acknowledge, for the Official Record, the Pensacola City Council's appointment of David J. Bryant to the West Florida Public Library Board of Governance, to serve a two-year term, effective retroactively March 1, 2015, through February 28, 2017.

#### **BACKGROUND:**

The Library Board of Governance was established to oversee the management of the West Florida Public Library System and to make recommendations to the Escambia County Board of County Commissioners regarding the library annual budget.

The Library Board of Governance is composed of five voting members – three members appointed by the Board of County Commissioners, one member appointed by the Pensacola City Council, and one member appointed by the Mayor of Pensacola.

#### **BUDGETARY IMPACT:**

N/A

## **LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

#### **PERSONNEL:**

N/A

#### POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

# IMPLEMENTATION/COORDINATION:

N/A

# **Attachments**

Report of City Council Action Items - March 12, 2015

David Bryant's Resume

Report of City Council Action Items

March 12, 2015

Page 2

Members Present: Council President Andy Terhaar, Charles Bare, Jewel Cannada-Wynn, Sherri Myers,

Brian Spencer, Gerald Wingate, and P. C. Wu

Absent: Larry B. Johnson

#### **REGULAR AGENDA ITEMS - Continued**

 PENSACOLA ENERGY – OWNERSHIP DISCLOSURE AND SPECTRUM LEASE AGREEMENT WITH SENSUS SPECTURM, LLC

That the City Council authorize the Mayor to enter into an Ownership Disclosure and Spectrum Lease Agreement with Sensus Spectrum, LLC to be filed with the Federal Communications Commission (FCC) by Sensus Metering Systems, Inc. (Sensus).

The motion passed unanimously.

***THE FOLLOWING ITEM WAS PULLED BY THE SPONSOR - - PLACED ON THE 3/26/15 SPECIAL COUNCIL MEETING AGENDA***

8. AWARD CONTRACT BID #13-016 - VICKREY CENTER FLOOD REMEDIATION

#### Recommendation:

That City Council award a contract for restoration of the Vickrey Center Flood Remediation Project to *** the lowest and most responsible bidder with a base bid of \$ *** plus a 10% contingency for a total of \$ ***.

9. APPOINTMENTS - CONSTRUCTION BOARD OF ADJUSTMENTS AND APPEALS

City Council reappointed Don Jehle, an engineer and Stephen Ritz, a mechanical contractor for a term of three (3) years, expiring March 31, 2018.

The motion by acclamation passed unanimously.



#### APPOINTMENT - WEST FLORIDA PUBLIC LIBRARY BOARD OF GOVERNANCE

City Council appointed David Bryant, who is an elector of Escambia County, to the West Florida Public Library Board of Governance for a term of two years, expiring February 28, 2017.

Ballot vote.

11. APPOINTMENTS - PARKS AND RECREATION BOARD

City Council reappointed David Forte and appointed Rand Hicks and Kimberly Sullivan to serve on the Parks and Recreation Board for a term of three (3) years, expiring March 31, 2018.

Ballot vote.

12. MAYORAL APPOINTMENT – DOWNTOWN IMPROVEMENT BOARD

That City Council affirm the Mayor's reappointment of Council Member Brian Spencer to the Downtown Improvement Board (DIB) as an ex officio member for a term to expire November 30, 2016.

The motion passed unanimously.

13. PUBLIC HEARING: REQUEST TO AMEND SEC. 12-2-6(B) OF THE LAND DEVELOPMENT CODE – PERMITTED USES FOR R-2 ZONING DISTRICT

City Council conducted the first of two required public hearings on March 12, 2015 to consider approval of a requested amendment to the Land Development Code to allow studios as a permitted use in the R-2 (residential office) zoning district.

# David J. Bryant

916 Brookside Place, Pensacola, Florida 32503-2869 (850) 982-6067 dbryant2@escambia.k12.fl.us

#### PROFESSIONAL EXPERIENCE

#### Escambia County School District, Pensacola, Florida

2004-Present

Public school district with 8,500 employees that serve 40,000 students

#### **Director of Internal Auditing**

#### Office of Internal Auditing

- . Supervise auditing staff and complete annual performance evaluations
- · Coordinate activities with Audit Committee, School Board and executive staff
- Develop annual risk assessment and engagement work plans
- Perform internal and external quality assurance reviews

#### Internal Auditor

#### Office of Internal Auditing

- Schedule, supervise, review and perform various audits and reviews
- . Conduct audit entrance and exit interviews with senior and executive staff
- Coordinate financial disaster response with FEMA and insurance agencies for Hurricanes Ivan, Dennis & Katrina

# <u>Bizzell, Neff & Galloway, P.A., CPAs</u>, Pensacola, Florida Regional public accounting firm serving thousands of clients

2000-2004

Regional public accounting firm serving thousands of clients in Florida and Alabama

#### Senior Accountant/Auditor

- . Perform diverse financial and compliance audits on a variety of clients
- . Complete a range of individual and corporate state and federal tax returns
- · Participate in various client related services, including:
  - . General ledger write-up & bank reconciliation
  - · Accounts receivable/payable
  - Payroll
  - . IRS/State correspondence and general business & tax advice
- Produce varying financial statements on multiple bases of accounting

# <u>Escambia County School District</u>, Pensacola, Florida Public school district with 8,500 employees that serve 40,000 students

1999-2000

#### Internal Auditing Co-op Student

#### Office of Internal Auditing

- . Perform financial and compliance audits of school internal accounts
- . Determine institutional compliance with state and federal laws and regulations
- . Create various financial statements and bank reconciliations

# **David J. Bryant**

916 Brookside Place, Pensacola, Florida 32503-2869 (850) 982-6067 <a href="mailto:dbryant2@escambia.k12.fl.us">dbryant2@escambia.k12.fl.us</a>

#### PROFESSIONAL EXPERIENCE (continued)

### <u>Smokey's Restaurants</u>, Pensacola, Florida Local restaurant chain serving the greater Pensacola area Manager

1991-2000

- . . . .
- Oversee and assist employees to ensure quality performance
- · Perform all aspects of customer relations, including problem resolution
- · Handle funds throughout the collection process, including reconciliation

#### **Assistant Bookkeeper**

- Execute all phases of payroll, including maintenance of employee records
- · Perform reconciliation of vendor invoices and payment on vendor accounts
- · Calculate and allocate costs for financial reports

#### **EDUCATION**

<u>University of West Florida</u> , Pensacola, Florida Masters of Accountancy	2000
<u>University of West Florida</u> , Pensacola, Florida Bachelor of Arts in Accountancy	1999
<u>Pensacola State College</u> , Pensacola, Florida Associates of Arts in Business	1995

#### CERTIFICATIONS

- Certified Public Accountant Florida
- Certified Government Financial Manager Assn. of Government Accountants
- Certified Government Auditing Professional Institute of Internal Auditors
- · Certified Fraud Examiner Assn. of Certified Fraud Examiners
- Certified Internal Auditor Institute of Internal Auditors
- Certification in Risk Management Assurance Institute of Internal Auditors

#### PROFESSIONAL/VOULNTEER AFFILIATIONS

- Friends of West Florida Public Library Board Member (Treasurer)
- Every Child a Reader Escambia (ECARE) Reading Pal Mentor
- NWFL Association of Certified Fraud Examiners Board Member (Treasurer)
- . NWFL Institute of Internal Auditors Board Member, Former District Rep.
- Brookside Townhomes HOA Board Member (Treasurer)



# BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-7842 County Administrator's Report 12. 1.

BCC Regular Meeting Budget & Finance Consent

**Meeting Date:** 04/09/2015

Issue: Change Order to Sigma Consulting Group, Inc. - April 2014 Flood

Event, Beulah Landfill

**From:** Pat Johnson, Department Director

**Organization:** Solid Waste

**CAO Approval:** 

#### **RECOMMENDATION:**

Recommendation Concerning a Change Order to Sigma Consulting Group, Inc. - April Flood Event, Beulah Landfill - Patrick T. Johnson, Solid Waste Management Department Director

That the Board approve and authorize the County Administrator to execute the following Change Order #1, to Sigma Consulting Group, Inc., for Beulah Landfill Review and Recommendations; Bridge Re-design and Construction, due to the April 2014 Flood Event:

Department:	Solid Waste Management
Division:	Engineering/Environmental Quality
Type:	Addition
Amount:	\$24,330
Vendor:	Sigma Consulting Group, Inc.
Project Name:	Beulah Landfill Review and Recommendations; Bridge Re-Design and Construction, due to April 2014 Flood Event
Purchase Order Number:	141652
Change Order (CO) Number:	1
Original Award Amount:	\$37,640
Cumulative Amount of Change Orders Through This CO:	\$24,330
New Contract Total:	\$61,970

[Funding: Fund 401, Solid Waste Fund, Cost Center 330495, Object Code 54612]

#### **BACKGROUND:**

A lump sum Task Order was issued to Sigma Consulting Group, Inc., under the terms and conditions of PD 05-06.041.13.SWM.14001 to provide engineering services to Escambia County related to Beulah Landfill, after the April 2014 Flood event. Tasks included an evaluation of the Coffee Creek Bridge, its surrounding infrastructure, and various stormwater systems at the Beulah Landfill. Subtasks were to include preliminary engineering estimates, recommendations, opinion of probable construction costs, construction observation and temporary repair plans.

FEMA Guidelines require that bridge structure be replaced to meet the most current Codes and Standards. Sigma Consulting Group, Inc., will provide the engineering services to update the previous bridge design for the Coffee Creek Bridge, (provided in 1997), to conform to the most current Escambia County and FDOT Design standards.

#### **BUDGETARY IMPACT:**

Funding for this project is available in Fund 401, Solid Waste Fund, Cost Center 330495, Object Code 54612.

#### **LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

#### **PERSONNEL:**

N/A

#### POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the provisions of the Code of Ordinances of Escambia County, Florida, Chapter 46, Finance, Article II, Purchases and Contracts.

### **IMPLEMENTATION/COORDINATION:**

Upon approval of this recommendation, a Change Order will be transmitted to the Office of Purchasing for processing.

#### **Attachments**

Sigma Change Order Backup

#### **BOARD OF COUNTY COMMISSIONERS**

ESCAMBIA COUNTY FLORIDA 213 PALAFOX PLACE SECOND FLOOR SUITE 11.101 PO BOX 1591 PENSACOLA,FL 32591-1591 (850) 595-4980

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#### **PURCHASE ORDER NO. 141652**

1.

O ATTN: SWM DENEE RUDD 850-937-2175

ORDER DATE: 08/15/14 BUYER: PAUL NOBLES		REQ. N	O.: 14001891 REC	I. DATE: 08/11/14		
TERMS	NET 30	DAYS	F.O.B.: N/A	DESC.:	PD 05-06.041	
ITEM#	QUANTITY	UOM	DESCRIPTION		UNIT PRICE	EXTENSION
01	1.00	LOT	DUE TO APRIL 2014 FLOOD EVENT: ESCA COUNTY BEULAH LANDFILL REVIEW & RECOMMENDATIONS PER TASK ORDER-PO 05-06.041.13.SWM.14001. PROJECT #ESGSW02.		37640.0000	37,640.00

7515	<del></del>	ACCOUNT		AMOUNT	PROJECT CODE	PAGE TOTAL	\$	37,640.00
ITEM#		ACCOUNT		Amount		TOTAL	\$	37,640.00
01	330495	•	54612	37,640.00				
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**APPROVED BY** 

TAX ID 85-8013888011C-3 FED ID 59-6000-598

Original Purchase Order

Haudia Simmon



# Board of County Commissioners * Escambia County, Florida

Patrick T. Johnson, Director Solid Waste Management

#### TASK ORDER - PO 05-06.041.13.SWM.14001

Escambia County Beulah Landfill Review, Recommendations, Opinion of Probable Construction Cost, Temporary Repair Plan, Permanent Repair Plans & Construction Observation

#### 1.0 AUTHORIZATION

This task order is issued under the terms and conditions of Contract PD 05-06.041.13.SWM.14001 between Sigma Consulting Group (Consultant) and Escambia County, Florida, (County) for Sigma to assist the County with Engineering Services as detailed in the attached scope.

#### 2.0 WORKSCOPE

Provide Engineering Services to Escambia County related to the Beulah Landfill. Tasks to include an evaluation of the Coffee Creek Bridge and the various stormwater systems at the Beulah Landfill. Subtasks to include preliminary engineering estimates, recommendations, opinion of probable construction costs, construction observation and temporary repair plans.

#### 3.0 SCHEDULE

Work will begin upon authorization to proceed from the Escambia County Department of Solid Waste Management.

#### COMPENSATION

This task order is issued on a lump sum basis in the amount of \$37,640 and invoices to be submitted monthly based on the estimated percent of each task completed during each billing period for the duration of the project. Consultant to provide justification for billing based on work completed in accordance with deliverables.

Department of Solid Waste Management Attn: Denee Rudd, Accounting Supervisor 13009 Beulah Road Cantonment, Florida 32533-8831

Date	Date		
8-6-14	7-29-14		
Brent Schneider Engineering & Environmental Quality Manager Escambia County Department of Solid Waste Management	Jason L. Lashley Regional Manager Sigma Consulting Group		
ISSUED BY	ACCEPTED BY: Gara L. Lashley		

3298 Summit Boulevard, Suite 32
Pensacota, FL 32503
Phone (850) 332-7912
Fax (850) 432-8870
www.sigmacg.com

# Beulah Landfill Review, Recommendations, Opinion of Probable Construction Cost, Temporary Repair Plan, Permanent Repair Plans & Construction Observation

SIGMA will provide the engineering services to provide the review of the existing design drawings/calculations, if available, that were prepared to construct the bridge structure/stormwater systems and a visual inspection of the construction materials that were utilized during the construction of the infrastructure in question. The design and construction materials utilized for the bridge/stormwater structures will be evaluated by review and visual inspection, respectively, to determine if they conform to the most current Escambia County Stormwater Design Standards and applicable Technical Specifications, respectively. The report will also include a recommendations section that details design upgrades or changes that need to occur prior to the repair of the damaged area in question. The project will also include the construction observation services required to observe the temporary or permanent repair activities in the following areas:

- 1. Coffee Creek Bridge Temporary Repair
- 2. Stormwater System Permanent Repair Northeast Corner
- 3. Stormwater System Permanent Repair Southeast Corner,
- 4. Stormwater System Permanent Repair North Borrow Pit adjacent to IP Pipeline
- 5. Various Repairs: Cover installation for exposed drums in SE corner

The scope details as follows:

#### Task 100 Review:

SIGMA will provide the engineering services necessary to review the original construction plans and design calculations, if they area available, to identify areas in the original design, for the areas listed above, that may not meet Escambia County stormwater design standards. SIGMA will also provide a review of the existing construction materials based upon a visual inspection in and identify items which do not meet current Escambia County Technical Specifications.

The areas to be reviewed list as follows:

- 1. Coffee Creek Bridge
- 2. Northeast Stormwater Pond
- 3. Southeast Stormwater Pond
- 4. North Borrow Pit
- 5. Southeast Cover for Exposed Drums

Task 100 Fee = \$2.570.00

#### Task 200: Recommendations

SIGMA will provide the engineering services necessary to develop recommendations to temporarily or permanently repair and/or upgrade the bridge/drainage infrastructure to reduce the possibility of another failure in the future. SIGMA will determine if an immediate repair is necessary to prevent the damaged areas from degrading further. If the need for such a repair is determined then SIGMA will utilize the best available aerial photographs, as-built information, construction drawings, etc.... to develop one (1) temporary repair drawing for the location(s) in question.

The areas for recommendations list as follows:

- 1. Coffee Creek Bridge
- 2. Northeast Stormwater Pond
- 3. Southeast Stormwater Pond
- 4. North Borrow Pit
- 5. Southeast Corner for Exposed Drums

Task 200 Fee = \$ 2.950.00

#### Task 300: Opinion of Probable Construction Cost

SIGMA will provide the engineering services necessary to develop an Opinion of Probable Construction Cost to temporarily or permanently repair and/or upgrade the existing bridge/stormwater infrastructure in accordance with the recommendations from Task 300. The opinion of probable cost will be based upon Escambia County's most current General Paving and Drainage Pricing Agreement. The estimated quantities to temporarily or permanently repair and/or upgrade the damaged areas will be entered into the County's pricing agreement spreadsheet and it will be provided to the County for their use during the construction phase of the project.

The areas for opinions of probable cost list as follows:

- 1. Coffee Creek Bridge
- 2. Northeast Stormwater Pond
- 3. Southeast Stormwater Pond
- 4. North Borrow Pit
- 5. Southeast Corner for Exposed Drums

Task 300 Fee = \$3,540.00

#### Task 400: Temporary Repair Plan

SIGMA will prepare temporary repair plans, if required, for the contractor to utilize during the construction. The temporary repair plan will be based on Task 200 above, the best available as-built data, topographic information and aerial information. The repair plan will meet current County standards, State standards and applicable technical specifications. At this time we anticipate one (1) temporary repair plan for the Coffee Creek Bridge. The purpose of this repair plan is re-establish the original roadway sections on the north and south approach areas and open the road to vehicle traffic. Permanent repair for this bridge structure is not included in this scope.

Task 400 Fee = \$ 3,590.00

#### Task 500: Permanent Repair Plans

SIGMA will prepare permanent repair plans to address the damage to the following areas at the facility:

- 1. Northeast Stormwater Pond
- 2. Southeast Stormwater Pond
- 3. North Borrow Pit
- 4. Southeast Corner Exposed Drums

The permanent repair plan will be based on Task 200 above, the best available as-built data, existing design drawings/calculations, topographic information and aerial information. The repair plan will meet current County standards, State standards and applicable technical specifications. In addition, we will recommend enhancements to key system components within the area for future sustainability. Due to the nature of the work, environmental permits are not anticipated for these activities. A detailed breakdown for each area lists as follows:

#### Task 501: Northeast Stormwater Pond

SIGMA will develop one (1) permanent repair plan sheet and one (1) detail sheet to remove and replace the existing underdrain and repair the erosion/scour that occurred within this stormwater system. The new underdrain system will be designed in accordance with the most current Northwest Florida Water Management District (NWFWMD) Permitting Guidelines. A new stormwater permit for the facility will not be pursued in this project.

#### Task 502: Southeast Stormwater Pond

SIGMA will develop one (1) permanent repair plan sheet to repair the erosion/scour that occurred within this drainage system. The repair plan will also include grading enhancements to divert offsite runoff away from the stormwater system.

#### Task 503: North Borrow Pit

SIGMA will develop one (1) permanent repair plan sheet to address the side slope erosion that has occurred within the existing borrow pit.

# Task 504: Southeast Corner Exposed Drums

SIGMA will develop one (1) permanent repair plan sheet to address the erosion/scour that has exposed the drums in this portion of the facility. SIGMA will coordinate closely with the Florida Department of Environmental Protection to develop a closure plan that is accordance with the applicable State standards.

Task 500 Fee = \$ 15,040.00

### Task 600: Construction Observation Services

SIGMA will provide one inspector to provide part-time onsite construction observation services for the Coffee Creek Bridge Temporary Repair, Stormwater System Repairs and Various Repair projects described above. SIGMA will provide daily construction reports for the repair activities that occur at the facility and it is assumed that the repair activities will require 30 working days at 4 hours per day. The inspector's duties will include providing

- 1. Daily reports
- 2. Interpretation of contract documents and contractor requests
- 3. Coordination between the contractor and County staff
- 4. Coordinate and attend Pre and Post-Construction meeting

Task 600 Fee = \$ 9,950.00

Total Lump Sum Fee = \$37,640.00

#### Deliverables:

- One (1) report detailing the Review, Recommendations, & Opinion of Probable Construction Costs outlined above
- Final Temporary/Permanent Repair Drawings listed below:

Key Sheet	1 sheet
General Note Sheet	1 sheet
Temporary Repair Drawing - Plan View	1 sheet
Permanent Repair Drawings	4 sheets
Details	2 sheets
Details	9 sheets

• Daily Reports

#### Meetings:

One (1) onsite meeting with County

One (1) plan-in-hand review with County

One (1) review meeting at County Office

#### **Permitting**

The scope does not include any environmental permitting. At this time it is not anticipated that this will be necessary for this project.

#### Reviews:

One (1) review after draft submittal

One (1) review after Final Submittal

If the deliverables, meetings, permitting or reviews listed above change then the scope and fee for the project will need to be revised accordingly.

# ENGINEERING SERVICES FOR Boulah Landfill - Review, Recommendations, Temporary Repair, Permanent Repair & Construction Observation

				Engineering			
	Task Description	Engineer (hours)	Admin (hours)	Sr. Inspector (hours)	CADD (hours)	Sr. Engr. (hours)	8
1	Task 100 : Review	18	1	0	0	8	\$2,570.60
2	Task 200 : Recommendations	20	1	0	0	8	\$2,050.00
3	Task \$00 : Opinion of Probable Costs	20	1	0	4	10	\$3,540.00
4	Yask 400 : Temporary Repair Plans	18	1	0	12	8	\$3,520.00
5	Tosk 500 : Permanent Repair Plans						\$6,550.00
_	Task 501 : NE Pand Task 502 : SE Pand	40	<del>                                     </del>	0	20 18		\$4,690.00
	Task 503 : N Borrow Pit	8	1	0_	4	4	\$1,650.00
	Task 504: SR Exposed Drums	- 8	1	-	- 4	-8-1	\$2,150.00
6	Task 660 : Construction Observation Services	•	1	120	0	12	00.020,08
	Total	152	9	120	60	74	
		\$95.00 \$ 14,440.00	\$50.00 \$ 450.00	\$70.00 \$ 8,400.00	\$85.00 \$ 5,160.00	\$125.00 \$ 9,250.00	\$37,640.01



# Task Order / F.S. 286.011 Public Meetings And Records (Sunshine Law) Checklist

The following checklist is intended to provide a method to assure compliance with Florida Statute 286.011, Public Meetings and Records, known as the "Sunshine Laws".

Stat	ute 286.011, Public Meetings and Necords, known as the Gardenie Laws
<b>હ</b>	Construction Based Task Order – Estimated Value \$ \$\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\fin}{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\fin}{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\fig}{\fint}}}}}}{\frac{\frac{\fir}{\firac{\fir}{\fint}}}}}{\frac{\frac{\fir}{\firac{\fir}{\firint{\frac{\fir}{\firac{\frac{\fir}{\fir\fir\fir\f{\fir}{\firint}}}}{\firac{\firac{\fir}{\firii}}}}{\firac{\fir\fir\fir\f{\firii\fir\f{\fir\fir\fir\f{\fir\fir\fir\f{\fir\fir\fir\f{\fir\fir\f{\fir\f{\fir\fir\f{\firi
	Study Based Task Order – Estimated Value \$
	Contract Number
•	Committee members
	BRENT SCHNEIDER
	DOYLE BUTLER
	DEVON KENNEY
•	Firms reviewed (please list all firms that were reviewed for possible consideration)
	HDR GEOSYNTEC
	urs
	SIGMA
	ScS
	(Include additional pages, if required)
•	Ranking of final three firms
	1. SIGMA
	2. HDR
	3. URS
•	Motion made by: BRENT
•	Motion seconded by: Doyce
•	Vote:
	. DEVON KENNEY - YES
	· BRENT SCHWEIDER- YES
	. DOYLE BUTLER - YES
•	Rank/Decision date
	07, 01, 14



# Task Order / F.S. 286.011 Public Meetings And Records (Sunshine Law) Checklist

shall be			d firm (please be aware that these mee th they are being held two business day
advance	of their occur		
	_	·	Looption
01	Date / <b>30</b> / <b>/</b> 4	Time <b>3:00</b> (6.m)	Location  SOLID WASTE
	<u> </u>	a.m./p.m.	20010 WHOLD
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	<u>'</u>	(Include additional)	pages, if required)
	• •	ting prior to the meeting a.m./p.m.	
			Hame
Meeting	taped and mi	nutes prepared by	
Meeting	taped and mi	nutes prepared by	
Minutes	s, tapes, backı		provided to the Office of Purchasing with
Meetino	taned and mi	nutes prepared by	

#### ENGINEERING SERVICES FOR Beulah Landfill Coffee Creek Bridge Manhour Estimate

			\$50	\$75	\$85	\$95	\$125			
	Task Description	Sheets	Admin (hours)	Sr. Inspector (hours)	CADD (hours)	Engineer (hours)	Sr. Engr. (hours)	SIGMA	Subconsultants (lump sum)	\$
	Task 100 : Geotechnical		1			2	2	\$490.00	\$ 690.00	\$1,180.00
1	Task 100 : Geotechnical									
4	Task 200 : Bridge Hydraulic Analysis		1		4	24	8	\$3,670.00		\$3,670.00
3	Task 300 : Construction Plans	5	1		24	16	8	\$4,610.00		\$4,610.00
2	Task 300 : Bridge Design	6	1		8	8	8	\$2,490.00	\$ 7,500.00	\$9,990.00
	TOTAL TOTAL CONTRACTOR OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE P		2	1	4	12	8	\$2,580.00		\$2,580.00
5	Task 500 : Bidding Assistance		- 2			1.2				
6	Task 600 : Construction Assistance (Optional Services)		2	16	0	0	8	\$2,300.00		\$2,300.00
	Total=		8	16	40	62	42			
			s 400.0	0 \$ 1,200.00	\$ 3,400,00	\$ 5,890,00	\$ 5,250.00	-		\$24,330.0

<u>Updated : 2-19-15</u>

Total Lump Sum Engineering Fee= \$24,330.00

# BEULAH LANDFILL - COFFEE CREEK BRIDGE DESIGN

**Date : February 16, 2015** 

### **Description**

SIGMA will provide the engineering services to update the previous bridge design for the Coffee Creek Bridge that was provided in 1997 to conform to the most current Escambia County and FDOT Design standards. SIGMA's initial review of the previous design revealed that the proposed bridge structure was not designed to meet the flow rates or hydraulic grade line generated by a 25 year storm event for Coffee Creek. The tasks required to design the bridge lists as follows:

### Task 100: Geotechnical Investigation

In 1997, a geotechnical investigation was performed for the Coffee Creek Bridge to install a concrete bridge with piles. The existing soil boring information is suitable to use for the Conspan bridge system, but some additional investigation will need to be performed. SIGMA's subconsultant will provide the following services and issue an updated report:

- Evaluate the 1997 borings.
- Provide recommendations for site preparation including general comments, subgrade preparation, fill placement, compaction, testing requirements, etc.
- Provide recommendations for foundation design for the bridge including an allowable soil bearing pressure and estimated settlement.

Task 100 Geotechnical (subconsultant) Fee = \$690.00 Task 100 Engineering Fee = \$490.00

# Task 200: Bridge Hydraulic Analysis

SIGMA will provide the engineering services necessary to provide the hydrologic/hydraulic analysis that will be necessary to design a new bridge system in accordance with applicable state and local regulatory agencies. HEC-RAS will be utilized to provide the hydraulic and scour analysis for the proposed bridge drainage system.

Task 200 Engineering Fee = \$3,670.00

# Task 300: Bridge Plan/Profile

SIGMA will provide the engineering services necessary to prepare construction plans to replace the existing bridge structure. SIGMA will develop a complete set of design drawings consisting of a key sheet, general note sheet, a bridge plan/profile sheet, an erosion control sheet, and a bridge/channel cross-section detail sheet to construct a new roadway/bridge for the limits of this project in accordance with *Escambia County & FDOT* Specifications and Standards. The roadway plans will be submitted in accordance with the most current Escambia County Standards.

Task 300 Engineering Fee = \$4,610.00

# Task 400 : Bridge Design

It is our intent that the proposed bridge consist of a precast concrete structure such as the ConSpan bridge unit and headwall, or approved equivalent. SIGMA will work with CONTECH Engineering Solutions LLC to develop preliminary drawings for use in bidding. This includes the following items:

- Prepare basic ConSpan O-Series drawings/details specific for the project that can be
  incorporated into our construction bid package. The preliminary drawings will not be
  stamped by a licensed Professional Engineer. Note that it will be the Contractor's
  responsibility to get final signed and sealed structural drawings and accompanying
  calculations for the structure (or approved equal) prior to construction.
- Prepare engineering calculations and details for the ConSpan foundation design.
   Foundation design will be prepared in accordance with the recommendations from the project geotechnical report provided under Task 100. Foundation design will be signed and sealed by a Professional Engineer registered in the State of Florida.

Task 400 Bridge Design (subconsultant) Fee = \$7,500.00 Task 400 Engineering Fee = \$2,490.00

### Task 500 Bidding Assistance

SIGMA will provide the coordination necessary to initiate and complete the bidding process. SIGMA will provide the following services to complete this task:

- 1. Prepare bid documentation in accordance with County specifications, if necessary.
- 2. Provide a bid tabulation.
- 3. Attend Pre-Bid Meeting.
- 4. Provide feedback for contractors' requests for additional information.
- 5. Review Shop Drawing for Bridge Structure.

Task 500 Engineering Fee = \$2,580.00

#### **Task 600 Construction Assistance**

As an optional service, SIGMA can provide construction administration and assistance as necessary to facilitate the construction of the project. SIGMA will provide the following services on an as-need basis, to complete this task:

- 1. Staff will be available for field observations, review and interpretation of contract documents and contractor requests.
- 2. Coordination between the contractor and County staff.
- 3. Coordinate and attend Pre and Post-Construction meeting.

Task 600 Engineering Fee = \$2,300.00

*Total Lump Sum Fee* = \$24,330.00

#### **Deliverables:**

#### 60% Critical Path Items

Geotechnical investigation is the critical path items for this submittal. This item will be necessary to finalize the structural design for the bridge and the roadway typical section within the project limits. The final submittal preparation will begin when the proposed design is formally reviewed and commented on by Escambia County.

SIGMA will provide two (2) plan submittals containing the following sheets/items:

• One (1) Probable Construction Cost Estimate

#### **60%** Construction Plans

#### **Submittal**

Three (3) hard copies & 1 PDF copy of 11" x 17" drawings; Scale 1"=40' The drawings/items to be submitted list as follows:

Key Sheet	1 sheet
General Note Sheet	1 sheet
Bridge Plan/Profile, Erosion Control, & Detail sheets	3 sheet
Bridge Structure Sheets (by others)	6 sheets
	9 sheets

#### **Final Construction Plans**

#### Submittal

3 copies of 11" x 17" drawings; Scale 1"=40'

One (1) CD copy of ACAD drawing files

One (1) PDF copy of drawings

One (1) copy of drainage documentation

One (1) copy of project bid tabulation

One (1) copy of geotechnical investigation

One (1) electronic copy of all information listed above

#### Meetings

- (2) Field Meetings
- (2) Project Review Meetings

#### **Permitting**

The scope does not include wetlands delineation or associated permitting. At this time it is not anticipated that this will be necessary for this project. If any of the items listed above are revised, then the scope and fee will need to be revised accordingly.



# BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-7928 County Administrator's Report 12. 2. BCC Regular Meeting Budget & Finance Consent

**Meeting Date:** 04/09/2015

Issue: Change Order to Purchase Order # 150802, HDR Engineering, Inc. -

Recycling Services Evaluation of Recyclables Processing Services

**From:** Pat Johnson, Department Director

**Organization:** Solid Waste

**CAO Approval:** 

#### **RECOMMENDATION:**

Recommendation Concerning a Change Order to HDR Engineering, Inc. - County's Joint Procurement Effort (with the Emerald Coast Utilities Authority) of Recyclables

Processing Services - Patrick T. Johnson, Solid Waste Management Department Director

That the Board approve and authorize the County Administrator to execute the following Change Order #1, to HDR Engineering, Inc., for the County's continued efforts to evaluate and jointly procure (with the Emerald Coast Utilities Authorities) recyclables processing services:

<b>D</b>	0 11 11 11 11
Department:	Solid Waste Management
Division:	Engineering and Environmental Quality
Туре:	Addition
Amount:	\$89,905
Vendor:	HDR Engineering, Inc.
Project Name:	Recycling Services Evaluation
PO#:	150802
CO#:	1
Cost Center for CO:	230304
Original PO Amount:	\$148,621
Cumulative Amount of Change Order:	\$89,905
New PO Total:	\$238,526

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

# **BACKGROUND:**

On November 17, 2014, the Board approved a Purchase Order to HDR Engineering, Inc., per the terms and conditions of PD 13-14.087, Solid Waste Consulting Services for Recycling Services Evaluation, in the amount of \$148,621. This is a joint effort with the Emerald Coast Utilities Authority (ECUA) to procure recyclables processing services. Due to a number of responses and the degree of variables involved, additional review of responses is required to evaluate proposed terms and conditions. A more in-depth review of the Solid Waste Enterprise Fund is being required to further evaluate the financial commitment that the County would be making in retaining a waste/recycling vendor for a 30 year waste supply agreement. In addition, further engineering study is required to examine costs of landfill mining and cell construction associated with landfill development to maintain long term waste disposal capacity for BCC. The purpose of this Change Order is to provide additional funding in support of activities performed by HDR Engineering, Inc., resulting from the County's continued efforts to evaluate and jointly procure (with the ECUA) recyclables processing services.

#### **BUDGETARY IMPACT:**

Funding for this project is available in Fund 401 Solid Waste, Cost Center 230304, Object Code 53101.

#### **LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

### **PERSONNEL:**

N/A

#### POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the provisions of The Escambia County Florida Code of Ordinances, Chapter 46, Finance, Article II, Purchases and Contracts.

#### IMPLEMENTATION/COORDINATION:

Upon approval of this recommendation, a Change Order will be transmitted to the Office of Purchasing for processing.

# **Attachments**

Change Order #1
CO Budget Sheet

### Change Order No. 1

#### **Escambia County Recycling Services Evaluation**

PD - 13-14.087

The purpose of this Change Order No. 1 is to provide additional funding in support of activities to be performed by HDR Engineering, Inc. (HDR) resulting from the County's continued efforts to evaluate and jointly procure (with the ECUA) recyclables processing services. The attached budget spreadsheet (Appendix A) depicts: (1) the original project budget with budgeted hours in each task, and (2) the additional scope, hours, and fee estimated to be required by HDR to complete the known elements of this project at this time. The task descriptions below provide additional supporting detail to the attached budget spreadsheet.

#### Task 1 - Project Management

The original scope of work for this project anticipated a six month performance period for the work. As a result of the complex procurement process and on-going negotiations with ECUA, it is anticipated that the schedule for this project will extend well beyond the original project schedule. This change order will provide funding to support HDR's continued project management efforts for a period of four additional months (thru mid August 2015).

#### Assumptions:

• 40 hours of project management services (approx.. 10 hours/month)

#### Task 2 - Procurement Support and Document Review

This task has been completed. No additional work or funding has been included in this change order for this task.

#### Task 3 - Procurement Review and Due Diligence

HDR's original scope of services anticipated the receipt of three proposals for review. A total of seven proposals requiring review and comment have been received. In addition, HDR has been requested to serve as a member of the joint County / ECUA Selection Committee. The funding shown in the Change Order budget provides for senior staff time to review (and participate in meetings, conference calls, etc.) for the four additional proposals received as well as to support HDR's continued participation on the joint County/ECUA Selection Committee.

#### Assumptions:

- 46 hours to review the additional four proposals received.
- A total of 12 senior staff days (96 hours) associated with participation in the County/ECUA Selection Committee

#### Task 4 – Contract Negotiation

This task has not been started. No additional work or funding has been included in this change order for this task.

#### Task 5 - Financial Analysis and Efficiency Study

As part of Task 5, HDR was to review the County's existing financial model for its Solid Waste Enterprise Fund. The County's model was prepared as part of procurement process during 2013/2014 and projected revenues and expenses for a three year period. HDR will revise the financial model to further evaluate the financial commitment that the County would be making in retaining a waste/recycling vendor for a 30 year waste supply agreement. As a result, HDR will construct a more comprehensive financial model that evaluates the financial solvency of the Solid Waste Enterprise Fund over a 10 year period assuming various levels of waste diversion. HDR will also assist the County in forecasting future Capital Improvement Projects (CIP) associated with capacity expansions of the County's Perdido Landfill.

#### Assumptions:

- 98 hours for expansion/revisions to County financial model
- 102 hours for model runs and continued support (conference calls, meetings, etc.)
- 80 hours for engineering analysis to evaluate the CIP for the Perdido Landfill and to develop design modifications and design/construction cost estimates.

#### Compensation

In support of the additional scope of work provided above and in Appendix A, HDR and Escambia County agree to amend the compensation associated with this project from \$148,621 to \$238,526. To the extent the additional hours / compensation added to the budget for this project are not required to be spent by HDR, the total budget agreed by HDR and the County will not be invoiced to the County.

# Appendix A. Solid Waste Consulting Services for Recycling Services Evaluation, PD 13-14:087.

								Budget for	Original Scope	riginal Scope of Services			Additional Services Needed - Change Or				
							La	bor	Expenses			Labor		Expenses			
Task	Proj. Dir.	Prin. Eng.	Prin. Analyst	Sr. Analyst	Clerical II	Sr. Accounting											
Description	\$76.93	\$81.50	\$63.57	\$34.82	\$28.01	\$44.52	Total Hours	Total Labor	Travel	Subconsultant	Total Fee	Total Hours	Total Labor	Travel	Total Fee		
SUMMARY OF TASKS																	
Task 100 Project Management and General Advisory Services (6 Months)	28	0	0	28	14	10	80	\$12,066	\$ 1,000	\$ 4,000	\$17,066	40	\$6,645	\$ 175	\$6,8		
Task 200 Procurement Support and Document Review	44	6	6	58	10	0	124	\$19,940	\$ 600	\$9,000	\$29,540						
Task 300 Procurement Review and Due Diligence	66	0	-	96			185	\$29,687	\$ 600	\$ 5,250	\$35,537	142	\$29,997	\$ 2,600	\$32,5		
Task 500 Frocurement Review and Due Dingence	00	,	,	90	8		163	\$25,087	\$ 000	\$ 3,230	\$33,331	142	\$29,997	\$ 2,000	\$32,3		
Task 400 Contract Negotiations	40	8	8	52	8	0	116	\$19,081	\$ 600	\$ 4,500	\$24,181						
Task 500 Financial Analysis	44	40	26	118	8	0	236	\$38,422	\$ 1,875	\$ 2,000	\$42,297	280	\$48,838	\$ 1,650	\$50,4		
TOTALS	222	63	46	352	48	10	741	\$ 119,196	\$ 4.675	\$ 24,750	\$ 148.621	462	\$ 85,480	\$ 4.425	\$ 89,90		
TOTALS	222	0.3	40	332	40	10	/41	\$ 119,190	\$ 4,073	\$ 24,730	\$ 140,021	402	\$ 05,400	\$ 4,423	\$ 39,90.		
											\$148,621				\$89,90		

\$238,526

	Proj. Dir.	Prin. Eng.	Prin. Analyst	Sr. Analyst	Clerical II	Sr. Accounting	Labor Hours	Direct Labor	Op Margin	OH	Т	Total Labor	Expenses
	\$76.93	\$81.50	\$63.57	\$34.82	\$28.01	\$44.52							
Task 300 Procurement Review and Due Diligence							-						
Review of 4 additional proposals	16	3	2	24	1	-	46	\$ 2,476	\$ 718	\$ 6,8	13 \$	7,531	
Participation in Selection Committee Meetings	36	-	-	-	-	-	36	\$ 2,769	\$ 803	\$ 7,62	22 \$	8,425	\$ 1,560
Task 500 Financial Analysis									\$ -	\$ -	\$	-	
2 additional in-person meetings	20	0	0	24	0	0	44	\$ 2,374	\$ 689	\$ 6,53	34 \$	7,223	\$ 1,390
Additional conference call	4	0	0	4	0	0	8	\$ 447	\$ 130	\$ 1,23	30 \$	1,360	
Additional work on financial modeling	12	0	2	32	0	0	46	\$ 2,980	\$ 864	\$ 8,20	00 \$	9,064	
Additional review of County cost calculations and timing for CIP projects	0	10	0	4	0	0	14	\$ 954	\$ 277	\$ 2,62	26 \$	2,903	
							194	\$ 12,000	\$ 3,480	\$ 33,02	24 \$	36,504	
_							_						
_	Proj. Dir.	Prin. Eng.	Prin. Analyst	Sr. Analyst	Clerical II	Sr. Accounting	Labor Hours	Direct Labor	Op Margin	OH	Т	Total Labor	Expenses
	\$76.93	\$83.20	\$63.57	\$36.56	\$28.01	\$46.08							
Task 100 - Project Management	16			16		8	40	\$2,184	\$ 633	\$6,0	)12 \$	6,645	\$ 175
Task 300 Procurement Review and Due Diligence	60						60	\$4,616	\$ 1,339	\$12,7	703 \$	14,041	\$ 1,040
Task 500 Financial Analysis	32	40		96			168	\$9.300	\$ 2.697	\$25.5	592 \$	28.289	\$ 260



# BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-7963 County Administrator's Report 12. 3. BCC Regular Meeting Budget & Finance Consent

Meeting Date: 04/09/2015

**Issue:** Low Income Direct Emergency Assistance Program (LIDEAP)

From: Marilyn D. Wesley, Department Director

**Organization:** Community Affairs

**CAO Approval:** 

#### **RECOMMENDATION:**

Recommendation Concerning Implementation of the Emergency Low Income Direct Emergency Assistance Program - Marilyn D. Wesley, Community Affairs Department Director

That the Board authorize the Community Affairs Department/Human Assistance Division to begin implementation of the Emergency Low Income Direct Emergency Assistance Program (LIDEAP), providing emergency assistance for qualified individuals and households on their utilities/fuel, rent/mortgage, food, and medication needs.

[Funding Source: Fund 102, Economic Development, Cost Center 360704]

#### **BACKGROUND:**

The Direct Emergency Assistance Program is designed to assist the emergency needs of residents of Escambia County by providing limited one-time financial assistance in crisis situations when no other resource is available. This program is a temporary emergency assistance and is not on-going public assistance. It will be a program of last resort for a one-time event to an individual or household during the existence of the program. The program will have ceiling limits up to \$500 for utilities, food, and medications; and up to \$700 for rent/mortgage assistance. The level of assistance will be determined based on need and documentation of the need.

The Board approved the concept of the program at the December 11, 2014 meeting with direction to bring back a plan of implementation. It has been determined this program can be administered within the Department of Community Affairs/Human Assistance Division eliminating an administrative cost for program implementation if administered by an outside agency. All funds allocated for this program can be spent on direct needs of County residents.

# **BUDGETARY IMPACT:**

A total of \$98,062.21 has been approved by the Board at the December 11, 2014 meeting to implement this assistance program for County residents. Funds are allocated in the Economic Development Fund (102), Cost Center 360704.

#### **LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

#### **PERSONNEL:**

The current staff within the Community Affairs Department will be implementing and administering the program for qualified individuals and households. All qualifying individuals/households shall not exceed the 200% federal poverty guidelines issued by the Department of Health and Human Services.

#### POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

#### IMPLEMENTATION/COORDINATION:

The implementation date of this program can begin on Monday, April 13, 2015. The program application, process, and policy is complete. The application process has been vetted similar to other agencies who provide assistance to residents (Community Action Agency, Catholic Charities, Salvation Army, etc.) to ensure that due diligence will be done by staff prior to approvals of any assistance provided.

#### **Attachments**

20141211BCC LIDEAP
2015 Federal Poverty Guidelines
LIDEAP Packet

BCC: 12-11-2014



### BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

**ORGANIZATION:** County Administration

FROM: Jack Brown, County Administrator

DATE: December 10, 2014

**ISSUE:** Low Income Direct Emergency Assistance Program (LIDEAP)

CAO Approval: purel

#### RECOMMENDATION:

Recommendation Concerning Approval of the Emergency Low Income Direct Emergency Assistance Program (LIDEAP) with Funding in FY2015 not to exceed \$98,062.21 – Amy Lovoy, Interim Assistant County Administrator

That the Board do the following:

- A. Approve and authorize the LIDEAP in an amount not to exceed \$98,062.21 for FY2015. This program will provide emergency assistance for those qualifying individuals or households on their utility (electric, water, gas/propane) bills.
- B. Set the household income to qualify for assistance at 200% of the federal poverty guidelines as issued by the Department of Health and Human Services.
- C. Approve amounts to be expended under this program annually during the budgetary process.

[Funding Source: Economic Development Fund (102), Cost Center 360704]

#### BACKGROUND:

The Direct Emergency Assistance Program is designed to meet the emergency needs of residents of Escambia County by providing financial assistance with rent/mortgage, utilities/fuel, food and medication. Situations arise where, due to a family crisis, loss of employment, or some other emergency, an individual or family can find that they are temporarily unable to provide themselves with shelter, food, heat, electricity, or medicine. By providing a food voucher, a rent payment, a medicine voucher or a utility/fuel payment, this program is keeps individuals and families from going without a necessity which is vital to their existence. The Escambia County DEAP program provides temporary emergency assistance and is not ongoing public assistance. It is a program of last resort and available for a one-time event to a family during the existence of the program at a ceiling of \$500.

Addendum #8 County Administrator's Report BCC: 12-11-2014

#### **BUDGETARY IMPACT:**

A total of \$50,000 was budgeted for this program in FY14. A pilot program was conducted under which a total of \$1,937.79, leaving a balance of \$48,062.21. Another \$50,000 was budgeted in FY15 bringing the total funding available this fiscal year to \$98,062.21. These funds will be expended from the Economic Development Fund

#### LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

#### POLICY/REQUIREMENT FOR BOARD ACTION/DISCUSSION:

N/A

#### **IMPLEMENTATION REQUIREMENTS:**

The County Administrator will bring back to the Board for approval an agreement with the agency that will administer this program.

#### **COORDINATION WITH OTHER AGENCIES/PERSONS:**

N/A

#### **ESCAMBIA COUNTY**

Low Income Direct Emergency Assistance Program (LIDEAP)

	CHECKLIST OF INFORMATION
To:	Staff:

All information that applies to your household must be submitted before your application or services can be completed.

## Low Income Direct Emergency Assistance Program (LIDEAP)

The Direct Emergency Assistance Program is designed to meet the emergency needs of residents of Escambia County by providing financial assistance with rent/mortgage, utilities/fuel, food and medication. Situations arise where, due to a family crisis, loss of employment, or some other emergency, an individual or family can find that they are temporarily unable to provide themselves with shelter, food, heat, electricity, or medicine. By providing a food voucher, a rent payment, a medicine voucher or a utility/fuel payment, this program is keeps individuals and families from going without a necessity which is vital to their existence. The Escambia County DEAP program provides temporary emergency assistance and is not on-going public assistance. It is a program of last resort and available for a one-time event to a family during the existence of the program at a ceiling of \$500.

To apply to the DEAP program please contact one of the agencies listed below and set up an appointment;

- Community Action Committee Program at (850) 438-4021
- Catholic Charities at (850) 435-3516
- Salvation Army at (850) 432-1579

The agency's caseworker will complete the screening form, gather the necessary documentation, and fax the application to the Escambia County Department of Community Affairs.

#### IDENTIFICATION INFORMATION

- o Photo ID (Applicant Only)
- Social Security Card(s) for you and each family member
- O Birth Certificate (Household members 18 yrs. and under)
- O Verification of address if your I.D. is different from Gulf Power/ECUA service address
- Utility Bill Regular, Late Notice or Final Notice

#### **INCOME INFORMATION**

#### IF WORKING:

- O Current Gross Earnings for the last thirty (30) days for all household members that
- o are employed (Last 2 current check stubs if paid biweekly; last 4 check stubs if paid weekly)
- o Copy of Last Year's Filed Tax Return Schedule C (self-employed only).

#### IF NOT WORKING:

- ALL household Adults 19 yrs. & older WILL NEED:
  - Social Security Wage History

 Unemployment Wage Transcript from the Florida Reemployment Assistance Program (If you worked in the last 2 years and earned MORE than \$6000.00) (Please call 1-800-204-2418)

#### OR

• Adults 19 - 25 yrs. in school, must verify that they are a full-time student

#### OTHER SOURCES OF INCOME:

- SOCIAL SECURITY BENEFITS (SSA, SSI/SSD)- A current letter, printout, or statement of monthly income from Social Security Office, Cash Assistance – DCF
- o PENSIONS: A current letter, printout or statement from benefit provider (Veteran's Administration; Worker's Compensation; Short-term disability; Long-term disability)
- o DCF ASSISTANCE: Cash Assistance/Food Stamp (Award Letter /Benefit Printout)
- o CHILD SUPPORT:
  - Provide proof of child support documentation for each absent or non custodial parent or documentation that a child support application has been started, if there is not a current child support history.

#### OR

- Notarized statement of agreement with each absent or non custodial parent
- Housing Certificate or Section 8 (we need the Utility Allowance NOT copy of lease).

### **2015 POVERTY GUIDELINES**

ALL STATES (EXCEPT ALASKA AND HAWAII) AND D.C.

#### **ANNUAL GUIDELINES**

FAMILY		PERCENT OF POVERTY GUIDELINE									
SIZE	100%	120%	133%	135%	140%	145%	150%	175%	185%	200%	250%
1	11,770.00	14,124.00	15,654.10	15,889.50	16,478.00	17,066.50	17,655.00	20,597.50	21,774.50	23,540.00	29,425.00
2	15,930.00	19,116.00	21,186.90	21,505.50	22,302.00	23,098.50	23,895.00	27,877.50	29,470.50	31,860.00	39,825.00
3	20,090.00	24,108.00	26,719.70	27,121.50	28,126.00	29,130.50	30,135.00	35,157.50	37,166.50	40,180.00	50,225.00
4	24,250.00	29,100.00	32,252.50	32,737.50	33,950.00	35,162.50	36,375.00	42,437.50	44,862.50	48,500.00	60,625.00
5	28,410.00	34,092.00	37,785.30	38,353.50	39,774.00	41,194.50	42,615.00	49,717.50	52,558.50	56,820.00	71,025.00
6	32,570.00	39,084.00	43,318.10	43,969.50	45,598.00	47,226.50	48,855.00	56,997.50	60,254.50	65,140.00	81,425.00
7	36,730.00	44,076.00	48,850.90	49,585.50	51,422.00	53,258.50	55,095.00	64,277.50	67,950.50	73,460.00	91,825.00
8	40,890.00	49,068.00	54,383.70	55,201.50	57,246.00	59,290.50	61,335.00	71,557.50	75,646.50	81,780.00	102,225.00

For family units of more than 8 members, add \$4,160 for each additional member.

#### MONTHLY GUIDELINES

FAMILY				Table 1	PERCENT O	F POVERTY G	UIDELINE				
SIZE	100%	120%	133%	135%	140%	145%	150%	175%	185%	200%	250%
1	980.83	1,177.00	1,304.51	1,324.13	1,373.17	1,422.21	1,471.25	1,716.46	1,814.54	1,961.67	2,452.08
2	1,327.50	1,593.00	1,765.58	1,792.13	1,858.50	1,924.88	1,991.25	2,323.13	2,455.88	2,655.00	3,318.75
3	1,674.17	2,009.00	2,226.64	2,260.13	2,343.83	2,427.54	2,511.25	2,929.79	3,097.21	3,348.33	4,185.42
4	2,020.83	2,425.00	2,687.71	2,728.13	2,829.17	2,930.21	3,031.25	3,536.46	3,738.54	4,041.67	5,052.08
5	2,367.50	2,841.00	3,148.78	3,196.13	3,314.50	3,432.88	3,551.25	4,143.13	4,379.88	4,735.00	5,918.75
6	2,714.17	3,257.00	3,609.84	3,664.13	3,799.83	3,935.54	4,071.25	4,749.79	5,021.21	5,428.33	6,785.42
7	3,060.83	3,673.00	4,070.91	4,132.13	4,285.17	4,438.21	4,591.25	5,356.46	5,662.54	6,121.67	7,652.08
8	3,407.50	4,089.00	4,531.98	4,600.13	4,770.50	4,940.88	5,111.25	5,963.13	6,303.88	6,815.00	8,518.75

Produced by: CMCS/CAHPG/DEEO

#### ESCAMBIA COUNTY, FL Low Income Direct Emergency Assistance Program (LIDEAP)

**Department of Community Affairs** 

#### **PROCESS**

The Low Income Direct Emergency Assistance Program (LIDEAP) has been established as a program of "last resort" for residents of Escambia County, FL who are facing financial difficulty, due to unforeseen circumstances and are seeking assistance with payment of their utility/utilities bill(s), rent/mortgage, food vouchers or prescription medication. This is a program of last resort and available for a one-time event to applicants during the existence of the program at a ceiling maximum of \$500. The customer must be currently residing at the address listed on bill(s).

Upon application the applicant will be given an application packet which may include, but not limited to the following documents:

- Eligibility Requirements
- Request for Assistance Form
- Program Application (Requires Notary Sign-off)
- Financial Hardship Form (Requires Notary Sign-off)
- Resident Verification Form, if applicable (Requires Notary Sign-off)
- Proof of residence Form, if address is different from valid ID (Requires Notary Sign-off)
- Proof of ownership, if applicable (House, condominium, trailer, camper)
- Last Resort Form
- Copy of most current utility bill(s) or rent/mortgage statement for residing address with amount due
- Copy of denial for food assistance from Department of Children and Families
- Invoice from pharmacy of cost of prescribed medication
- Verification of income for all household members 18yrs, and older for the past 30 days

Applicant must provide valid State ID and Social Security Cards for <u>all</u> household members. **NOTE:** BIRTH CERTIFICATES OR VALID VOTER REGISTRATION CARDS MAY BE USED IN LIEU OF A VALID FLORIDA ID.

If applicant or any household member that does not have most current employment check stub, they may present a letter from the employer (on company letterhead) with the employer's full name, address and telephone number verifying the applicant's work hours and gross pay for the past 30 days.

Once the application packet is complete and submitted, it will be reviewed by the designated staff for consideration for approval.

If approved, a utility payment/rent or mortgage form shall be emailed to the designated vendor. A county voucher shall be initiated and submitted to the Clerk of the Circuit Court. Once the voucher is processed a check will be issued to the vendor.

A case file will be maintained on each applicant with all program documents. Approvals and denials will be maintained in a database.

Program applicant(s) will be seen by appointment only, no walk-ins.

# ESCAMBIA COUNTY, FL LOW INCOME DIRECT EMERGENCY ASSISTANCE PROGRAM (LIDEAP)



Department of Community Affairs 221 S. Palafox Place Pensacola, FL 32502 (850) 595-3130 (OFFICE) • (850) 595-3134 (FAX)

#### **ELIGIBILITY REQUIREMENTS**

The Low Income Direct Emergency Assistance Program (LIDEAP) is designed to meet the critical needs of residents of Escambia County, FL by providing financial assistance with rent/mortgage, utilities/fuel, food and medication. The Applicant must meet qualifying guidelines for households who are faced with financial difficulties due to unforeseen circumstances. Applicants must show that they have insufficient resources to meet their need and the household income must meet the 200% Poverty Guideline.

#### PROGRAM REQUIREMENTS:

- · Applicant must provide valid photo ID
- Proof of residence if different from valid photo ID
- Applicant must provide Social Security cards for all household members
- Must provide verification of income for all household members 18yrs. and older for the past 30 days (Wage earnings, Social Security Benefits, Child Support Payments, VA Benefits, Retirement, Annuity, TANF, Unemployment Compensation Benefit)
- · Must complete Financial Hardship Declaration Form, if unemployed
- Total household income may not exceed 200% Poverty Guidelines
- · Must be a current resident of Escambia County, FL
- Must be a legal citizen of the US

#### Applicant(s) must provide the following for utility bill or rent/mortgage payment:

- o Applicant must be currently residing at the address listed on utility bill
- o Must present most current utility bill of residing address with amount due
- o Must complete Renter's Resident Verification Form, if applicable
- o Must produce verification of home ownership from Property Appraiser or Clerk of Court, if applicable

NOTE: This is a program of <u>last resort</u> and available for a one-time event during the existence of the program. The Program will not assist with deposits for new addresses. Charges resulting from illegal activities, such as meter tampering or returned check fees will be responsibility of the customer and will not be covered by this program.

#### Applicant (s) must provide the following for food voucher or prescription medication request:

- Written proof of food assistance denial from Florida Department of Children & Families (DCF)
- · Vendor medication invoice

#### NOTE: PLEASE COMPLETE ALL FORMS AS REQUIRED. Incomplete applications will not be considered.

Approved applicants will receive financial assistance up to a total maximum of \$500.

Payments to the vendor (not the applicant) will be made by the office of the Escambia County Clerk of the Circuit Court.

APPLICANTS ARE SEEN BY SCHEDULED APPOINTMENTS ONLY, NO WALK-INS.

#### ESCAMBIA COUNTY, FL

# Low Income Direct Emergency Assistance Program (LIDEAP) Department of Community Affairs



Department of Community Affairs 221 S. Palafox Place Pensacola, FL 32502

(850) 595-3130 • (850) 595-3134 (FAX)

### **Request for Assistance Form**

Applicant Name:	Date:				
Applicant's Address:					
Applicant's Phone #:		City	Zip Code		
PLEASE CHECK	K ALL THAT A	APPLY:			
	Check One	Amount Requested	Amount Owed		
Gulf Power (Electricity)					
Pensacola Energy (Gas)		-	,		
Emerald Coast Utility Authority (Water)	-				
Propane Company Name:	-	<u> </u>			
Rent/Mortgage			-		
Prescription Medication	1-				
Food Assistance Voucher	-				
Detailed explanation for request:					
For Office Use Only:					
Notes:					
Approved: Denied: Reason for denial:			Date:		
Department Representative's Signature:					

# Escambia County Board of County Commissioners Department of Community Affairs



Low Income Direct Emergency Assistance Program (LIDEAP)

Certain information contained in this application is a matter of public record subject to disclosure. Any false statement made or given in this application may result in denial of services as well as possible criminal prosecution.

#### APPLICANT'S IDENTIFYING INFORMATION

	First Name		Middle	Name
Residing Address:		earth a		
	Street	City/Stat	e	Zip
Social Security Number:	Date of	f Birth:	Phone Numb	per:
Gender:Male	Female			
Race:Caucasian Multi-Racial (Please Specif			_Hispanic _	Native-American
Relationship Status:Sin Widowed/Widower	gleMarried	Married & Se	parated	Divorced
Household Type:Single Per Total number residing in househo		le ParentTwo	Parents	Two or more adults/no children
Applicant's Employment Informa				
Place of Employment:		Ph	one number:	
Employer's Address:		Job Pos	ition:	
Identification:State Photo Housing:RentOv	wnOther, explain			
List names of all norsons who re	side at household address			
		Polation	Annual In	
	Ago	Relation	Annual Inc	come
Full Name	Ago	Relation	Annual Inc	come
Full Name	Ago	Relation	Annual Inc	come
Full Name	Ago	Relation	Annual Inc	come
Full Name	Ago	Relation	Annual Inc	come
Full Name	Ago	Relation	Annual Inc	come
Full Name	Ago	Relation	Annual Inc	come
Full Name	Ago	Relation	Annual Inc	come
List names of <u>all</u> persons who res	Ago	Relation	Annual Inc	come

Low Income Direct Emergency Assistance Program (LIDEAP)
Page 2

#### **HOUSEHOLD FINANCIAL INFORMATION CONTINUED:**

List all names of persons in household who receive food assistance (food stamps):

NAME	MONTHLY AMOUNT
List monthly mortgage/rental amount: \$ Section 8,	HUD Housing:Yes No

# **Escambia County Board of County Commissioners Department of Community Affairs**



Low Income Direct Emergency Assistance Program (LIDEAP)

(Last Resort Form Revised December 2014)

### **LAST RESORT FORM**

Applicant Name:					Date: _		
Applicant's Residing Addres	ss:				Zip Code:		
I am requesting emergency the following resources and to making an application to	d have received funds for						
Agency		Request Date	Approved Date	Amount Approved	Denial Date	Amount Denied	Status Pending Y/N
Catholic Charities of NWFL Pe	nsacola						
Community Action Program							
Families Count for Veteran Fa	milies						
Salvation Army							
Tender Hearts, Caring Hands (	Olive Baptist Church)						
Samaritan Hands (First Baptis	t Church)						
United Ministries							
Department of Children and F	amilies (DCF)						1
If you have been denied, plea	se list name of agency and r	reason for deni	al:				
Agency	Assistance Requested	Denial Date	Reason	n			
		1					
Applicant's Signature:							
Received by:			Date	e:			

# **Escambia County Board of County Commissioners Department of Community Affairs**

Low Income Direct Emergency Assistance Program (LIDEAP)



## **Proof of Residency Form**

Street Address Apt.  Apt.  and that I have lived at this address for months/years	City, State, Zip
nd that I have lived at this address for months/years	
, further certify that the above information is true and accurate. Any feesult in denial of services as well as possible criminal prosecution. Cerbublic record and is subject to disclosure.	
CERTIFICATI	ON
iignature:	Date:
NOTARY	
The forgoing instrument was acknowledged before me th	nisday of, 20, b
	personally known to me, or presented
as identification.	
Coal of Motory	Printed Name of Notary
Seal of Notary	Printed Name of Notary
	Signature of Notary



#### ESCAMBIA COUNTY, FL

Low Income Direct Emergency Assistance Program (LIDEAP)
Department of Community Affairs
221 S. Palafox Place
Pensacola, FL 32502
(850) 595-3130
(850) 595-3134 (FAX)

	FINANC	IAL HARDSHIP FORM (Form: 5-2015)	
Ĭ,	Name		,
	Name	Date of Birth	Social Security Number
	Address rently do not have, nor have I re e last income received by me or any	ceived income of any sort within	nce mentioned above was
	Date	**************************************	
	INCO	ME INFORMATION	
		Activities of the second	
Presently, my da	aily living needs are taken care of b	y:	
I cannot provide	documentation of my income beca	use (if applicable:	
Additional infor	mation regarding my income (option	onal):	
	C	ERTIFICATION	
	Printed Name		Signature/Date
		NOTARY	
	The forceing instrument was	acknowledged before me this	day of 20
		. He/She is	
	presented		ification.
Notary			
Seal			Signature of Notary
			orginature or riotally
		D.	rinted Name of Notary



# ESCAMBIA COUNTY, FL Low Income Direct Emergency Assistance Program (LIDEAP)

Department of Community Affairs 221 S. Palafox Place Pensacola, FL 32502 (850) 595-3130 (850) 595-3134 FAX

	RENTER'S RESIL	DENT VERIFICATION (Form: 5-2015)	FORM		
Ι,	,	has been a resident since		of property lo	ocated at:
	Name				
Address (St	treet Number & Name, RFD, Apt. Number, or Lot	Number)	City	State	Zip Code
He/She pays \$	for monthly rent.				
	HOUSEH	OLD INFORMATION			
The following in	ndividuals are authorized residents:				
-8					
	CE	ERTIFICATION			
	Landlord's Printed Name		Landlord's S	ignature/Date	
Wo	rk Phone	Cell Phone	Home Phone		
		NOTARY			
	The forgoing instrument was ac	lmowledged before me this	day of		20
	by	. He/s	She is pers	sonally known	, 20, to me, or
	presented	as	identification		
Notary					
Seal		` <del></del>	Signature	of Notary	
		-	Printed Na	me of Notary	



# BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-7944 County Administrator's Report 12. 4. BCC Regular Meeting Budget & Finance Consent

**Meeting Date:** 04/09/2015

**Issue:** Approval to Increase Fiscal Year 2014-2015 Purchase Orders

**From:** Cynthia Wolfe, Interim Library Administrator

Organization: County Administrator's Office

**CAO Approval:** 

#### **RECOMMENDATION:**

Recommendation Concerning Change Orders for the West Florida Public Library System - Cynthia Wolfe, Interim Library Administrator

That the Board approve and authorize the County Administrator to execute the following Change Orders, increasing funds for the purchase of books and materials and for custodial services through the balance of the Fiscal Year 2015, in support of the day-to-day operations and goals of the 2013-2018 Strategic Plan of the West Florida Public Library System:

Department:	Library
Division	Library
Type:	Addition
Amount:	\$191,000
Vendor:	Brodart Co.
Project Name:	N/A
Contract:	715-001-07-1
PO No.:	150096
CO No.:	1
Original Award Amount:	\$171,000
Cumulative Amount of Change Orders through this CO:	\$191,000
New PO Total:	\$362,000

Department:	Library

Division:	Library
Type:	Addition
Amount:	\$54,000
Vendor:	Midwest Tapes, LLC
Project Name:	N/A
Contract:	715-001-07-1
PO No.:	150097
CO No.:	1
Original Award Amount:	\$87,500
Cumulative Amount of Change Orders through this CO:	\$54,000
New PO Total:	\$141,500

[Funding Source: Fund 113, Library, Cost Center 110501, Object Code 56601, Books]

Department:	Library
Division:	Library
Type:	Addition
Amount:	\$37,000
Vendor:	American Facility Services, Inc.
Project Name:	N/A
Contract:	10-11.049
PO No.:	150324
CO No.:	1
Original Award Amount:	\$18,000
Cumulative Amount of Change Orders through this CO:	\$37,000
New PO Total:	\$55,000

[Funding Source: Fund 113, Library, Cost Center 110501, Object Code 53401, Other Contractual Services]

#### BACKGROUND:

At a BCC Regular Meeting held September 25, 2014, the Board authorized the issuance of individual Purchase Orders for books and materials for the following vendors for Fiscal Year 2014-2015: Brodart Co. and Midwest Tapes, LLC. A portion of the funds were not available until after the Budget Amendment for fund balance carry-forward was approved. If this Recommendation is approved, purchases from Brodart Co. and Midwest Tapes, LLC will be used to supplement the West Florida Public Library System's

book and materials collections for public use, in support of the goals of the 2013-2018 Strategic Plan.

American Facility Services, Inc. was employed for supplemental cleaning for the Main Library. The Library is now utilizing this vendor for its full-time custodial needs. Additional funds will ensure continuation of this service through the end of the Fiscal Year.

#### **BUDGETARY IMPACT:**

Funds are available for the change orders to Brodart Co., and Midwest Tape, LLC in the budget under Library Fund (113), Cost Center 110501, Object Code 56601, Books.

Funds are available for the change order to American Facility Services, Inc. in the budget under Library Fund (113), Cost Center 110501, Object Code 53401, Other Contractual Services.

#### **LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

#### **PERSONNEL:**

N/A

#### POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation is in compliance with the provisions of The Escambia County, Florida Code of Ordinances, Chapter 46, Finance, Article II, Purchases and Contracts.

#### IMPLEMENTATION/COORDINATION:

Upon approval of this Recommendation, Change Orders will be transmitted to the Office of Purchasing for processing.

#### **Attachments**

Brodart Original PO
Midwest Original PO
AFS Original PO

				PURCHA	SE ORDER I	<b>VO.</b> 1500:	96
ESC 213 PO I PEN	ARD OF COUNT AMBIA COUNTY FLORIG PALAFOX PLACE SECO 30X 1591 SACOLA,FL 32591-159 3) 595-4980	DA DND FLOOR SUITE 11		V escambia,invoi O CLERK OF THE I HON. PAM CH C 221 PALAFOX	L INVOICES TO: ices@escambiacle: E COURT & COMP IILDERS ( PLACE, SUITE 14 FL 32502-5843	TROLLER	
VE NDOR	025970 BRODART CO 500 ARCH STREE WILLIAMSPORT !	ET	)-999-6799 <u> </u>	239 NORT	RIDA PUBLIC H SPRING ST A, FLORIDA UELIN MAXIM	REET 32502	Y
ORDE	R DATE: 10/01/14	BUYER: JOSEPH	PILLITARY	REQ. N	IO.: 15000115	REQ. DATE:	10/06/14
TERM	s: NET 30 DAYS	F.O.B.:		DESC.:			
ITEM#	MOU YTITMAUD		DESCRIPTION BOCC MEETING 9/		UNIT PRICE	EX	TENSION
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APPROVED BY

Original Purchase Order

TAX ID 85-8013888011C-3 FED ID 59-6000-598

#### **PURCHASE ORDER NO. 150097**

BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY FLORIDA 213 PALAFOX PLACE SECOND FLOOR SUITE 11.101 PO BOX 1591 PENSACOLA,FL 32591-1591 (850) 595-4980	I PLEASE EMAIL INVOICES TO: V escambla.invoices@escamblaclerk.com O CLERK OF THE COURT & COMPTROLLER I HON. PAM CHILDERS C 221 PALAFOX PLACE, SUITE 140 PENSACOLA, FL 32502-5843	
133307 MIDWEST TAPE, LLC P O BOX 820 HOLLAND OH 43528	S WEST FLORIDA PUBLIC LIBRARY 1 239 NORTH SPRING STREET P PENSACOLA, FLORIDA 32502  T O ATTN: JACQUELIN MAXIM	·*************************************

PLEASE SEND INVOICES TO WEST FLORIDA PUBLIC LIBRARY, 239 N SPRING STREET, PENSACOLA, FL. 32502. NO CHANGES WILL BE MADE FOR THIS PURCHASE ORDER EXCEPT BY JACQUELIN MAXIM, CINDY BIRDEN, DARLENE HOWELL OR CYNTHIA WOLFE. 01 1.00 PURCHASE OF CDS, BOOKS ON CD AND DVDS 87500.0000 87,500 FOR ALL LIBRARY LOCATIONS, FLORIDA STATE CONTRACT NUMBER 715-001-07-1. APPROVAL	ORDER	DATE: 1	0/0	1/14	BUYER: JOSEPH	PILLITARY	REQ. NO	D.: 15000120	REQ.	DATE: 10/06/14
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			APPROVED B	Ý Jus	w RB	<u> </u>	
	ID 85-8013888011C-3 ID 59-6000-598		Original Purchase Crder				•

#### **BOARD OF COUNTY COMMISSIONERS**

ESCAMBIA COUNTY FLORIDA 213 PALAFOX PLACE SECOND FLOOR SUITE 11.101 PO BOX 1591 PENSACOLA,FL 32591-1591 (850) 595-4980

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#### **PURCHASE ORDER NO. 150324**

N 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	PLEASE EMAIL INVOICES TO: escambia.invoices@escambiaclerk.com CLERK OF THE COURT & COMPTROLLER HON. PAM CHILDERS 221 PALAFOX PLACE, SUITE 140 PENSACOLA, FL 32502-5843	
S   H I P	WEST FLORIDA PUBLIC LIBRARY 239 NORTH SPRING STREET PENSACOLA, FLORIDA 32502	man an angel
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ORDER	DATE: 10/	07/14	BUYER: LESTER	R BOYD	EQ. NO.: 15000356	REO. DATE: 10/10/14
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					***************************************			

**APPROVED BY** 

Original Purchase Order

Joe F. Pillitary



# BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-7911 County Administrator's Report 12. 5.
BCC Regular Meeting Budget & Finance Consent

Meeting Date: 04/09/2015

Interlocal Agreement for HOME Substantial Housing

Rehab/Reconstruction Assistance Project with Town of Century

**From:** Keith Wilkins, Department Director

**Organization:** Community & Environment

**CAO Approval:** 

#### **RECOMMENDATION:**

Recommendation Concerning Interlocal Agreement for HOME Substantial Housing Rehab/Reconstruction Assistance Project with the Town of Century - Keith T. Wilkins, Community & Environment Department Director

That the Board take the following action concerning the Interlocal Agreement for the HOME Investment Partnerships Program (HOME) Substantial Housing Rehab/Reconstruction Assistance Project with the Town of Century:

A. Approve the Interlocal Agreement for the HOME Substantial Housing Rehab/Reconstruction Assistance Project with the Town of Century to provide up to \$75,000, in U.S. Department of Housing and Urban Development (HUD) HOME funds; and

B. Authorize the Chairman or Vice Chairman to execute the Agreement.

[Funding: Fund 147, 2012 HUD HOME Consortium, Cost Center 220458 and 2013 HUD HOME Consortium, Cost Center 220458]

#### **BACKGROUND:**

The 2012 and 2013 HUD Annual Plans approved by the Board on August 9, 2012 and July 11, 2013 (EXHIBIT I) respectively incorporated allocations for HOME Substantial Housing Rehabilitation/Reconstruction in Escambia County. This activity provides for the substantial rehabilitation or reconstruction of severely substandard housing for low income homeowners. The Town of Century (Century) has requested funding to support the costs for replacement of at least one home for an eligible homeowner.

Century is not an entitlement community and therefore does not receive any funding from HUD to implement much needed housing repair projects. Though they can apply for funding through the State of Florida's competitive Small Cities Community

Development Block Grant (CDBG) grant, they are not guaranteed funding through that application. Funding through the State program was last received by Century through the 2012 Small Cities CDBG competitive cycle. Due to the needs in Century, the County has sporadically funded HOME projects in Century since 1994. The implementation of this Project is in keeping with the current Consolidated Plan and the corresponding Annual Plans which prioritize housing repair assistance for low and very low income homeowners.

Century will handle client applications and construction management for the homeowner(s) who will receive housing repair assistance through this Agreement and will contribute some funds toward the project. The Agreement (EXHIBIT II) will allow at least one home to be addressed through provision of either a substantial rehabilitation of the home or complete reconstruction. The assistance will be secured against the property in the form of a low interest loan, deferred payment loan and/or deferred payment grant based on the age and income of the homeowner. The Century project gives preference to a very low income homeowner.

### **BUDGETARY IMPACT:**

The \$75,000 required for this Agreement is budgeted in Fund 147/2012 and 2013 HUD HOME Consortium, Cost Centers 220450 and 220458.

#### **LEGAL CONSIDERATIONS/SIGN-OFF:**

The Agreement was reviewed and approved by Kristin Hual, Assistant County Attorney. The Town of Century has also reviewed the Agreement.

#### **PERSONNEL:**

No impact to personnel.

#### POLICY/REQUIREMENT FOR BOARD ACTION:

The HUD HOME program requires written agreements for implementation of projects outside of the local government. Agreements with other local governments must be approved by the Board of County Commissioners.

Procurement of any construction services will be through competitive bid administered by Century and in accordance with HUD Procurement Standards at 24 CFR 85.36. Construction costs will be reimbursed to Century. Soft project costs required by the HOME program as outlined in the Agreement will be reimbursed to Century. Recording fees, Temporary Relocation Assistance, and Project Management fees will be directly paid to vendors from HOME funds.

#### IMPLEMENTATION/COORDINATION:

The Neighborhood Enterprise Division (NED) will coordinate implementation of the project with the Town of Century to provide the housing assistance to income eligible homeowners.

### **Attachments**

EX I-HOME Ann Plan Approvals
EX II-HOME Century Interlocal

#### PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES - Continued

#### COUNTY ADMINISTRATOR'S REPORT - Continued

- II. <u>BUDGET/FINANCE CONSENT AGENDA</u> Continued
- 1-21. Approval of Various Consent Agenda Items Continued
  - 13. Taking the following action concerning approval of the Escambia Consortium 2012 Annual Action Plan and Analysis of Impediments to Fair Housing Choice (Funding: Fund 129/CDBG, Fund 147/HOME, and Fund 110/ESG–Cost Centers to be assigned):
    - A. Approving the Escambia Consortium 2012 Annual Action Plan for Housing and Community Development, including the Escambia County 2012 Annual Plan, detailing use of 2012 Community Development Block Grant (CDBG) funds, in the amount of \$1,685,274; 2012 HOME Investment Partnerships Act (HOME) funds, in the amount of \$1,020,957; and 2012 Emergency Solutions Grant (f/k/a Emergency Shelter Grant) Program (ESG) funds, in the amount of \$163,087;
    - B. Acknowledging the receipt of the updated Analysis of Impediments (AI) to Fair Housing Choice, and approving the AI as part of the Escambia Consortium Consolidated Plan; and
    - C. Authorizing the County Administrator to execute all 2012 Annual Action Plan Forms, Certifications, and related documents, as required to submit the Plans to the U.S. Department of Housing and Urban Development, and authorizing the County Administrator or Chairman, as appropriate, to execute documents required to receive and implement the 2012 CDBG, 2012 HOME, and 2012 ESG Programs.
  - 14. Approving the issuance of, and authorizing the County Administrator to execute, a Task Order to Atkins North America, Inc., for the Mahogany Mill Boat Ramp Project, for a not-to-exceed amount of \$84,784.16, on Contract PD 02-03.79, "Professional Services (as Governed by Florida Statute 287.055)," for construction, engineering, inspection (CEI), and project management services (Funding Source: Fund 001, General Fund, Cost Center 220101, Admin Neighborhood & Environment, Object Code 56301, Project NRDA1201).

### PUBLIC NOTICE ESCAMBIA CONSORTIUM CONSOLIDATED PLAN SUMMARY

The Escambia Consortium, comprised of Escambia County, the City of Pensacola, Santa Rosa County, and Milton, Florida, have drafted the 2012/2013 Annual Housing and Community Development Plan for the period October 1, 2012 - September 30, 2013. The draft Annual Plan denotes key agencies and individuals participating in the planning process and identifies the Consortium's 2012/2013 Annual Action Plan for the utilization of Community Development Block Grant (CDBG), HOME Investment Partnerships Act (HOME), Emergency Shelter (Solutions) Grant (ESG), Public Housing Grant Programs, and other HUD programs designed to address housing and community development needs. The major priorities include: rehabilitation of rental and homeowner occupied substandard housing units for families with incomes between 0-80% of the local median income; new construction, homebuyer assistance, and acquisition/rehabilitation activities in support of the provision of affordable housing for families with incomes primarily between 50-80% of median; expansion of below market rate and subsidized rental assistance for families with incomes between 0-50% of median through acquisition, rehabilitation and/or construction; support of activities leading to the development of housing for persons with special needs; supportive services addressing the special needs of the elderly, handicapped, and homeless or near homeless; redevelopment activities within designated areas of slum and blight; and targeted community development public facility and improvement priorities. Activities are generally available to assist eligible lower income persons in varying capacities and financial levels throughout the respective jurisdictions to the extent that such availability is not limited by Federal or State Regulations and/or financial resources. The draft 2012 Annual Action Plan is available for public review at the following Pensacola and Milton locations between the hours of 8:00 A.M. - 4:00 P.M., Monday through Friday.

City of Pensacola Housing Department 420 West Chase Street Pensacola, Florida (Closed on Fridays)

Neighborhood Enterprise Foundation, Inc. (NEFI) 3420 Barrancas Avenue Pensacola, Florida

Pensacola Regional Library Reference Desk/Second Floor 200 West Gregory Street Pensacola, Florida County Administrator's Office Escambia County Courthouse Fourth Floor 221 Palafox Place Pensacola, Florida

County Administrator's Office Santa Rosa County Administrative Complex 6495 South Caroline Street Milton, Florida

ESCAMBIA CONSORTIUM, FLORIDA ANNUAL ACTION PLAN SUMMARY (October 1, 2012 - September 30, 2013)

This section of the Plan incorporates the Consortium's application to the U.S. Department of Housing and Urban Development for Program Year 2012 Community Development Block Grant (CDBG), HOME Investment Partnerships Act (HOME) and Emergency Shelter Grant (ESG) funding in the total amount of \$3,570,780 which is detailed as follows. (Congress approved major funding cuts to the 2012 CDBG and HOME Programs which are reflected in this Plan). The actual final allocations may vary to some degree from that cited below):

# ESCAMBIA CONSORTIUM 2012-2013 HOME INVESTMENT PARTNERSHIPS ACT (HOME) PROPOSED BUDGET AND ACTIVITIES DESCRIPTION FOR MEMBER JURISDICTIONS

#### RECOMMENDED PROGRAM ACTIVITIES

**FUNDING** 

#### **ESCAMBIA COUNTY:**

#### SUBSTANTIAL HOUSING REHABILITATION/RECONSTRUCTION

\$410.192

Provide assistance for low/moderate income families through Deferred Payment Grants/Deferred Payment Loans/Low Interest Loans, or a combination thereof, for the substantial rehabilitation or reconstruction of approximately 4 to 5 severely substandard homeowner occupied housing units. (Escambia County)

#### CITY OF PENSACOLA:

#### SUBSTANTIAL HOUSING REHABILITATION/RECONSTRUCTION

\$205,158

Provide assistance for low/moderate income families through Deferred Payment Grants/Deferred Payment Loans/Low Interest Loans, or a combination thereof, for the substantial rehabilitation or reconstruction of approximately 2-3 severely substandard homeowner occupied housing units. (City of Pensacola)

#### **SANTA ROSA COUNTY:**

#### **HOMEBUYER ASSISTANCE**

\$150,368

Provide down payment/closing cost or second mortgage (gap financing) assistance, through Deferred Payment Grants, Deferred Payment Loans, Low Interest Loans, or a combination thereof, to enable low/moderate income homebuyers to purchase an affordable home. It is estimated that this funding will assist 13-15 families. (Santa Rosa County)

#### **JOINT HOME ACTIVITIES (CONSORTIUM-WIDE):**

#### **RENTAL HOUSING DEVELOPMENT (CHDO SET-ASIDE)**

\$153,144

Provide low interest and/or deferred loan assistance to partially support the costs for development of approximately 2 affordable rental, special needs or homeless housing units through activities of locally designated non-profit Community Housing Development Organizations (CHDO's) in Escambia or Santa Rosa County.

#### ADMINISTRATION/MANAGEMENT (JOINT)

\$102,095

Provides for oversight, management, monitoring and coordination of financial and general administration of the HOME Program in all participating jurisdictions.

2012 HOME Funds Available to the Consortium (FINAL) \$1,020,957 (Local match provided through limited SHIP funds and carry forward match balance)

**TOTAL 2012 HOME FUNDS PROJECTED** 

\$ 1,020,957

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#### <u>COUNTY ADMINISTRATOR'S REPORT</u> – Continued

- II. <u>BUDGET/FINANCE CONSENT AGENDA</u> Continued
- 1-18. Approval of Various Consent Agenda Items Continued
  - 10. Continued...
    - D. Authorizing staff to prepare, and the Chairman or Vice Chairman to accept, the *Public Road and Right-of-Way Easement* as of the day of delivery of the *Public Road and Right-of-Way Easement* to the Chairman or Vice Chairman, and authorizing the Chairman or Vice Chairman to acknowledge the Board's acceptance at that time.
  - 11. Adopting the Resolution (R2013-76) approving Supplemental Budget Amendment #185, Other Grants and Projects Fund (110), in the amount of \$148,054, to recognize proceeds from two State of Florida, Division of Emergency Management, Grant Agreements, and to appropriate these funds for the Department of Community Affairs Civil Defense Grant activities, and the Emergency Management Performance Grant activities.
  - 12. Taking the following action concerning approval of the Escambia Consortium 2013 Annual Action Plan (Funding: Fund 129, CDBG; Fund 147, HOME; and Fund 110, ESG Cost Centers to be assigned) (a complete copy of the entire Annual Action Plan is available for review in the County Administrator's Office or on the County's website at <a href="http://www.myescambi.com">http://www.myescambi.com</a> [Community/Neighborhood Enterprise Foundation Program Plans and Reports]):
    - A. Approving the Escambia Consortium 2013 Annual Action Plan for Housing and Community Development, including the Escambia County 2013 Annual Plan, detailing use of 2013 Community Development Block Grant (CDBG) funds, in the amount of \$1,678,503; 2013 HOME Investment Partnerships Act (HOME) funds, in the amount of \$960,936; and 2013 Emergency Solutions Grant Program (ESG) funds, in the amount of \$122,946; and
    - B. Authorizing the Interim County Administrator to execute all 2013 Annual Action Plan Forms, Certifications, and related documents, as required to submit the Plans to the U.S. Department of Housing and Urban Development, and authorize the Interim County Administrator or Chairman, as appropriate, to execute documents required to receive and implement the 2013 CDBG, 2013 HOME, and 2013 ESG Programs.

### PUBLIC NOTICE ESCAMBIA CONSORTIUM CONSOLIDATED PLAN SUMMARY

The Escambia Consortium, comprised of Escambia County, the City of Pensacola, Santa Rosa County, and Milton, Florida, have drafted the 2013/2014 Annual Housing and Community Development Plan for the period October 1, 2013 - September 30, 2014. The draft Annual Plan denotes key agencies and individuals participating in the planning process and identifies the Consortium's 2013/2014 Annual Action Plan for the utilization of Community Development Block Grant (CDBG), HOME Investment Partnerships Act (HOME), Emergency Solutions Grant (ESG), Public Housing Grant Programs, and other HUD programs designed to address housing and community development needs. The major priorities include: rehabilitation of rental and homeowner occupied substandard housing units for families with incomes between 0-80% of the local median income; new construction, homebuyer assistance, and acquisition/rehabilitation activities in support of the provision of affordable housing for families with incomes primarily between 50-80% of median; expansion of below market rate and subsidized rental assistance for families with incomes between 0-50% of median through acquisition, rehabilitation and/or construction; support of activities leading to the development of housing for persons with special needs; supportive services addressing the special needs of the elderly, handicapped, and homeless or near homeless; redevelopment activities within designated areas of slum and blight; and targeted community development public facility and improvement priorities. Activities are generally available to assist eligible lower income persons in varying capacities and financial levels throughout the respective jurisdictions to the extent that such availability is not limited by Federal or State Regulations and/or financial resources. The draft 2013 Annual Action Plan is available for public review at the following Pensacola and Milton locations between the hours of 8:00 A.M. - 4:00 P.M., Monday through Friday.

City of Pensacola Housing 420 West Chase Street Pensacola, Florida (Closed on Fridays)

Neighborhood Enterprise Foundation, Inc. (NEFI) 3420 Barrancas Avenue Pensacola, Florida

Pensacola Regional Library Reference Desk/Second Floor 200 West Gregory Street Pensacola, Florida County Administrator's Office Escambia County Courthouse Fourth Floor 221 Palafox Place Pensacola, Florida

County Administrator's Office Santa Rosa County Administrative Complex 6495 South Caroline Street Milton, Florida

ESCAMBIA CONSORTIUM, FLORIDA ANNUAL ACTION PLAN SUMMARY (October 1, 2013 - September 30, 2014)

This section of the Plan incorporates the Consortium's application to the U.S. Department of Housing and Urban Development for Program Year 2013 Community Development Block Grant (CDBG), HOME Investment Partnerships Act (HOME) and Emergency Solutions Grant (ESG) funding in the total amount of \$3,439,669 which is detailed as follows. (Congressional funding cuts to the 2013 CDBG, HOME and ESG Programs are projected in this Plan). The actual final allocations may vary to some degree from that cited below):

#### **ESCAMBIA CONSORTIUM**

# 2013-2014 HOME INVESTMENT PARTNERSHIPS ACT (HOME) PROPOSED BUDGET AND ACTIVITIES DESCRIPTION FOR MEMBER JURISDICTIONS

#### RECOMMENDED PROGRAM ACTIVITIES

**FUNDING** 

#### **ESCAMBIA COUNTY:**

#### SUBSTANTIAL HOUSING REHABILITATION/RECONSTRUCTION

\$386,077

Provide assistance for low/moderate income families through Deferred Payment Grants/Deferred Payment Loans/Low Interest Loans, or a combination thereof, for the substantial rehabilitation or reconstruction of approximately 3-4 severely substandard homeowner occupied housing units. (Escambia County)

#### **CITY OF PENSACOLA:**

#### SUBSTANTIAL HOUSING REHABILITATION/RECONSTRUCTION

\$193,097

Provide assistance for low/moderate income families through Deferred Payment Grants/Deferred Payment Loans/Low Interest Loans, or a combination thereof, for the substantial rehabilitation or reconstruction of approximately 2-3 severely substandard homeowner occupied housing units. (City of Pensacola)

#### SANTA ROSA COUNTY:

#### **HOMEBUYER ASSISTANCE**

\$141,528

Provide down payment/closing cost or second mortgage (gap financing) assistance, through Deferred Payment Grants, Deferred Payment Loans, Low Interest Loans, or a combination thereof, to enable low/moderate income homebuyers to purchase an affordable home. It is estimated that this funding will assist 13-15 families. (Santa Rosa County)

## JOINT HOME ACTIVITIES (CONSORTIUM-WIDE): RENTAL HOUSING DEVELOPMENT (CHDO SET-ASIDE)

\$144,141

Provide low interest and/or deferred loan assistance to partially support the costs for development of approximately 2 affordable rental, special needs or homeless housing units through activities of locally designated non-profit Community Housing Development Organizations (CHDO's) in Escambia or Santa Rosa County.

#### **ADMINISTRATION/MANAGEMENT (JOINT)**

\$96.093

Provides for oversight, management, monitoring and coordination of financial and general administration of the HOME Program in all participating jurisdictions.

2013 HOME Funds Available to the Consortium (Estimated)

\$ 960,936

(Local match provided through limited SHIP funds and carry forward match balance)

**TOTAL 2013 HOME FUNDS (ACTUAL)** 

\$ 960,936

EXHIBIT II

## INTERLOCAL AGREEMENT FOR

# HOME SUBSTANTIAL HOUSING REHAB/RECONSTRUCTION ASSISTANCE PROJECT (Town of Century)

THIS AGREEMENT is made and entered into this <a href="9th">9th</a> day of <a href="APRIL">APRIL</a>, 2015, by and between the COUNTY OF ESCAMBIA, a political subdivision of the State of Florida ("COUNTY"), whose mailing address is P.O. Box 1591, Pensacola, Florida 32597; and the TOWN OF CENTURY, a municipality chartered in the State of Florida ("CENTURY"), whose address is 7995 North Century Boulevard, Century, Florida for the sole purpose of assisting qualified applicants for the HOME Substantial Housing Rehab/Reconstruction Assistance Project ("the Project") through the use of funds provided by the Escambia Consortium HOME Investments Partnership Program ("HOME Program").

#### WITNESSETH

**WHEREAS**, Escambia County and the Town of Century have legal authority to perform general governmental services within their respective jurisdictions; and

**WHEREAS**, both jurisdictions are authorized by Florida Statutes Section 163.01 et. seq. to enter into interlocal agreements, and thereby cooperatively utilize their powers and resources in the most efficient manner possible; and

**WHEREAS**, the County is the recipient of HOME Program funds made available through the U.S. Department of Housing and Urban Development ("HUD") in order to create and preserve affordable housing to meet the needs of the citizens of Escambia County, Florida; and.

**WHEREAS**, a portion of said HOME Program funds have been prioritized for use in financing the substantial rehabilitation or complete reconstruction of severely substandard single family housing units owned and occupied by low and moderate income persons; and

**WHEREAS**, said HOME Program provides that the County may enter into agreements with non-profit agencies, private corporations, and/or other governmental agencies for purposes of implementing the HOME Program; and,

**WHEREAS**, the County and Century desire to enter an Agreement to cooperatively implement the Project in accordance with governing regulations and requirements stipulated herein; and,

**WHEREAS**, it is in the best interest of the County to enter an Agreement with Century for the specific purpose of providing for the implementation of said Project within Escambia County.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the parties agree as follows:

#### ARTICLE I

#### Supervision

- 1. The Town of Century agrees to perform the required services under the general coordination of the Escambia County Community & Environment Department.
- 1.1 The initial contract manager, responsible for coordination and administration of this Agreement and attending regular meetings with Century is hereby designated as follows:

Contract Manager for County: Meredith Reeves Nunnari

Escambia County Community & Environment Department

Neighborhood Enterprise Division 221 Palafox Place, Suite 200 Pensacola, Florida 32502

E-Mail: <u>mrnunnari@myescambia.com</u>

Phone: (850) 595-0022 Fax: (850) 595-0342

Contract Manager for Century: Freddie McCall, Mayor

**Town of Century** 

7995 North Century Boulevard

Century, Florida 32535 Phone: (850) 256-3208 Fax: (850) 256-0318

Contract Coordinator (Agent) for Century: Debbie Nickles, President

Nickles Consulting Group 4419 Devonshire Place

Pace, FL 32571

Phone: (850) 994-0081 Fax: (850) 994-6935

#### ARTICLE II

#### Scope of Services

- 2. Century agrees to implement the Project in accordance with the provisions of **EXHIBIT I**, attached and incorporated in this Agreement.
- 2.1 Century shall directly provide all services required to complete the substantial rehabilitation or replacement of substandard, homeowner occupied single family homes for families meeting the **Low Income** limitations stipulated in 24 CFR Parts 92.2 and 92.254(b) (HOME Program) and amendments thereto.

#### **ARTICLE III**

#### **Funding**

- 3. The County agrees to contribute funds in an amount not to exceed **\$75,000.00** payable solely from available HOME Program funds toward the costs of substantial rehabilitation or reconstruction of substandard housing units occupied by eligible families participating in the HOME Substantial Housing Rehab/Reconstruction Assistance Project; the Florida Department of Economic Opportunity Small Cities Community Development Block Grant, Housing Rehabilitation/Replacement Grant Program; or similar repair programs as may be administered by Century, subject to possible reduction under Article VI hereof.
- 3.1 No match obligation is required for this Project. However, Century shall provide evidence of any non-federal funds or other resources eligible for HOME matching requirements, if incurred on this Project.
- 3.2 The County shall disburse the HOME Program funds from the 2013 and 2012 HOME Investment Partnerships Program Grants M-13-DC-12-0225 and M-12-DC-12-0225 ("HOME"), as provided to the Escambia Consortium by HUD, as legally established within the budget accounts and records of the County. Upon expiration of this Agreement or at Project completion, whichever occurs first, any remaining HOME funds will be available for use for other Escambia County Substantial Rehabilitation/Reconstruction Projects.
- 3.3 The County shall pay HOME Program funds on behalf of eligible clients under the Project, who have been pre-approved by the County and Century for HOME Program assistance. HOME Program funds, in an aggregate amount not to exceed that stipulated in Article 3 above, shall be paid to Century on a reimbursement basis or directly to vendors providing construction and repair services to pre-approved, eligible Project clients, subject to Century's submission of all documentation with respect to client eligibility, repair/construction costs, and construction inspection and approvals, and any other relevant documentation requested by the contract manager. The \$75,000.00 shall also be available to support design, planning, title work, appraisals, surveys, client relocation and moving assistance, recording fees, project management, and construction costs associated with the Project as outlined in **EXHIBIT I** of this Agreement.
- 3.4 The method of payment shall be in accordance with the process described in **EXHIBIT** I of this Agreement.

#### **ARTICLE IV**

#### Reporting

- 4. Century shall provide the County with a Quarterly Report, including the narrative summary of progress and financial statement described in **EXHIBIT III** of this Agreement; or an alternate form of Quarterly Report containing the required information.
- 4.1 The Quarterly Report shall be due quarterly in January, April, July and October, unless an alternate reporting schedule is approved mutually by County and Century, and this

obligation shall survive termination of this Agreement and continue until all required information concerning the Project has been received by the County.

- 4.2 This Quarterly Report is due on the 10th day of the months stated above, unless an alternative schedule is agreed upon by the parties. The Quarterly Reports shall be cumulative and shall track the Project from start to finish.
- 4.3 Century shall provide the County with additional information as may be required by state or federal agencies to substantiate HOME Program activities, client eligibility, or Project expenditure eligibility.

## ARTICLE V Indemnification

- 5. Century shall act as an independent contractor, and not as an employee of the County in providing the aforementioned service. Century shall hold harmless members of the Escambia Consortium, Escambia County, the City of Pensacola, and Santa Rosa County, and their subsidiaries or affiliates, elected and appointed officials, employees, volunteers, representatives and agents from any and all claims, suits, actions, damages, liability and expenses in connection with the loss of life, bodily or personal injury, property damage, including loss or use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the performance of this agreement. Century's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy or insurance.
- 5.1 Century is a municipality created under provisions of Florida Law, and as such shall have the direct responsibility for the activities undertaken in conjunction with this Agreement. It is anticipated that all financial assistance provided on behalf of eligible families under the terms and conditions of this Agreement shall be processed and administered in accordance with the regulations promulgated by HUD which respectively governs the HOME Program, and other programs as may be administered by Century in conjunction with undertaking the Project. In the event of conflict between the governing regulations, the more restrictive regulation shall be applied. Funding from other Federal or State housing programs can be combined or leveraged to meet identified needs of HOME eligible families to the extent that the governing regulations permit such combination. Century agrees that the County's sole responsibility under this Agreement is to provide HOME Program financial assistance on behalf of HOME Program eligible families.

### ARTICLE VI

#### Contract Period and Termination

6. This Agreement shall be effective for the period beginning the <u>9th</u> day of <u>April</u>, **2015**, and shall terminate on <u>December 31, 2015</u>, unless canceled sooner with or without cause, by agreement of the contract managers giving thirty (30) days prior written notice of such cancellation.

- 6.1 Provided, that if the contract manager agrees that Century has failed to satisfactorily perform its duties as set forth herein or in the event that HOME Program funds fail to be or cease to be provided to the County, then the County may terminate this contract effective immediately without incurring any penalty, and shall be responsible for payment of those commitments made through the date of termination.
- 6.2 Century shall be subject to a performance review by the County, or a designated representative thereof, at three (3), six (6) and nine (9) month intervals based upon the effective date of this Agreement. The three (3) month review will be advisory in nature and designed to assist Century in identifying impediments to effective implementation of the Project. A written performance report shall be provided by the County to Century at the three (3) month interval, indicating any recommendations, performance deficiencies or financial irregularities. Failure of Century to address the written review comments within ten (10) days of the date of issuance shall be grounds for the County to suspend payments and provide notice of impending termination.
- 6.3 The six (6) month review shall examine Century's level of accomplishment with respect to the Project activities and objectives stated in **EXHIBIT I** of this agreement. If, at the six (6) month interval, Century has not contractually committed a minimum of fifty percent (50%) of the HOME Program funds stipulated in Article III, this agreement shall be unilaterally amended to reduce the funding by the difference between the amount contractually committed by Century and the fifty percent (50%) threshold, leaving fifty percent (50%) of the total funds available in the last six (6) months. Funds removed from availability shall be reallocated for other HOME Program activities.
- 6.4 The nine (9) month review shall examine the participation achieved under the program, review concerns of any party and prepare for finalizing the project.

## ARTICLE VII Accountability

- 7. Century shall maintain a detailed file on every client for whom financial assistance is sought under the terms of this Agreement. Century shall ensure that each applicant under the Project agrees, as a condition of approval, that the County, State of Florida, HUD, or their duly authorized representatives shall be allowed access to the loan/grant file(s) for purposes of documenting compliance with HOME Program Regulations including, but not limited to: client application(s), client income information, unit occupancy characteristics, HOME and non-HOME expenditures, and any other information as may be required to document eligibility under the Project. Century shall be fully, and directly responsible for the proper documentation associated with the expenditure of all HOME Program funds provided under this Agreement.
- 7.1 These records and accounts shall be kept and maintained, for a minimum period of six (6) years following the termination of this Agreement unless said records are the subject of audit or litigation in which case they shall be retained indefinitely pending resolution of such review. Access to such records shall be provided to the County, HUD, or other duly authorized parties upon reasonable request.

#### **ARTICLE VIII**

#### Nepotism

8. Century agrees to abide by the provisions of Section 112.3135, Florida Statutes, hereby incorporated by reference, pertaining to nepotism in its performance, under this Agreement.

#### **ARTICLE IX**

#### Civil Rights and Anti-Discrimination

- 9. Century agrees to abide by the spirit and intent of the Civil Rights Act of 1964, as amended, and the Civil Rights Act of 1968, as amended, in that its operation under this contract is free of discrimination against its employees, persons, or groups of persons on the basis of race, color, sex, or national origin. Both of the said Civil Rights Acts are incorporated by reference herein.
- 9.1 All services associated with this project shall be made available to the public in a non-discriminatory manner. Services and access thereto shall be available without regard to race, creed, color, handicap, familial status, disability, marital status, religion, or national origin. Century accepts sole responsibility for ensuring such non-discriminatory access to the services provided hereunder.
- 9.2 Century will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, physical handicap, or familial status. Such action shall include but not be limited to the following: employment; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship. Century agrees to post in a conspicuous place notices setting forth the provision of this Equal Employment Opportunity clause.

#### **ARTICLE X**

#### Program Income

10. No program income is anticipated as a result of the provision of HOME Program funds under this Agreement.

#### **ARTICLE XI**

#### **Uniform Requirements**

11. Century shall comply with applicable provisions of the uniform requirements described in OMB Circular A-87 and 24 CFR Part 85.6, 85.12, 85.20, 85.22, 85.32-34, 85.36, 85.44, 85.51, and 85.52. Century agrees to comply with any amendments or revisions to said rules, regulatory provisions or directives as may be promulgated by the State of Florida.

## ARTICLE XII Procurement

- 12. As specified in OMB Circular A-87 and 24 CFR 85.36, Century shall utilize procurement procedures which assure open competition and maximum access to businesses wishing to participate in Project activities, securing a minimum of three bids for services to be reimbursed by the County under this Project.
- 12.1 The County will reimburse Century for construction and/or soft cost expenses performed by licensed contractors and subcontractors as outlined in the Proposed Project Scope of Services and Budget included in **EXHBIT I.**

# ARTICLE XIII General Provisions

- 13. Century accepts the funds so provided under this Agreement and agrees that the contents of **EXHIBITS I, II, III and IV** are part and parcel of this Agreement and hold the same legal authority as the Agreement. Further, Century agrees:
- 13.1 That all HOME Program funds provided through this Agreement shall be used solely in support of homeownership activities targeting the preservation of existing homeowner occupied single family residences.
- 13.2 Project funds shall be restricted to low income eligible (80% AMI or below) homeowners residing within the Town of Century, Florida, which shall be the defined service area for purposes of this Agreement. Current income limits are attached in **EXHIBIT II.**
- 13.3 That Project activities shall be dually governed by requirements of Century's non-HOME home repair or replacement programs, if any, and amendments thereto. In the event of an unmitigated conflict between the governing requirements with respect to any individual client's income or housing unit eligibility, Century and County agree that neither party shall be obligated to complete the rehabilitation or replacement of that subject unit.
- 13.4 The County and Century shall adhere to all applicable Federal, State, and County rules, regulations and policies for the full duration of this Agreement. All parties shall fully conform to the provisions and requirements of the HOME Investment Partnerships Program Regulations. In the event of conflict between the governing regulations, the stricter interpretation shall govern. Century shall fully comply with the uniform administrative, fiscal and project requirements stipulated in the above cited laws and regulations, and in such laws and regulations as may be referenced therein, to the extent applicable. Specific compliance with applicable provisions of Subpart H and Subpart K of 24 CFR Part 92 shall be required at all times with respect to HOME funded aspects of the development. The County assumes Environmental Review obligations under 24 CFR Part 92.352.
- 13.5 The County and Century agree that all actions related to this Agreement shall be undertaken in accordance with applicable provisions of Federal Laws and Regulations appended hereto as **Exhibit IV** with regard to HOME assisted units. Such Federal requirements which are more fully described in **Exhibit IV** include, but are not limited to: Equal

Employment Opportunity, Fair and Equal Access to Housing, Provisions Prohibiting Discrimination, Section 3 Compliance, MBE/WBE Utilization Goals, Affirmative Marketing Measures, Davis-Bacon Labor Standards Provisions (for individual projects exceeding eleven HOME-assisted units), Contract Work Hours Act, Lead-Based Paint Inspection and Treatment Requirements, Conflict of Interest Provisions, Anti-Nepotism Provisions, Displacement and Relocation Requirements, Prohibition Against the use of Federally Debarred or Suspended Contractors or Sub-contractors, and Flood Insurance Provisions. In executing this Agreement, the Agency certifies that it shall take all actions required to fully comply with said provisions of law. Federal Davis-Bacon wage rates and all related payroll reporting and compliance requirements shall not apply to this agreement as each housing unit will be processed as a single unit.

- 13.6 Century shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, or familial status. Century shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex, disability, national origin, physical handicap, or familial status. Such action shall include but not be limited to the following: employment; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship. Century agrees to post in a conspicuous place notices setting forth the provisions of this Equal Employment Opportunity Clause.
- 13.7 Century is familiar with all of the terms and conditions of this Agreement and its responsibilities, indemnities, guarantees and warranties contained herein. Century agrees unconditionally to these terms.

# ARTICLE XIV Understanding of Terms

- 14. This Agreement represents the entire and integrated agreement between the County and Century and supersedes all prior negotiations, representations, or agreements, either written or oral. This agreement may be amended only by written instrument signed by Century and County or in accordance with the provisions contained in this document.
- 14.1 This Agreement is executed in Escambia County, State of Florida, and shall be construed under the laws of the State of Florida, and the parties agree that any action relating to this agreement shall be instituted and prosecuted in the courts of the County of Escambia, State of Florida, and each party waives the right to change of venue. Further, it is mutually understood and agreed that this Agreement shall be governed by the laws of the State of Florida, both as to interpretation and performance.
- 14.2 It is understood and agreed by the parties that if any part, term, or provision of this Agreement is held by the Courts to be illegal or in conflict with governing law, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

- 14.3 The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.
- 14.4 All notices under this Agreement shall be in writing, and shall be sent by certified mail to the parties at the address identified in this Agreement under Article I, above.
- 14.5 This Agreement shall become effective, after being properly executed by the parties, when recorded in the County's official records by the Office of the Clerk of the Circuit Court of Escambia County. The County shall be responsible for such filing after such execution by both parties.
- 14.6 Each individual executing this Agreement on behalf of a corporate or governmental party represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of said party, in accordance with a duly adopted action of the governing Board of said party in accordance with applicable law, and that this Agreement is binding upon said party in accordance with its terms.

#### SIGNATURE PAGE TO FOLLOW

The remainder of this page is intentionally left blank.

# ESCAMBIA COUNTY, a political subdivision of the State of Florida, by and through its BOARD OF COUNTY COMMISSIONERS

~~	BY:
Attest: Pam Childers Clerk of the Circuit Court	Steven Barry, Chairman
Clerk of the Circuit Court	BCC Approved: April 9, 2015
Ву:	
Deputy Clerk	Escambia County Legal Department Approval
SEAL	
	Approved as to form and legal sufficiency.  By/Title: 3774
	TOWN OF CENTURY, a municipality chartered in the State of Florida, by its TOWN COUNCIL
ATTEST:	
	By:
( SEAL )	Freddie McCall, Mayor

# SPECIFIC TERMS AND CONDITIONS FOR IMPLEMENTATION OF HOME SUBSTANTIAL HOUSING REHAB/RECONSTRUCTION ASSISTANCE PROJECT

NAME OF SPONSOR: TOWN OF CENTURY

AGENT: NICKLES CONSULTING GROUP

#### I. PURPOSE

The purpose of this Agreement is to provide substantial housing rehabilitation/replacement assistance to certain eligible "Very Low" and "Low Income" families. A "Very Low Income" family is defined as a family with total "gross" income from all sources equal to or below fifty percent (50%) of the Pensacola Metropolitan Statistical Area ("MSA") median income, adjusted for family size. A "Low Income" family is defined as a family with total "gross" income from all sources equal to or below eighty percent (80%) of the Pensacola Metropolitan Statistical Area ("MSA") median income, adjusted for family size. Preference is to be given to Very Low Income families in carrying out this Project. County shall annually provide updated income eligibility guidelines for use by Century in carrying out the requirements of this Agreement. Century shall be responsible for ensuring documentation of the eligibility of each applicant, and will receive assistance from the County contract manager to determine eligibility upon request.

#### II. SCOPE OF SERVICES

Century and/or its designated Contractor Coordinator/Agent shall provide affordable housing client eligibility intake, contracting for repairs/construction services under terms, conditions, requirements and responsibilities of this Agreement. The County agrees to make certain funds available to support the repair or replacement of existing owner occupied substandard housing units targeting Very Low and Low Income families. Such funds are allocated from **Escambia Consortium: Escambia County HOME Program** funds in the amount of **§75,000.00**. This funding includes construction and associated project costs.

HOME Program housing repair/replacement funds shall be committed by the County on behalf of eligible "Very Low" and "Low Income" families residing in the Town of Century, Florida. Century shall be responsible for fully documenting to the County the eligibility of such clients and assuring that HOME Program funds provided to Century are expended solely for eligible activities.

#### III. OBJECTIVES

Century shall cause the substantial rehabilitation or replacement of at least **ONE (1)** substandard single family home, including dilapidated mobile homes, owned and occupied by "Very Low" or "Low Income" families within the Town of Century during the term of this Agreement. The property shall comply with all requirements of 92.251 for substantial rehabilitation or new construction as applicable, including Accessibility Requirements and Disaster Mitigation components. The property shall meet minimum standards required by applicable provisions of the Florida Building Code and be in conformance with Escambia

County Building Code and Ordinances, Town of Century Ordinances, applicable health or safety standards, or other comparable standards promulgated for use in housing repair, rehabilitation and/or replacement housing initiatives. All assistance shall be provided so as to be affordable to eligible Project clients.

#### IV. SERVICES

Century shall perform or cooperate in performance of the following services as required to implement the Agreement.

- A. Develop or adapt existing forms, policies, client intake procedures, client characteristics data collection, income verification procedures, record keeping, and other matters as necessary to document beneficiaries, property eligibility, Project activity costs, utilization of HOME Project funds and, if utilized in conjunction with this Project, non-HOME Program funds on a per unit (home) basis.
- B. Provide services associated with client intake and eligibility processing, coordination of appraisals, title work, plans, and surveys as required for implementation of the Project under the HOME Program, development of written construction specifications and construction plans, bidding and selection of construction vendors, development of written construction contract, construction management including progress and final completion inspection(s), preparation of mortgage and/or lien documents and execution by the client, Project photographs, and coordination of any resources needed to produce a minimum of <u>ONE (1)</u> repaired unit within the term of this Agreement at a HOME Program cost of not more than \$75,000 per unit (including project management and other associated costs).
- C. Documentation of client eligibility is mandatory under this Agreement. Failure to properly document eligibility will result in denial of Century's payment request. Documentation shall include proper verification of income eligibility, and evidence of a participant's basic need for the assistance, and all other eligibility information required under the HOME Program.

#### V. QUARTERLY REPORTS

- A. Century shall prepare and provide to the contract manager a report of activities no less frequently than quarterly (the "Quarterly Report"). The duty to provide Quarterly Reports shall survive termination of this Agreement until received by the County.
- B. The Quarterly Report shall contain a narrative on the progress of the project and financial statement on expenditures made during the reporting period and shall be in the form provided herein, unless an alternate form is mutually approved by the County and Century.
- C. Failure to submit the Quarterly Report narrative, financial reports or financial documentation shall be deemed good cause for withholding of further payments under this Agreement.

#### VII. PAYMENT SCHEDULE AND PROCEDURE

A. APPLICANT/PROJECT ELIGIBILITY. All applicants (clients) for financial assistance under this Agreement shall file an Application with the Town of Century or its designated Contract Coordinator/Agent in accordance with regulations governing the HOME Substantial Housing Rehab/Reconstruction Assistance Project and other associated programs, through which Century may dually fund housing repairs or replacements in relation to this Agreement, as applicable on a case-by-case basis. All applicants for assistance shall be initially determined eligible under the HOME Substantial Housing Rehab/Reconstruction Assistance Project and other associated programs, as applicable, to be eligible to participate in activities provided for under this Agreement. Century and its designated Contract Coordinator/Agent shall process all applicants in accordance with established application and income verification procedures. As a pre-condition to payment by the County hereunder, for each housing unit Century, or its agent, shall make a request for a HOME fund commitment by presenting to the County Contract Manager all supportive documentation, including a complete, executed and approved application form executed by authorized representative(s) of Century and by the client requesting HOME assistance (including income verification documentation); the location of the housing unit to be repaired; an initial inspection report; evidence of property ownership (including title work); and a copy of the contractor's bid for completion of the construction work. Upon receipt of the County's commitment, Century may then formally approve and obligate the HOME funds, along with any other funds available to Century, that are required to complete rehabilitation of the subject dwelling (if any).

B. PROJECT CONSTRUCTION MANAGEMENT. In all cases, Century and/or the applicant, shall contract with a licensed residential contractor to complete the actual rehabilitation or replacement housing work. Century shall establish and follow a competitive bid/solicitation process, or an acceptable alternate contractor selection and award process, that provides open and equal opportunities for qualified contractors interested in completing construction work in relation to this Agreement. Century must also provide a cost estimate for construction costs. Century will provide copies of advertisement(s), pre-bid conference sign in sheets, work specifications and plans, bids received, and bid opening minutes. Century will also provide an executed contract between the selected contractor and client. As the work progresses, the contractor may request payment under the terms of the contract between Century and the contractor. The County will make up to TWO reimbursements to Century related to the demolition/construction contract. One initial payment not to exceed 40% of the project bid can be released at 50% completion of the project with copies of Century's inspections verifying progress inspections, Contractor invoice, Century Proof of Payment to Contractor, and Building Inspections completed to date. The final reimbursement to Century can be released at Project Completion with Final Contractor Bill, Century's inspection verifying completion, signoff and acceptance by the client, Century Proof of Payment to Contractor, and copies of final inspections by Building Inspections. Century and its designated Contract Coordinator/Agent shall process and verify the accuracy of the payment requests and inspect the completed work prior to approving and forwarding the request for payment to the County. Following County review and approval, the Clerk of the Circuit Court/Finance Division shall, within fifteen (15) days of the receipt of the payment voucher, issue payment for the completed construction work. Checks shall be made payable to the Town of Century and the Clerk of the Circuit Court/Finance Division shall mail the County warrant (check) directly to Century and any

parties who performed eligible work or services in relation to the repair or replacement of the housing unit.

- B. ASSOCIATED PROJECT COSTS. All of the costs below are included in the total unit cost.
  - Temporary Relocation and Moving Assistance: The County agrees to provide direct
    assistance to the client under the HOME program for Temporary Relocation and Moving
    assistance as required by HUD regulations. Assistance can be requested by Century
    after verification of client eligibility and commitment of HOME funds after construction
    contract is in place and Notice to Proceed processed.
  - 2. Title Work (24 CFR 92.254(c)), Pre/Post Rehab Appraisal (24 CFR 92.254(b)(1)), Survey, and Plans: Century may pay for title work or other associated soft costs for the Project in advance of this Agreement from its Small Cities CDBG or other available funds. The County can reimburse Century if verification of a minimum three quotes is received or, in the absence of three quotes, documentation showing that three estimates were requested. These soft costs are necessary for implementation of the Project and/or are directly required by HUD for reporting purposes. If reimbursement is requested from HUD HOME funds, Century will provide copies of bids, invoices and/or payments as needed to document for reimbursement purposes.
  - 3. Recording Fees: The County will directly pay the Clerk of Court for recording fees related to recording of a HOME lien and/or mortgage.
  - 4. Project Management Fee: The County will directly pay to Century's agent an amount not to exceed \$1500 at Project Completion for oversight and implementation of the Project.
- C. Funds may not be disbursed until needed for payment of eligible costs. The amount requested cannot exceed the amount needed.

#### D. PROPOSED BUDGET for ONE UNIT:

ITEM:	ESTIMATED COST:	SOURCE OF FUNDS:
Pre/Post Appraisal	\$475	Escambia HOME or Century Small Cities CDBG (reimburse Century)
Title Work	\$250	Escambia HOME or Century Small Cities CDBG (reimburse Century)
Plans	\$475	Escambia HOME or Century Small Cities CDBG (reimburse Century)
Survey	\$250	Escambia HOME or Century Small Cities CDBG (reimburse Century)
Temporary Relocation & Moving Assistance	\$1900	Escambia HOME (paid directly to eligible client)
Demolition/Construction Costs	\$70,000	Escambia HOME (reimburse Century)
Project Management Fee	\$1500	Escambia HOME (paid directly to Century's Agent)
Lien/Mortgage Recording Fees	\$150	Escambia HOME (paid directly to Clerk of Courts)
PROJECT TOTAL:	\$75,000	

# ESCAMBIA/PENSACOLA MAXIMUM INCOME ELIGIBILITY LIMITS

#### **2014 INCOME GUIDELINES**

(HUD HOME Effective Date: May 1, 2014)

# PERSONS IN FAMILY	EXTREMELY LOW INCOME (30% OF MEDIAN)	VERY LOW INCOME (50% OF MEDIAN)	LOW INCOME (80% OF MEDIAN)
1	\$12,250	\$20,450	\$32,700
2	14,000	23,400	37,400
3	15,750	26,300	42,050
4	17,500	29,200	46,700
5	18,900	31,550	50,450
6	20,300	33.900	54,200
7	21,700	36,250	57,950
8	23,100	38,550	61,650

THE ABOVE LEVELS DENOTE THE MAXIMUM GROSS FAMILY "HOUSEHOLD" INCOME AS RECEIVED FROM <u>ALL</u> PERSONS RESIDING IN THE HOUSEHOLD AND FROM ALL SOURCES PROVIDING INCOME TO THE HOUSEHOLD.

# **QUARTERLY STATUS REPORT** REPORT #

TO:	ESCAMBIA COUNTY, NEIGHBORHOOD ENTERPRISE DIVISION
FROM:	TOWN OF CENTURY
DATE:	
PROJECT:	HOME SUBSTANTIAL REHAB/RECONSTRUCTION PROJECT
CONTRACT YR:	2014/15
QUARTER:	□ OCTOBER-DECEMBER (DUE JANUNARY)
	□ JANUARY-MARCH (DUE APRIL)
	□ APRIL-JUNE (DUE JULY)
	□ JULY-SEPTEMBER (DUE OCTOBER)

CONTRACT YR:	2014/15
QUARTER:	□ OCTOBER-DECEMBER (DUE JANUNARY)
	□ JANUARY-MARCH (DUE APRIL)
	□ APRIL-JUNE (DUE JULY)
	□ JULY-SEPTEMBER (DUE OCTOBER)
I. PROGRESS RE	
	DETAIL WHAT TYPES OF ASSISTANCE HAVE BEEN GIVEN AND THE
	OF SUCH ASSISTANCE BY HOUSEHOLD CATEGORY (CLIENT
	TIC FORM). If this information is submitted at the time of client approval
please do not re	esubmit the data in this report. A summarization will be acceptable.
	ETE LISTING OF THE INDIVIDUALS RECEIVING ASSISTANCE AND THE
AMOUNT OF AS	SSISTANCE THEY RECEIVED.
C. SHOW ANY PER	RTINENT INFORMATION CONCERNING THE PROJECT OR FUNDS.
D CIVE A CENER	 AL STATEMENT CONCERNING ACTIVITES THAT WILL TAKE PLACE DURIN
D. GIVE A GENERA	

IG THE NEXT REPORTING PERIOD.

## **QUARTERLY FINANCIAL REPORT**

PROJECT:			
CONTRACT YR:	2014/15		
QUARTER:	□ OCTOBER-DECEMBER (DUE JANUNARY)		
	□ JANUARY-MARCH (I		
	□ APRIL-JUNE (DUE JU US) □ JULY-SEPTEMBER (		
CONTRACT AMOUNT:	<u> </u>	DOL OCTOBER)	
	<u> </u>		
EXPENDITURES:			
CLIENT NAME/UN	IIT ADDDES	C05T	
CLIENT NAME/UN	HI ADDRES	COST	
		_	
Total expe	nditures this period	\$	
Remaining	contract amount	\$	
Balance en	d of this reporting period	\$	
		*	
Comments			
I certify, that to the be and correct.	st of my knowledge, the fir	nancial and client data reported is true	
and Contcol.			
<b>Authorized Signature</b>			

# **EXHIBIT IV**

HOME INVESTMENT PARTNERSHIPS ACT (HOME) PROGRAM AND RELATED FEDERAL RULES AND REGULATIONS GOVERNING PROJECT ACTIVITIES

# ANTI-LOBBYING CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form To Report Lobbying," in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the award documents and all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

TOWN OF CENTURY		
Ву:		
	FREDDIE MCCALL, MAYOR	

#### CERTIFICATION REGARDING DRUG-FREE REQUIREMENTS

THE TOWN OF CENTURY certifies that each will provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibitions;
  - (b) Establishing a drug-free awareness program to inform employees about
  - (1) The dangers of drug abuse in the workplace;
  - (2) The grantee's policy of maintaining a drug-free workplace;
  - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
  - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employer in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
  - (1) Abide by the terms of the statement; and
  - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction;
  - (e) Notifying HUD within 10 days after receiving notice under subparagraph (d) (2) from an employer or otherwise receiving actual notice of such conviction;
  - (f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is convicted-
    - (1) taking appropriate personnel action against such an employee, up to and including termination; or
    - (2) requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;
  - (g) making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

## PLACE OF PERFORMANCE FOR CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

## **TOWN OF CENTURY**

Date: April 2015	
Grant Program Name: HOME Investment Partnerships Program	ram (HOME)
Grant Number: M-2013 & 2012-DC-12-0225	
The TOWN OF CENTURY shall insert in the space provide used for the performance of work under the grant covered	
PLACE OF PERFORMANCE (Including street address, ci each site):	ty, county, state, and zip code for
Town of Century 7995 N. Century Blvd, Century	, FL 32535
Total estimated number of employees expected to be eng at the site(s) noted above:	aged in the performance of the grant
Estimated: One (1)	
TOWN OF CE	NTURY
Ву:	
Freddie McCa	II, Mayor

# CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS PRIMARY COVERED TRANSACTIONS

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

TOV	VN OF CENTURY
By:	
	Freddie McCall, Mayor

Project: HOME Substantial Rehabilitation/Reconstruction Project

Firm/Agency: Town of Century

Street Address: 7995 N. Century Blvd, Century, FL 32535

CFR 24.510 & 24 CFR, Part 24, Appendix A

#### APPLICABLE FEDERAL/STATE/LOCAL RULES AND REGULATIONS

THE TOWN OF CENTURY shall fully comply with all applicable provisions of the below described laws, rules, and regulations during the term of this Agreement and with respect to any and all activities which are funded in whole or in part with HOME funds:

- 1. No person shall be discriminated against in employment, housing, and/or access to employment and/or housing on the grounds of race, color, national origin, disability, religion, sex, or familial status, or be excluded, denied benefits, or subjected to discriminatory treatment related thereto.
- 2. Section 3 of the Housing and Urban Development Act of 1968 which requires that to the greatest extent feasible, opportunities for training and employment arising from HOME activities will be provided to low-income persons residing in the program service area (defined as Escambia County, FL). Further, to the greatest extent feasible, contracts for work (all types) to be performed in connection with HOME will be awarded to business concerns which are located in or owned by persons residing in the program service area (defined as Escambia County, Florida).
- 3. Outreach efforts shall be extended to include the participation of minority and women owned businesses, to the maximum extent feasible, in the HOME funded activities as provided by Executive Orders 11625, 12432, and 12138. Procedures for such outreach efforts are provided at the end of this Exhibit.
- 4. All procedures and policies related to the marketing and rental of units assisted with HOME funds shall conform to the requirements of the Federal Fair Housing Act (24 CFR 100), as amended, and the provisions of the State of Florida Fair Housing Law, F.S. Chapter 760. HOME assisted housing shall facilitate and promote greater housing choice and shall attempt to avoid location of such housing in areas having high concentrations of minority and/or lower income persons.
- 5. All matters involving HOME funded activities shall comply with the provisions of Executive Order 11063 (24 CFR 107) providing for Equal Opportunity in Housing and Executive Order 11246 (41 CFR 60) providing for Equal Opportunity in Employment.
- 6. The Age Discrimination Act of 1975 (24 CFR 146) which provides that no person in the United States shall, on the basis of age excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving Federal financial assistance.
- 7. The Civil Rights Act of 1964 (24 CFR 1) which provides under Title VI that no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any programs or activities receiving Federal financial assistance.
- 8. Sections 503 and 504 of the Rehabilitation Act of 1973 providing for non-discrimination on the basis of physical or mental handicap or disability with regard to any employment or employment related actions.
- 9. All HOME assisted housing projects and facilities shall be constructed, rehabilitated or otherwise completed in full compliance with provisions of the Lead-Based Paint

Poisoning Prevention Act (24 CFR 35), and amendments thereto. The HUD resource document entitled "Lead-Based Paint: Interim Guidelines for Hazard Identification and Abatement in Public and Indian Housing" shall be used in assessing, treating and abating such hazards. All costs for testing and/or abatement actions required with respect to HOME assisted projects or facilities shall be included as a portion of the total project cost, and shall be borne by the project owner. The use of lead-based paint is strictly prohibited. Any HOME assisted residential structure constructed prior to 1978 shall be assessed for the existence of lead-based paint, and surfaces shall be properly treated in accordance with provisions of Federal law and regulations in order to eliminate the hazard to existing or potential residents of such units. Tenants shall be advised in writing of the following cautions with respect to structures built prior to 1978:

- The rental units were constructed prior to 1978, and the subject property may contain lead-based paint.
- b. The hazards created by lead-based paint, and the symptoms and treatment of lead-based paint poisoning.
- c. Precautions to be taken to avoid lead-based paint poisoning.
- d. The advisability and availability of blood lead level screening/testing for children under seven years of age. Said screening/testing to be paid by the project owner at no cost to the tenant/resident.
- e. In the event of discovery of lead-based paint on the property, appropriate abatement measures will be immediately undertaken by the project owner.

The entities cited above shall individually or collectively maintain records and documentation which clearly evidences the notification of residents or potential tenants regarding lead-based paint provisions of this Agreement. Further, contracts for all rental properties assisted through this Agreement shall include lead-based paint provisions in clearly stated layman's language.

- 10. The entities cited above shall individually or collectively shall affirmatively market HOME assisted rental units in accordance with the procedures detailed in this Agreement. In executing this Agreement, the entities formally adopt the requirements and procedures stipulated in Agreement.
- 11. The environmental review procedures and requirements provided for in 24 Part 58 shall be the responsibility of the Neighborhood Enterprise Division of the County; however, the entities cited above shall cooperate and provide the information necessary to assist the County in completing this requirement.
- 12. Davis-Bacon wage compliance and other Federal laws and regulations pertaining to labor standards shall apply to each project, as defined by the HOME Program Regulations at 24 CFR Part 92.2), which includes a total of 12 or more units. No project activities shall be initiated prior to review and determination of Davis-Bacon applicability. Further, all construction contracts, including those which are otherwise exempt from Davis-Bacon provisions, shall comply with the Contract Work hours and Safety Standards Act and the Fair Labor Standards Act.

- 13. <u>The Town of Century</u>, is not debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in Federal or Federally financed contracts. Further, contractors or subcontractors who are debarred, suspended, or otherwise declared ineligible to participate in Federal or Federally financed project activities shall not be allowed to provide services associated with this agreement.
- 14. HOME assisted properties may not be located in, nor will HOME funds be invested in properties located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards unless flood insurance is obtained and the community in question participates in the National Flood Insurance Program.
- 15. Provisions of 24 CFR 85.36 and OMB Circular A-110 rules regarding conflict of interest shall apply to all activities associated with this Agreement. Generally, conflict of interest prohibitions require that any person who is an employee, agent, consultant, officer elected official or appointed official of the County, Century, or any subreceipient of HOME funds and who has HOME-related responsibilities or access to HOME project information, shall not obtain a financial benefit or interest from any HOME activity for themselves or those with whom they have family or business ties during their tenure or for one year thereafter.
- 16. The entities cited above shall comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, implementing regulations at 49 CFR Part 24, and the requirements of 24 CFR Part 92.353 to the extent applicable to this development.
- 17. All HOME assisted projects and activities shall be in conformity with the HUD approved Consolidated Plan for Escambia Consortium or the jurisdiction in which the project(s) or activity(s) are being undertaken, and shall be in compliance with all requirements found at 24 CFR Part 92.
- 18. The entities cited above assure compliance with the Drug-Free Workplace (24 CFR Part 24, Subpart F) and Anti-Lobbying (24 CFR Part 87) requirements, as evidenced by execution of the "CERTIFICATION REGARDING DRUG-FREE REQUIREMENTS" and the "ANTI-LOBBYING CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS".
- 19. All HOME assisted facilities shall be designed in conformance with applicable provision of the Americans with Disabilities Act (ADA).

The full text of the above noted regulations and requirements may be reviewed in detail at the following addresses:

www.HUD.Gov

http://www.access.gpo.gov/nara/cfr/waisidx 04/24cfr92 04.html

(see summary below)

HOME Documents/ Forms	Incorporated by Reference in Rule Ch. 67-48 F.A.C. at:	
24 CFR § 5.611		67-48.002(3)
24 CFR Part 92		67-48.002(51)
24 CFR Part 91		67-48.002(23)
CHDO Checklist, ef	fective 11/02	67-48.014(2)
Davis-Bacon Act, 4 (2002)	0 U.S.C. <u>55</u> 3142 – 3144, 3146	67-48.014(9)
24 CFR Part 70 (vo	olunteers)	67-48.014(9)
Contract Work Hou 3701 - 3706 & 370	irs and Safety Standards Act, 40 08 (2002)	0 U.S.C. §5 67-48.014(9)
Copeland Act (Anti	-Kickback Act), 40 U.S.C. § 314	45 (2002) 67-48.014(9)
Fair Labor Standar et seq.)	ds Act of 1938, as amended (29	9 U.S.C. § 201 67-48.014(9)
	and Fair Housing as enumerate : of 1964 (42 U.S.C. ६ 2000d et	167-49 014/101/51
	and Fair Housing as enumerate .S.C. §§ 3601 – 3620)	d in Fair 67-48.014(10)(a)
	and Fair Housing as enumerate of 1975, as amended (42 U.S.C	[ 67 40 014(10)(-)
	and Fair Housing as enumerate nded by Executive Order 12259	
Equal Opportunity 5.105(a)	and Fair Housing as enumerate	d in 24 CFR 5 67-48.014(10)(a)
Environmental Rev	iew as enumerated in 24 CFR P	art 58 67-48.014(10)(c)
Environmental Rev Policy Act of 1969	iew as enumerated in National	Environmental 67-48.014(10)(c)

# AFFIRMATIVE MARKETING AND MINORITY OUTREACH STANDARDS

#### AFFIRMATIVE MARKETING AND MINORITY OUTREACH:

The Escambia Consortium, all participating administering entities, and participating organization(s), including **THE TOWN OF CENTURY**, shall make reasonable outreach efforts to include minority and women-owned businesses in the activities associated with the local HOME Program. Further, the Consortium shall maintain, to the extent allowed by law, a preference for utilization of MBE and WBE firms in conducting the business of the individual jurisdictions comprising the Consortium. This preference will include activities and contracts resulting from implementation of the HOME Program. At a minimum, the Consortium, and participating CHDO organization(s) shall document attainment of the following standards:

- 1. A good faith, comprehensive and continuing effort to reach and involve minority and womenowned businesses in local program activities.
- 2. Publication of the jurisdictional commitment and intent to utilize minority and women-owned businesses in the conduct of business.
- 3. Designation of key staff with oversight responsibility for such efforts and activities.
- 4. Make efforts to utilize all available and appropriate public and private sector resources in support of MBE/WBE outreach activities.

HOME related implementation activities will minimally include:

- 1. Obtaining a listing of all local minority and women-owned businesses within Escambia and Santa Rosa Counties, including the services or products offered, and the capacity of such vendors.
- 2. Include notices concerning the interest in obtaining MBE/WBE participation in all program related advertisements in the major local newspaper having the widest circulation.
- 3. Seek the participation of licensed minority and/or women-owned local construction contractors in the rehabilitation, reconstruction or new construction activities.
- 4. Maintain records documenting endeavors to encourage participation, and written statistical information clearly indicating the level of participation actually attained.
- 5. Document non-HOME related activities and efforts to utilize MBE/ WBE vendors in the supply of goods and services, especially with regard to routine procurement of goods and services by the jurisdictions comprising the Consortium.
- 6. Work closely with participating CHDO's and local non-profits to ensure maximum MBE/WBE participation in the set-aside project(s) supply and construction phase, and to ensure affirmative marketing of units made available for rental occupancy following project development. A close working relationship, contractual agreements, and intergovernmental agreements involving the Consortium members are in place which afford the continuing support, assistance, and involvement of the Escambia-Pensacola Human Relations Commission (HRC) in fair housing education, monitoring,

complaint investigation, mediation, and outreach activities within the community. Both the City of Pensacola and Escambia County have approved Fair Housing Ordinances which are enforced through the agreements with the HRC, and the State of Florida's Fair Housing Law is nearing approval as substantially equivalent to the Federal Fair Housing Law. Plans are underway to provide the ability for the local HRC to investigate and resolve locally originated complaints under the authority provided by the State Statute thereby ensuring conformity and concurrence. A variety of local activities are annually undertaken to educate the public concerning fair housing and to ensure wide distribution of information concerning the subject to area realtors, builders, apartment managers, financial institutions, and the public at large.

#### AFFIRMATIVE MARKETING PLAN

The Escambia County Consortium's Affirmative Marketing Plan is designed to provide information and to attract eligible persons from all racial, ethnic, and gender groups in the housing market area to the available housing. Though this Plan addresses all types of housing, for purposes of the HOME Program, the Plan's primary application shall be in regard to the CHDO set-aside project, which will be rental in nature and require marketing of units, and the Homebuyer Assistance activity, which shall be generally available on a first come, first qualified, first served basis within the defined jurisdiction. The Substantial Rehabilitation/ Reconstruction component will address homeowner occupied units drawn in priority order from the existing rehabilitation assistance waiting lists maintained by each jurisdiction, and as a result related marketing will be a minimal requirement. TBRA will be marketed affirmatively in accordance with the governing policies and procedures outlined herein.

The Plan consists of five key sections, those being:

- 1. Methods for informing the public, owners, and potential tenants about Federal Fair Housing laws and the Affirmative Marketing Policy. Press releases and extensive use of the Equal Housing Opportunity logotype will be used to attempt to inform the maximum number of persons. The assistance of the local Human Relations Commission will also be solicited.
- 2. Rental property owners participating in CDBG, HOME, SHIP Rental Development, Rehabilitation, or other assisted housing efforts provided through Escambia County, the City of Pensacola, or Santa Rosa County shall undertake the following:
- a. Use the Equal Housing Opportunity logo, slogan, or statement in all advertising.
- b. Where appropriate, advertise in various media, including minority media, in order to reach those persons least likely to apply for housing.
- c. Continually maintain non-discriminatory hiring practices.
- d. Adopt or display Fair Housing or Affirmative Marketing information, posters, signs, etc., in the sales or rental office(s).
- 3. Make contact with and pursue applications from persons in the housing market who are not likely to apply through normal channels without outreach. Efforts should be made to contact such persons through local churches, community centers, neighborhood organizations, human relations agencies, and social service agencies.
- 4. Each jurisdiction, or their administrative agent(s), shall maintain documentation and records evidencing affirmative marketing of units by the participating rental managers,

landlords, or other responsible parties. Records shall include such items as: copies of media releases/coverage, copies of related correspondence, copies of contracts or signed documents placing affirmative marketing requirements upon participating agencies, and monitoring of tenant occupancy in assisted projects to ensure regulatory compliance.

5. The Escambia-Pensacola Human Relations Commission shall assess/monitor the affirmative marketing efforts of participating parties through spot checks, complaint investigation, verifying use of Equal Access symbols/logos and information, and maintaining information concerning occupancy by racial and gender composition. Through the enforcement powers provided to the local HRC violations of such provisions will be promptly addressed.

Such provisions shall not apply to units rented to families receiving rental assistance provided through a local PHA.



# BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-7887 County Administrator's Report 12. 6.
BCC Regular Meeting Budget & Finance Consent

Meeting Date: 04/09/2015

Issue: Escambia County Bay Area Resource Council Dues 2014/2015

From: Stephan Hall, Interim Department Director

Organization: OMB

**CAO Approval:** 

#### **RECOMMENDATION:**

Recommendation Concerning the Escambia County Bay Area Resource Council Dues 2014/2015 - Stephan Hall, Management and Budget Services Interim Department Director

That the Board approve payment, in the amount of \$5,000, to the West Florida Regional Planning Council, for the Escambia County Bay Area Resource Council Dues for 2014/2015.

[Funding: Fund 001, General Fund, Cost Center, 110201]

### BACKGROUND:

For the County to be a member of the Escambia County Bay Area Resource Council the dues must be paid. This is an annual due that must be approved.

## **BUDGETARY IMPACT:**

Fund 001, Cost Center: 110201.

#### **LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

#### PERSONNEL:

N/A

#### POLICY/REQUIREMENT FOR BOARD ACTION:

Board approval is necessary for the County to continue to be a member of the Escambia County Bay Area Resource Council.

#### **IMPLEMENTATION/COORDINATION:**

N/A

## **Attachments**

## **BARC Dues**

INVOICE West Florida Regional Planning Council #232000 4081 E. Olive Road Invoice Number: 5494 S⊍ite A Invoice Oste: 10/1/14 Pensacola, FI 32514 U.S.A. 850-332-7976 Voice 850-637-1923 Fax WEST FLORIDA REGIONAL PLANNING COUNCIL ESCAMBIA COUNTY P.O. BOX 11399 FINANCE DEPARTMENT 221 PALAFOX PLACE PENSACOLA, FLORIDA 32524-1399 PENSACOLA, FL 32502 C-BARC-9-019 US Mail \$5,000.00 ESCAMBIA COUNTY BAY AREA RESOURCE COUNCIL DUES 2014/2015 OCT 2 7 2014 \$5,000.00 Sales Tax \$5,000.00 Total Invoice Amount *Payment/Credit Applied - Per contract \$5,000.00



# BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-7927 County Administrator's Report 12. 7.
BCC Regular Meeting Budget & Finance Consent

Meeting Date: 04/09/2015

**Issue:** SMG Incentive Fees

From: Stephan Hall, Interim Department Director

Organization: OMB

**CAO Approval:** 

#### **RECOMMENDATION:**

Recommendation Concerning Payment of the SMG Incentive Fees for the Pensacola Bay Center - Stephan Hall, Management and Budget Services Interim Department Director

That the Board approve the issuance of a Purchase Order to pay incentive fees to SMG for Fiscal Year 2014 for performance incentives, in the amount of \$152,354, and for concessions, in the amount of \$89,698, for a collective total of \$242,052, as part of the SMG Management Services Agreement approved by the Board on February 16, 2012.

[Funding: Fund 409, Bay Center Management Fee, Cost Center 360401, Account 53401]

#### **BACKGROUND:**

On February 16, 2012, the Board approved to extend the Pensacola Civic Center Management Services Agreement with SMG, a three-year Agreement for management services at the Pensacola Bay Center, commencing October 1, 2012. The extension allowed for 5% commission on all food and beverage revenues and an incentive fee of 35% of any reduction in the net loss up to \$250,000 over a pre-established benchmark or 40% of any reduction over \$250,000. The Agreement also required that SMG pass an annual facilities inspection to qualify for any incentive.

#### **BUDGETARY IMPACT:**

[Funding: Fund 409, Cost Center 360401, Account 53401]

### **LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

#### PERSONNEL:

N/A

## **POLICY/REQUIREMENT FOR BOARD ACTION:**

Board approval is necessary.

# IMPLEMENTATION/COORDINATION:

N/A

## **Attachments**

Incentive Fee Invoices

SMG Incentive Chart

BCC Action and Agreement

SMG

300 Four Falls Corporate Center 300 Conshohocken State Road W. Conshohocken, PA 19428

INVOICE

INVOICE DATE:

3/25/2015

INVOICE NUMBER:

077950

CUSTOMER NUMBER:

001032

TERMS: NET 30 DAYS

DUE DATE

4/24/2015

**ESCAMBIA COUNTY** 201 EAST GREGORY STREET PENSACOLA, FL 32501

Page:

DESCRIPTION		AMOUNT
2013/2014 INCENTIVE FEE		152,354,00
	Invoice Total:	\$152,354.00

SMG

300 Four Falls Corporate Center 300 Conshohocken State Road W. Conshohocken, PA 19428

INVOICE

INVOICE DATE:

3/24/2015

INVOICE NUMBER:

077945

CUSTOMER NUMBER:

001032

TERMS: NET 30 DAYS

DUE DATE

4/23/2015

**ESCAMBIA COUNTY** 201 EAST GREGORY STREET PENSACOLA, FL 32501

Page:

DESCRIPTION		AMOUNT
2013/2014 F&B INCENTIVE FEE		89,698.00
	Invoice Total:	\$89,698.00

#### **SMG Incentive Calculation - FY2014**

	2010	2011	2 Year Average	2014
Operating Income/(Loss) Less:	(\$2,521,941)	(\$2,228,054)	(\$2,374,998)	(\$1,994,091)
Depreciation Amortization	936,036 0	939,717 0	937,877 0	834,605 134,500
Net Operating Loss for Incentive Calculation	(\$1,585,905)	(\$1,288,337)	(\$1,437,121)	(\$1,024,986)
Decrease in Net Operating Loss from Benchmark SMG Incentive:				\$412,135
\$0 - \$250,000 in improvement Over \$250,000 in improvement Total Performance Incentive	35% 40%		ļ	87,500 64,854 <b>\$152,354</b>
Concessions:	5%			\$89,698
Total				\$242,052
Base Fee				183,682
@ 150%				275,523



## BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-2133

County Administrator's Report 11, 17,

**BCC Regular Meeting** 

**Budget & Finance Consent** 

**Meeting Date:** 02/16/2012

Issue:

SMG Agreement Extension for Management Services at the Pensacola Civic

Center

From:

Amy Lovoy, Department Head

Organization:

**OMB** 

CAO Approval: Carales R. Quie

#### Information

#### **RECOMMENDATION:**

Recommendation Concerning an Agreement Extension with SMG for Management Services at the Pensacola Civic Center - Amy Lovoy, Management and Budget Services Department Director

That the Board approve and authorize the Chairman to sign the Pensacola Civic Center Management Services Agreement with SMG, a three-year Agreement for management services at the Pensacola Civic Center, commencing October 1, 2012. This Recommendation will extend this Agreement with different terms and conditions for a three-year period with an optional two-year extension following this time period. The basic terms of the Agreement are as follows:

- A. Base fee of \$175,500 with a CPI escalator each year. The increase in the base fee cannot exceed 3% annually;
- B. 5% commission on all food and beverage revenues;
- C. An incentive fee of 35% of any reduction in the net loss up to \$250,000 over a pre-established benchmark or 40% of any reduction over \$250,000;
- D. Requirement that SMG pass an annual facilities inspection to qualify for any incentive;
- E. Provisions that the three incentive fees that have been incurred by SMG totaling about \$403,500 will instead be used to establish a marketing and promotions fund; and
- F. If the County waives any fees or costs at the Civic Center, the County will pay the associated fees or costs from the 4th Cent Tourist Development Tax.

If the Agreement is not extended, the County will owe SMG three years of incentive fees (\$403,500) plus the unamortized portion of the cost of the marquees originally purchased by SMG (\$207,760). The County will subtract from these payments about \$138,000 that was incurred as a result of a union dispute with the management of the Civic Center.

#### **BACKGROUND:**

The Agreement for management services at the Pensacola Civic Center is due to expire October 1, 2012. This recommendation will extend this contract with different terms and conditions for a three year period with an optional two year extension following this time period. The basic terms of the Agreement are as follows:

- Base fee of \$175,500 with a CPI escalator each year. The increase in the base fee cannot exceed 3% annually.
- 5% commission on all food and beverage revenues.
- An incentive fee of 35% of any reduction in the net loss up to \$250,000 over an pre-established benchmark or 40% of any reduction over \$250,000.
- Requirement that SMG pass an annual facilities inspection to qualify for any incentive.
- Provisions that the three incentive fees that have been incurred by SMG totaling about \$403,500 will instead be used to establish a marketing and promotions fund.
- If the County waives any fees or costs at the Civic Center, the County will pay the associated fees or costs from the 4th Cent Tourist Development Tax.

#### **BUDGETARY IMPACT:**

If the Agreement is not extended, the County will owe SMG three years of incentive fees (\$403,500) plus the unamortized portion of the cost of the marquees originally purchased by SMG (\$207,760). The County will subtract from these payments about \$138,000 that were incurred as a result of a union dispute with the management of the Civic Center.

#### **LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

#### **PERSONNEL:**

N/A

#### POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

#### IMPLEMENTATION/COORDINATION:

Although this contract does not commence until October 1, 2012, SMG has agreed to apply the incentive fee calculation to the 2012 fiscal year. If the new contract is terminated before the end of the contract period, the County will owe SMG the unamortized portion of the initial investment in the marketing and promotions fund.

**Attachments** 

SMG 2012 Contract Letters of Support Escambia County
Clerk's Original
Aludaga CARII-17

#### PENSACOLA CIVIC CENTER MANAGEMENT SERVICES AGREEMENT

THIS AGREEMENT is made and entered into as of this _____ day of February, 2012, by and between Escambia County, a political subdivision of the State of Florida, whose address is 221 Palafox Place, Pensacola, Florida (hereinafter referred to as "County"), and SMG, Federal Employer Identification Number (FEIN) 23-2511871, a general partnership, whose address is 300 Conshohocken State Road, Suite 770, West Conshohocken, PA 19428 (hereinafter referred to as "SMG" or "Management Company").

#### **WITNESSETH:**

WHEREAS, Escambia County is the owner of the Pensacola Civic Center, a publicly owned civic center, located at 201 E. Gregory Street, Pensacola, Florida, consisting of approximately 7,702 permanent seats, lobbies, offices, spaces in halls, corridors, concession stands, supply rooms, and outdoor grounds; and

WHEREAS, on or about December 9, 2004, the Parties entered into a Management Agreement, which was subsequently renewed and modified by written amendment on or about May 10, 2009;

**WHEREAS**, the Parties wish to revise certain substantive terms of the prior Management Agreement and enter into this Agreement, which is intended to supersede the prior Agreement in its entirety.

**NOW,** THEREFORE, in consideration of the mutual terms, conditions, covenants, promises and agreements, contained herein and other good and valuable consideration, County and SMG hereby agree as follows:

#### Article 1. Purpose.

- 1.1 This Agreement hereby supersedes in its entirety the prior Management Agreement by and between Escambia County and SMG Corporation, dated December 9, 2004, and the subsequent corresponding amendment dated May 10, 2009.
- 1.2 County contracts with and grants to SMG the exclusive right to manage, operate and maintain the Pensacola Civic Center as provided herein. SMG contracts with County and accepts this exclusive right to manage, operate and maintain the Pensacola Civic Center as provided herein.
- 1.3 SMG understands and agrees this exclusive right to manage, operate and maintain the Pensacola Civic Center shall always be subject to County's right to operate the Civic Center as an emergency shelter during declared emergencies as determined by the State of Florida or the Board of County Commissioners. Such operation as an

emergency shelter shall include the furnishing of food and drink by County to persons so sheltered, notwithstanding any contractual provisions contained herein relating to the sale of concessions by SMG.

#### Article 2. Definitions.

- 2.1 As used in this Agreement the following terms shall have the following meanings:
- a. "Affiliate" shall mean a person or entity that directly or indirectly, through one or more intermediaries, controls or is controlled by or is under common control with SMG. For the purpose of this definition, "control" shall mean employment, agency relationship or contractual relationship with such a person or the ownership either directly or indirectly of equity securities or other ownership interests which represent more than twenty percent (20%) voting power in the controlled entity.
- b. "Annual Budget" shall mean the budget prepared by SMG and approved by County, which identifies amounts to be allocated by the Board of County Commissioners, including Tourist Development Tax dollars or other revenues designated for the operation of the Pensacola Civic Center. Said budget shall consist of budgets for the following self-balancing activity centers: 1) operations and maintenance; 2) capital renewal and replacement; and 3) debt service budget.
- c. "Annual Business and Marketing Plan" shall mean the plan to be developed by SMG for the Board of County Commissioners providing SMG's annual strategy to achieve the goals and objectives set forth in Article 4. Said plan shall include, but not be limited to, the following: 1) the proposed Annual Budget for the next Fiscal Year; and 2) the Marketing Plan, which identifies all relevant events, meetings, conventions, trade shows, corporate sponsorships, advertising and promotion opportunities, and seminars.
- d. "Annual Management Report" shall mean the report prepared at the end of each Fiscal Year summarizing the actual financial and operational performance of the prior Fiscal Year.
- e. "Capital Improvement" shall mean all fixtures, signs, displays, equipment, machinery, appurtenances, improvements, alterations, systems, including but not limited to, plumbing, electrical, wiring and conduits, heating and air conditioning systems, and items of identical or similar nature and character, including for example, seats and chairs, which are replaced and/or repaired in multiple units contemporaneously, having a purchase price of greater than twenty five thousand dollars (\$25,000.00), and a life expectancy of greater than five (5) years.

- f. "Civic Center Fund" shall mean those funds designated for Operating Expenses related to the operation, maintenance and renewal of the Civic Center.
- g. "Emergency" shall mean any natural, technical, or man made disaster any of which is capable of: 1) threatening the life, health and safety of the public; or 2) damaging and destroying property; or 3) disrupting services and everyday business and recreational activities.
- h. "Emergency Expenditure" shall mean an unbudgeted repair or expenditure resulting from an Emergency as defined herein.
- i. "Escrow Account" shall mean the bank account created by SMG for deposit of monies received from advanced ticket sales.
- j. "Event Staff" shall mean all staff necessary to execute an event, including but not limited to, house staff (event coordinator or house manager, supervisors, ticket takers, ushers, medical/EMT, event attendants, door guards, scoreboard programmer, switchboard operator, risk manager), security (uniformed security and in-house security), parking staff, production staff, maintenance staff and Zamboni drivers.
- k. "Fiscal Year" shall mean a successive twelve month period beginning on October 1st of the calendar year and ending on September 30th of the following calendar year.
- I. "Food and Beverage Revenue" shall mean all revenue generated in connection with the sale of public concessions, catering and related services for all catering, vending services, alcoholic beverages and amounts actually received by SMG from subcontractors, as calculated in accordance with generally accepted accounting principles, consistently applied. Food and Beverage Revenue does not include retail sales taxes and other taxes imposed upon receipts collected from a purchaser or consumer.
- m. "Governmental Impositions" shall mean all taxes, assessments, fees, excises, licenses and governmental levies, both general and special, ordinary and extraordinary, unforeseen and foreseen, imposed by or through any Governmental Regulation, which at any time may be assessed, levied, imposed upon or arise or become due and payable out of or in respect of, or become a lien upon the Pensacola Civic Center.
- n. "Governmental Regulations" shall mean all laws, requirements, rules, orders, ordinances and regulations of the City of Pensacola, Escambia County,

the State of Florida and the United States Government or other governmental authority and of each and every department, entity, bureau and duly authorized official thereof, and any successor of these entities, which laws, requirements, rules, orders, ordinances and regulations are now or may hereafter be enacted.

o. "Gross Operating Revenues" shall mean amounts received by or realized by or accruing to the Pensacola Civic Center from rentals, commissions, fees food and beverage, novelty sales, signage revenues, advertising agency fees, public skating rental and fees, and such other miscellaneous income received or collected as a result of the Civic Center's operations. All Gross Operating Revenues as defined herein shall be applied to the operating and maintenance expenses of the Pensacola Civic Center.

Gross Operating Revenues shall NOT include: 1) revenues as defined in any bond anticipation notes and Bond Resolutions, which shall be considered as part of the capital renewal and replacement budget or as part of the debt service budget; 2) interest earned on any capital, debt sinking, or debt reserve account, or Tourist Development Tax proceeds; 3) advances or loans for capital improvements from either internal or external sources; 4) Tourist Development Tax Fund transfers; 5) Marketing and Promotion Fund transfers; or 6) interest on the Operating Account and Escrow Account.

Gross Operating Revenues shall NOT include any state and local Governmental Impositions on sales, rental or other activity generating such Gross Operating Revenues, and in the event any applicable Governmental Impositions are paid in advance by SMG, such Gross Operating Revenues shall be adjusted accordingly.

- p. "Hockey Lease Agreement" shall mean the current Pensacola Civic Center Ice Hockey Lease, approved by the Escambia County Board of County Commissioners, and any amendments thereto.
- q. "Maintenance" shall mean the repair and replacement of parts, servicing, adjustment and rehabilitation of parts and components associated with the routine upkeep and cleaning of the Pensacola Civic Center which is reasonably necessary to maintain a high level of service and which is aesthetically pleasing and consistent with prudent industrial practice, product specifications and design, manufacturer's recommendations, and promotion activities.
- r. "Marketing" shall mean those activities related to the presentation of the Pensacola Civic Center to the media and potential users as well as the development of the Annual Business and Marketing Plan as defined herein.

- s. "Marketing and Promotions Fund" shall mean those funds designated for marketing and promotional activities related to the presentation of the Pensacola Civic Center.
- t. "Net Operating Loss Benchmark" shall mean the average Net Operating Loss for the Fiscal Years ending September 30, 2010 and September 30, 2011. The calculation of the Net Operating Loss Benchmark is depicted in Exhibit A of this Agreement.
- u. "Net Operating Loss" shall mean expenses greater than revenues in a given Fiscal Year as defined during the County's annual audit process. Net Operating Loss shall NOT include any non-operating revenues, including, but not limited to, capital contributions or transfers of funding derived from the Tourist Development Tax or any interest income. Net Operating Loss shall NOT include any depreciation, amortization or interest expense. An example of the Net Operating Loss calculation is provided in **Exhibit A**, attached hereto and incorporated herein.
- v. "Net Operating Revenue" shall mean those sums remaining after deducting Operating Expenses from Gross Operating Revenues as defined herein.
  - w. "Notice" shall mean delivery in accordance with Article 32.
- x. "Operating Account" shall mean the bank account created by SMG for payment of Operating Expenses and for the deposit into Gross Operating Revenues and other revenues that may become available.
- "Operating Expenses" shall mean the management fee, full time ٧. employees' salaries and personnel benefits, part time employees' wages, event staffs' wages, other staff wages, authorized travel and per diem for employees, communication costs, any fees charged for services rendered by the County, allocated overhead, utilities (including, but not limited to telephone, electric, gas, garbage, water and sewer services), rentals and leases, insurance, bonding, repair and maintenance, printing and binding, advertising, marketing and promotional activities, other current charges, dues, office supplies, operating supplies, books publications, subscriptions, other expenses (e.g. tables, chairs, equipment, etc.) not otherwise defined as Capital Improvements and any other current miscellaneous charges (including but not limited to credit card fees, bank service charges, City of Pensacola occupational license fee, permits, assessments, other licenses, fees and sales taxes on rentals, expenses associated with food and beverage concession sales (including, but not limited to, alcoholic beverages, candy and tobacco product sales), any operational costs incurred to comply with current laws and regulations, the preparation, sale and delivery of on-site catering services (including, but not limited to food, beverages, cups, and paper products),

Operating Expenses shall NOT include: 1) debt service expenses (e.g. payment of principal, interest, or expenses required by the Bond Resolution; 2) Capital Expenses (e.g. depreciation or other expenses related to Capital Improvements); 3) home office overhead; and 4) the cost of reports generated by SMG as required by the terms of this Agreement.

- z. "Parties" shall mean SMG and County.
- aa. "Pensacola Civic Center" or "Civic Center" shall mean that structure owned by Escambia County located at 201 East Gregory Street, Pensacola, Florida, consisting of approximately 7,702 permanent seats, lobbies, offices, spaces in halls, corridors, concession stands, supply rooms, and outdoor grounds.
- bb. "Personnel Benefits" shall mean expenses associated with employee payment for 1) vacation, holiday, parental and sick leave; 2) severance pay; 3) employer's social security; 4) employer's unemployment compensation insurance; 5) health insurance; 6) disability insurance or benefits; 7) life insurance; 8) retirement benefits; and 9) other benefits provided pursuant to the conditions of a collective bargaining agreement.
- cc. "Pre-Existing Agreements" shall mean all contracts, licenses, agreements, options, leases or commitments existing as of the date of this Agreement that grant any person or entity any right to: 1) license, use, occupy, or rent all or any portion of the Pensacola Civic Center; or 2) provide services for the management, operation, use, possession, occupation, or marketing of all or any portion of the Pensacola Civic Center.
- dd. "Renewal or Replacement Fund" shall mean cash transferred from the Tourist Development Tax Fund for renewal and replacement of the Civic Center. This fund may be used to pay for any capital improvement project as defined herein or for any maintenance or repair cost or any operating supply necessary to maximize and enhance the facility.
- ee. "User Fee" shall mean the fees or rentals charged for the use of the Pensacola Civic Center building or any portion thereof. These fees shall be established by resolution of the Board of County Commissioners as a part of the Annual Budget. Changes in such fees may be made by the Board of County Commissioners from time to time by resolution and may be structured either upon a flat or fixed rate, or upon a percentage of event receipts or net receipts, or upon a flat rate plus a percentage.

#### Article 3. Term and Extension.

The effective date of this Agreement shall be October 1, 2012, and shall remain in effect for three (3) Fiscal Years until September 30, 2015. The Agreement may be

extended upon mutual agreement of the Parties for an additional two (2) year period without a change in the terms and conditions. The Parties shall provide written notice of their desire to extend the agreement no later than six (6) months before the expiration of the initial term.

- Article 4. <u>Goals and Objectives</u>. As representative of the Parties' intent underlying this Agreement, Escambia County and Management Company have jointly identified, acknowledged, and accepted the following goals and objectives to govern its implementation.
- 4.1 Management Company shall provide comprehensive management services to Escambia County which will seek to make the Pensacola Civic Center's operations and maintenance financially self-supporting.
- 4.2 Management Company therefore shall manage the Pensacola Civic Center in the most efficient economical manner possible to maximize revenues and reduce net losses.
- 4.3 Management Company shall safeguard Escambia County's capital investment in the Pensacola Civic Center by executing effective and efficient maintenance practices, and by actively soliciting and promoting events of all types at the Civic Center.
- 4.4 Management Company and Escambia County shall seek to maximize revenues generated by such event presentations and make the Pensacola Civic Center an entertainment showplace that instills a sense of pride for Escambia County and the Gulf Coast area.
- 4.5 Management Company and Escambia County agree to use their best efforts to achieve these goals and objectives.

#### Article 5. Management Services.

- 5.1 Management Company agrees to cooperate with Escambia County in the performance of its responsibilities under this Agreement and to implement the Goals and Objectives identified in Article 4. Accordingly, Management Company's responsibilities shall include, but are not limited to, the rental of space, event scheduling, public relations and marketing, operations, maintenance, and event and activity management as set out in this article.
- 5.1.1 Rental of Space and Event Scheduling. Management Company shall rent space within the Pensacola Civic Center and schedule events and shows based on potential profitability. Management Company shall develop and maintain its yearly event schedule in accordance with the scheduling priority policy in its Annual Business and Marketing Plan.

- 5.1.2 Management Company and its affiliates or related entities shall be allowed to rent space, schedule, and promote events at the Pensacola Civic Center on terms and conditions and at rates, fees, and prices reasonably determined in accordance with prevailing market conditions.
- 5.1.3 Management Company shall meet periodically with a representative of Escambia County to apprize such representative of prevailing market conditions and how they compare to the established annual fee schedule (which fee schedule shall be set each year by the Parties' mutual agreement).
- 5.1.4 Management Company shall not request that the County grant a waiver, in whole or in part, for any applicable user fees or operational expenses referenced herein. Should County unilaterally grant waiver of any user fees or operational expenses said amounts shall be paid by County to Management Company with funds allocated from the Fourth Cent Tourist Development Tax revenues in accordance with applicable law.
- 5.1.5 Escambia County shall have the right to use the Pensacola Civic Center or any part thereof, if available and consistent with the priority schedule policy, without the payment of a User Fee. In these instances, Escambia County agrees to pay the additional operating expenses incurred, including for concessions, other than for ice water, from a County funding source outside the Civic Center's Annual Budget. In no event shall Escambia County's use of the Pensacola Civic Center compete with, or conflict with, paying events which have been previously booked.
- 5.1.6 The Management Company's General Manager shall have the authority to execute Pensacola Civic Center contracts and agreements on the Management Company's behalf. At a minimum, all such contracts and agreements, in addition to other standard contractual terms and conditions, shall include a hold harmless and indemnification of Escambia County provision, insurance requirements, and a statement that interest earned on required deposits shall become Escambia County's property. It is understood and agreed by both Parties that Management Company shall have no authority to contractually obligate Escambia County to any third party, unless specifically authorized by the Board of County Commissioners.
- 5.1.7 Management Company agrees to not execute any user agreement for rental of the Pensacola Civic Center or portions thereof for more than thirty (30) consecutive days without Escambia County's prior approval. Said approval shall not be unreasonably withheld.
- 5.1.8 Thus, any user or rental agreements will be executed by Management Company in its own corporate name, if for a term less than this Agreement's remaining term. If a user or rental agreement term exceeds this Agreement's term as provided in Article 3, the user or rental agreement must be preapproved by Escambia County.

- 5.2 <u>Public Relations and Marketing</u>. Management Company will provide public relations, marketing, and promotion services and activities, which shall be consistent with the Goals and Objectives identified in Article 4. Management Company shall submit an Annual Business and Marketing Plan for approval by Escambia County. The Annual Business and Marketing Plan shall be due at the same time the County Administrator requires submission of the annual budgets from other County departments and public agencies.
- 5.2.1 The Annual Business and Marketing Plan shall contain a strategy to ensure that appropriate events and activities are scheduled at the Pensacola Civic Center and that suitable press coverage of these events and activities is obtained.
- 5.2.2 As part of its marketing strategy, Management Company will encourage the highest and broadest community use of the Pensacola Civic Center. To that end, Management Company shall establish and maintain a relationship with various local boards, community groups, and local committees as part of its promotional efforts. Management Company also agrees each Fiscal Year to promote the Pensacola Civic Center through its parent company's national marketing activities.
- 5.3 Operation of Pensacola Civic Center. Management Company's Annual Business and Marketing Plan shall contain an operational strategy to implement the goals and objectives provided in Article 4 and an Annual Budget. The Annual Budget, which includes financial information concerning the operations and maintenance activity center, capital renewal and replacement activity center, and debt service activity center, shall be subject to approval by the Escambia County Board of County Commissioners.
- 5.3.1 The Annual Business and Marketing Plan shall be implemented by providing to Escambia County an Annual Management Report. The Annual Management Report shall include information from prior periods demonstrating achievement of the goals and objectives provided in Article 4. The reports shall set forth bookings, including information on scheduling of upcoming events, revenue receipts, expenditures, and other information Escambia County may periodically require or request.
- 5.3.2 Management Company also shall negotiate, execute, administer, and assure compliance with the terms and conditions of all service and product agreements for the Pensacola Civic Center's operation. In determining a product's or service's price or rate, Management Company shall evaluate comparable charges for similar goods and services at similar competing facilities.
- 5.3.3 Thus, any agreement entered into between Management Company and an affiliate company for operational goods and services shall be made at prevailing rates, fees, or prices charged for comparable goods and services within the industry. When practical, Management Company shall contract with local and/or minority businesses, which provide competitive prices, services, and qualities. All operational

services and goods agreements, when applicable, at a minimum, shall contain in addition to other contractual standard terms and conditions, a hold harmless and indemnification of Escambia County provision, insurance requirements, and a statement that interest earned on any required deposits shall become Escambia County's property.

- 5.3.4 As part of its Annual Business and Marketing Plan, Management Company shall maintain detailed, accurate, and complete financial records and other documentation of its activities. Financial records shall be maintained in accordance with national generally accepted accounting principles and Article 18.
- 5.3.5 Management Company shall comply with the spending limitations imposed by its Annual Budget, including any amendment(s) thereto, authorized by the Escambia County Board of County Commissioners. However, if extraordinary events occur, which could not reasonably be contemplated at the time the budget was prepared, Management Company may submit a budget amendment to Escambia County for approval by the Escambia County Board of County Commissioners. The Annual Budget, or any amendment thereto, may include an appropriation of Tourist Development Tax dollars or other County revenues to support Pensacola Civic Center operations.
- 5.3.6 All persons working at the Pensacola Civic Center shall be the sole and exclusive employees or agents of Management Company and shall be paid by Management Company. Management Company shall set the number, function, qualifications, compensation and benefits of such employees and shall pay applicable social security, unemployment, workers' compensation, or other employment taxes or contributions to insurance plans.
- 5.3.7 Management Company shall comply with all federal and state laws and regulations relating to employment, including, but not limited to, minimum wages, social security, unemployment insurance, and workers' compensation.
- 5.3.8 Management Company shall give employment preference to local labor to the extent local residents are available and qualified. However, this paragraph does not require Management Company to give local preference in hiring its General Manager or other supervisory employees. Management Company shall establish and adhere to a written personnel policy and grievance procedure and shall provide employees with copies of that policy.
- 5.3.9 Management Company shall recruit and employ a staff sufficient to operate the Pensacola Civic Center as set forth in this Agreement. An organizational chart, which generally outlines the Pensacola Civic Center's staffing, shall be included in its Annual Budget request.
- 5.3.10 Management Company employees shall conduct themselves at all times in a proper and respectful manner to the public, and if, in the sole and reasonable opinion of Management Company, an employee conducts himself or herself in an

improper or disrespectful manner, he or she shall be dismissed for cause by the Management Company.

- Management Company shall be responsible for 5.4 Maintenance. general maintenance of the Pensacola Civic Center. Each month, the Pensacola Civic Center Operations Director shall meet with the Escambia County Facilities Maintenance Director, or his designee, to report on and discuss the progress of the Civic Center's Preventative Maintenance Program's implementation. The County reserves the right to perform preventative, emergency, or other necessary maintenance if it deems necessary to do so for the Civic Center's protection. Maintenance reimbursement work performed by the County Facilities Management Department or its contractors will be paid from the Civic Center Operating Account. Management Company will utilize a maintenance monitoring program as designated by the County. This software program will be provided by and licensed through Escambia County. It shall be the maintenance management tool used during the implementation and execution of the Pensacola Civic Center's Preventative Maintenance Program and the tracking of daily unscheduled maintenance repairs. The Management Company also will utilize this software program to supply the Escambia County Facilities Management Director with quarterly reports, in a reporting format specified by the County, reflecting all ongoing and completed Preventative Maintenance and unscheduled maintenance repairs.
- 5.4.1 Management Company shall coordinate with County any repairs or maintenance work in excess of Twenty-Five Thousand Dollars (\$25,000.00) and agrees to solicit competitive bids when required by state law or County ordinance for such maintenance services or goods.
- 5.4.2 Management Company shall prepare and submit to Escambia County information on maintenance and breakdowns of all major pieces of structural, mechanical, installed, or portable equipment. In no event shall Management Company encumber any real or personal property owned by Escambia County. Management Company shall be responsible for assuring that all Maintenance shall be of a quality and class at least equal to the equipment's original condition.
- 5.4.3 Unless otherwise directed by the County, all equipment, preventative maintenance services, and service cycles will be accomplished in accordance with manufacturer's recommendations, procedures, and guidelines in their technical bulletins and manuals. Additionally, equipment life cycles will be tracked through the County's software program.
- 5.4.4 To ensure that the Pensacola Civic Center's structure and its mechanical systems are properly maintained, County and Management Company will jointly inspect the condition of the Civic Center's structure and mechanical systems within thirty (30) days following this Agreement's effective date. Thereafter, not less than annually, the Parties will jointly complete follow-up inspections to determine if there has been any waste or deterioration in the building's structure or mechanical systems that is due to improper maintenance. If County determines in the exercise of its

reasonable judgment that there is waste or deterioration present, then Management Company agrees to restore the structure or mechanical systems to their conditions at the time of the original inspection and to reimburse the County for such restoration.

- 5.5 Event and Activity Management. Management Company shall direct the delivery and coordination of events and activities scheduled at the Pensacola Civic Center. Event management shall include but is not limited to: 1) crowd control and delivery of security services; 2) implementation of admission procedures; 3) box office ticket operation; 4) collection and payment of ticket revenues; 5) settlement with event promoters; 6) delivery of concessions; and 7) catering services.
- 5.5.1 <u>Installation of Improvements.</u> Management Company, on behalf of and at the request of Escambia County, shall be responsible for the acquisition and installation of any needed equipment improvements to the Pensacola Civic Center. Escambia County expressly reserves the right to approve such improvements acquisition and installation by Management Company. Expenses associated with the acquisition of such equipment shall be deemed to be Operational Expenses and shall be reimbursable to Management Company.
- 5.5.2 <u>Set-Up for Events</u>. Management Company shall be responsible for all services required to stage the Pensacola Civic Center for each scheduled event, including but not limited to: 1) stage area needs or services; 2) sound system; 3) lighting system; 4) stage rigging; 5) dressing area; 6) stage equipment; 7) loading; 8) unloading; 9) table, chair, and seat set up and tear down.
- 5.5.3 <u>Box Office Ticket Operations</u>. Management Company will be responsible for all aspects of ticket sales for events and activities, including computerized tickets, with the exception of Home Ice Hockey Season Game tickets. Management Company will maintain a box office at the Pensacola Civic Center, which will be open to the public at reasonable and appropriate times.
  - 5.5.3.1 No event tickets will be sold unless they are serially numbered, identified by event using a color code, or other appropriate devices to prevent duplication or counterfeiting. Box office ticket operations shall include ordering and selling tickets, collecting and reporting ticket revenues for a scheduled event or activity, processing credit card ticket sales, auditing each scheduled event's or activity's records, and providing a timely and accurate settlement statement following such event or activity.
  - 5.5.3.2 Notwithstanding the foregoing, Management Company retains the right to subcontract any or all of its box office ticketing operations without prior approval by Escambia County. However, its ticket sale policies shall be subject to prior approval by Escambia County. Management Company shall be solely responsible for collection and

remitting of any sales, use, amusement, or similar taxes imposed on such sales to the appropriate governmental entity as required by law.

- 5.5.3.3 Escambia County agrees that complimentary tickets are defined as tickets with no direct dollar value. These tickets are used in event promotions and for promotional arrangements with businesses, using sound industry business practice in the exchange for such goods and services. Complimentary ticket distribution shall be reflected in the Event Settlement Report.
- 5.5.4 Management Company shall maintain in the name and federal tax identification number of Escambia County an interest-bearing Escrow Account in an Escambia County financial institution approved by the County. In addition to the signatories designated by Management Company, the Chairman and Vice-Chairman of the Board of County Commissioners and the Clerk of the Circuit Court shall be authorized signers on behalf of Escambia County.
  - 5.5.4.1 Management Company shall deposit into the Escrow Account advance ticket sale revenues, which it receives. If there are insufficient funds in the Escrow Account to refund payments to ticket holders, neither Escambia County nor the Clerk of the Circuit Court shall be liable for such deficiency.
  - 5.5.4.2 Notwithstanding the foregoing, Management Company shall refund costs for ice hockey season ticket holders, when directed in writing by Escambia County or a court of competent jurisdiction, out of the Operating Account should the ice hockey team fail to present all home ice hockey games for which season tickets have been sold or otherwise fails to provide timely refunds to ice hockey season ticket holders.
  - 5.5.4.3 Following completion of scheduled events or activities, Management Company shall deposit all revenues into the Operating Account. Any interest accrued in the Operating Account shall become Escambia County's property and remain in the Operating Account. Management Company thereafter shall utilize the Operating Account for Operating Expenses payments, as those expenses become due and owing.
- 5.5.5 <u>Concessions and Catering.</u> Management Company shall have complete responsibility for the sale of all public concessions, catering and related services at the Pensacola Civic Center, including but not limited to, the sale of: 1) foods of all kinds; 2) beverages of all kinds (including alcoholic beverages); and 3) and other concession products of all kinds.
  - 5.5.5.1 During this Agreement's term, Escambia County shall not permit any other person, firm, or corporation to sell or to offer for sale nor

shall Escambia County sell or offer for sale on its own behalf any of the commodities referred to in Subsection 5.5.5 at or within the boundaries of the Pensacola Civic Center, unless previously agreed to in writing by Management Company's General Manager. Management Company shall not furnish or sell or permit its employees, subcontractors, or agents to furnish or sell or permit, alcoholic beverages to be consumed by a person who is not of lawful drinking age, or a person who is or who reasonably appears to be intoxicated.

- 5.5.5.2 Food and beverage revenues, excluding any applicable taxes collected, shall be deposited into the Operating Account within three (3) business days. Accounting for such sales shall be made available to the County or the Clerk upon request and a report of such sales shall be provided on a monthly basis.
- 5.5.5.3 Management Company shall be entitled to 5% of all Food and Beverage Revenues as defined herein. Starting on October 1, 2011, Management Company shall be entitled to a Food Service Fee equal to 5% of all Food and Beverage Revenues as defined herein.
- 5.5.6 <u>Third Party Concessions and Catering</u>. In the event third parties are authorized to provide limited concession sales or catering services, Management Company shall be responsible for overseeing and coordinating these third party concessionaires and caterers operations. Contracts for third party concessionaires and caterers shall require approval of both Parties and shall require third party concessionaires to provide insurance and indemnification protection equivalent to that provided by Management Company.
  - 5.5.6.1 Management Company shall obtain and deliver to Escambia County proof of insurance evidencing the third party concessionaires or caterers are insured by the following types of insurance coverages in the amounts specified:
  - a. Commercial general liability insurance with minimum combined single limits per occurrence per event of one million dollars (\$1,000,000), including coverage parts of bodily injury, broad form property damage, advertising, personal injury, blanket contractual liability, independent contractors and products and completed operations. The commercial general liability insurance shall include by endorsement coverage for contingent liquor liability for bodily injury or property damage. The Escambia County Board of County Commissioners and Escambia County shall be named as additional insured.
  - b. Automobile liability insurance with minimum combined single of one million dollars (\$1,000,000) for any vehicles. The Escambia County

Board of County Commissioners and Escambia County shall be named as additional insured.

- c. Workers compensation and employers liability as required by Florida law.
- 5.5.6.2 All insurance policies shall be written on a per occurrence basis and placed with insurers licensed to do business in the State of Florida rated A or better by A.M. Best's rating service with a minimum financial size category "VIII" according to A.M. Best Current Guide. Policies shall contain severability of interest provisions among additional insured.
- Certificates of Insurance shall be provided to the Escambia 5.5.6.3 County Administrator or designee at the time the User License Agreement is signed. The Certificates of Insurance shall be signed by the authorized representative. The concessionaire and/or caterer shall agree to notify Escambia County as soon as possible in advance of a cancellation, nonrenewal, claim or termination of any insurance policy identified above. In the event of a reduction in the aggregate limit of a policy, the concessionaire and/or caterer shall immediately take steps to have the aggregate limits reinstated to the full extent permitted under such policy. All successive insurance policies shall provide for consecutive coverage with no lapses between termination and effective dates. Certificates of Insurance shall reflect the Escambia County Board of County Commissioners and Escambia County as certificate holders and as additional insureds, except for Workers Compensation and employers liability insurance.
- 5.5.6.4 Certificates of Insurance shall be forwarded to Escambia County and shall be satisfactory to the County. Receipt of certificates or other documentation of insurance or policies or copies of policies by the County, or by the Management Company, or any of their representatives, which indicate less coverage than required does not constitute a waiver of the concessionaire and/or caterer's obligation to fulfill the insurance requirements. Any delay caused by incorrect or incomplete certificates shall be the sole liability of concessionaire and/or caterer.
- 5.5.6.5 All concessionaires and/or caterers shall agree not to violate, or to knowingly or negligently permit or to allow to be violated, any condition of any insurance policies provided to satisfy the insurance requirements of this Agreement. All insurance coverage of a concessionaire and/or caterer shall be primary to any insurance or self-insurance program carried by Escambia County applicable to the License Agreement. The acceptance by Escambia County of a Certificate of Insurance does not constitute approval or agreement by the County that

the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with this Agreement. Management Company's failure to ensure the insurance coverages required under this Article are provided and maintained by the concessionaire and/or caterer shall be a material breach of this Agreement, unless other insurance coverages mutually are agreed to in writing by the concessionaire and/or caterer and Escambia County. Notwithstanding the provisions of this Section 5.5.6, the parties hereto acknowledge that the above policies may contain exclusions from coverage which are reasonable and customary for policies of such type.

- 5.5.6.6 No provision of any concession and/or catering agreement shall be construed, nor in any way is intended to be construed, as a waiver of Escambia County's sovereign immunity or other limitation of liability of Escambia County. Escambia County is self-insured for liabilities in excess of the amounts provided under Section 768.28, Florida Statutes, as amended. The concessionaire's and/or caterer's obligation to indemnify Escambia County shall not be limited by the type and amount of insurance required under this Agreement.
- 5.5.6.7 Third party concessionaires and/or caterers also shall agree to execute an indemnification and hold harmless agreement in favor of Escambia County and its employees, officials, officers, and affiliated entities from and against claims, suits, actions, damages, penalties, interest, liability, and expenses, including legal expenses, in connection with bodily injury, death, personal injury or property damage, including loss of use, directly or indirectly caused by, resulting from, arising out of, or occurring in connection with the performance of the Agreement by the third party concessionaires or caterers.
- 5.5.6.8 The concessionaires and/or caterers shall agree to comply with all rules and regulations governing the Pensacola Civic Center's operation and shall acknowledge receipt in writing of a copy of the rules and regulations.

#### Article 6. Security.

Management Company will provide acceptable security at all scheduled events and activities at the Pensacola Civic Center and during the Civic Center's normal business hours. However, Management Company shall retain the sole discretion to determine the appropriate number of uniformed officers necessary for each event or activity after consultation with the Sheriff of Escambia County. Off-duty law enforcement officers providing security services to the Civic Center shall be in privity of contract with Management Company and under Management Company's direction and not in the employment of any event promoter or sponsor or of Escambia County.

## Article 7. Collection and Payment of Operating Revenues and Expenses.

- 7.1 Management Company will be responsible for the collection of all Gross Operating Revenues generated by the Pensacola Civic Center and for their deposit within two (2) business days of receipt into an interest bearing Operating Account in an Escambia County financial institution. The Operating Account shall be in Escambia County's name and federal tax identification number. In addition to the Management Company signatories, the Chairman and Vice-Chairman of the Board of County Commissioners and the Clerk of the Circuit Court shall be authorized signers on behalf of Escambia County. The Operating Account shall require two (2) signatures to authorize withdrawals from it.
- 7.2 Gross Operating Revenues collected and deposited by Management Company into the Operating Account are held in trust for Escambia County and shall be used only in the manner provided herein.
- 7.3 County shall be authorized, at any time, to obtain and inspect information and records concerning the Operating Account from the subject financial institution. Management Company shall make disbursements from the Operating Account to pay for the Pensacola Civic Center's Operating Expenses. If, at any time, there are insufficient funds in the Operating Account to pay Operating Expenses, Escambia County shall deposit sums in the Operating Account in the amount of the deficiency within fourteen (14) days notice from Management Company of such deficiency. In addition to the foregoing, Escambia County shall deposit into the Operating Account on or before the 15th day of each month in advance an amount equal to 1/12 of the amount by which Operating Expenses exceed Gross Operating Revenues as reflected in the Annual Budget.
- 7.4 County shall deposit into the Civic Center Fund a sum certain representing the Renewal or Replacement Fund. Such funding shall be transferred from the Tourist Development Tax Fund on an annual basis subject to an annual appropriation by the Board of County Commissioners and may used by Management Company to pay for any capital improvement project as defined herein or for any maintenance or repair cost or any operating supply necessary to maximize and enhance the facility.
- 7.5 Upon execution of this Agreement, the Parties shall establish a Marketing and Promotions Fund in the principal sum of \$403,500.00. The principal sum, together with accrued interest, may be utilized upon mutual agreement of the Parties for the purpose of subsidizing event related activities, including but not limited to, marketing and promotional activities. The principal amount shall be amortized on a straight-line basis over the term of the Agreement. If the Agreement is terminated prior to the expiration of this Agreement, any remaining amounts shall be paid by County to Management Company upon the date of such termination.

The County shall retain possession of said Fund, and SMG shall have the right to request draws from said fund in advance of any event or planned expenditure.

Appropriate documentation of the planned event or expenditure must be submitted at the time of the request. Either Party may request and/or recommend funding for planned events or related expenditures, and the Parties shall jointly determine the use of said Fund. Each Party shall designate an individual with authority to make decisions regarding the use of said Fund. Once a request is approved by both Parties, funds shall be made available within ten (10) business days. Within ten days after the subsidized event has occurred, SMG shall provide to County an accounting of the profit/loss for the event. Any cash proceeds from profits retained from the subsidized event will be utilized to replenish the fund in an amount equal to the funds provided for the event. If sufficient cash proceeds are not generated from the event, the fund will be diminished by the amount of the loss.

#### Article 8. Policies and Procedures.

- 8.1 Management Company shall establish and implement reasonable rules, regulations, policies, and procedures to govern the Pensacola Civic Center's operational scheduling, priorities, user rates, and contracting responsibilities.
- 8.2 All rules, regulations, policies, and procedures shall be consistently applied to all users, whether they are for profit or non-profit entities or individual members of the public. A copy of these rules, regulations, policies, procedures, rate schedules, and contract forms shall be provided upon request to Escambia County, each vendor, performer, and member of the public.

## Article 9. Signage.

Revenues produced by the sale of advertising on permanent signage owned by the Pensacola Civic Center shall be considered a Gross Operating Revenue, unless the monies are not retained by the Pensacola Civic Center. Temporary signage proceeds shall be governed by the Ice Hockey Agreement's terms and conditions identified in Article 13 and defined in Article 2.

#### Article 10. General Manager.

- 10.1 Selection of a General Manager, or any replacement thereof, for the Pensacola Civic Center shall be at Management Company's discretion with the prior approval by the Escambia County Administrator. It is understood and agreed by the Parties that Management Company shall solicit and screen applicants for this position and that Escambia County, at its option and upon its request, may participate in the interview of the position's three finalist.
- 10.2 The General Manager shall be available as required by Escambia County to consult with County officials and staff. The General Manager or his or her designee shall attend all meetings of the Board of County Commissioners, and such other meetings where the Pensacola Civic Center's operation is discussed.

10.3 The General Manager shall be employed only so long as he or she maintains Escambia County's confidence and, upon the written request of Escambia County, Management Company shall within thirty (30) days remove and/or reassign the General Manager. Management Company also shall provide Escambia County with thirty (30) days prior written notice of its intent to remove or reassign the General Manager in advance of such actual termination or reassignment.

## Article 11. <u>Escambia County Administrator or Designee</u>.

- 11.1 The Escambia County Administrator or his or her designee shall act on behalf of Escambia County while administering this Agreement, with the exception of items which would require Escambia County Board of County Commission approval. The Escambia County Administrator or designee shall:
- a. Serve as the liaison between Management Company and Escambia County on all matters relating to this Agreement.
- b. Shall be responsible for ensuring that information supplied by Management Company is properly distributed to the Board of County Commissioners and appropriate Escambia County staff.
- c. Shall be responsible for the day-to-day monitoring and assessment of the quality of the services and maintenance by Management Company of Pensacola Civic Center.
- d. Coordinate contact with other Escambia County staff to assist in this Agreement's administration.

#### Article 12. Relationship of Parties.

- 12.1 Escambia County and Management Company agree that the only relationship created hereby is one for supplying management services, as an independent contractor, and Management Company is not an employee, joint venturer, agent, or partner of Escambia County.
- 12.2 Management Company, on its own behalf, shall have authority to enter into the contracts to perform the management services specified herein, subject to approvals, which may be required by this Agreement. Management Company shall not have the authority to obligate Escambia County contractually. Upon this Agreement's termination or expiration, all contracts relating to the Pensacola Civic Center (including contracts approved by Escambia County and license, lease, or rental contracts pertaining to the Civic Center which Management Company executed in its own name) shall be automatically assigned to, and deemed to be assumed by, Escambia County (without further action by any Party).

- 12.3 Unless otherwise stated herein, Management Company is the real party in interest under this Agreement and is not acting for or on behalf of any undisclosed principal. A list of Management Company's officers and members of its Board of Directors appears in **Exhibit B** attached hereto and incorporated by reference herein.
- 12.4 Management Company represents that it is possessed with the requisite authority to enter into this Agreement as evidenced by the Partnership Registration Statement of the State of Florida, a copy of which is attached hereto as **Exhibit C**, and incorporated by reference herein. Management Company also represents the individuals executing this Agreement are possessed of the requisite authority to sign and bind Management Company.
- 12.5 Management Company acknowledges that it has not engaged in any public entity crimes and has executed the Public Entity Crime Disclosure Form attached hereto as **Exhibit D**, and incorporated by reference herein.
- 12.6 Management Company represents by reason of its principals' expertise in facility management, it is well qualified to operate successfully the Pensacola Civic Center on behalf of Escambia County in accordance with this Agreement's terms and conditions.

## Article 13. <u>Pre-Existing Agreements</u>.

Escambia County will perform all terms, covenants, conditions, and obligations contained in Section 5.6 of the Amendment to the Pensacola Civic Center Management Services Agreement dated May 1, 2007. Otherwise, the Parties agree and understand by executing this Agreement they accept all such terms and conditions and shall be bound by them as stated herein.

#### Article 14. Government Impositions.

Escambia County shall not be responsible for payment of Governmental Impositions associated with management and operation of the Pensacola Civic Center, unless otherwise approved by Escambia County.

#### Article 15. Annual Budget.

- 15.1 Management Company shall submit an Annual Budget, as part of the Annual Business and Marketing Plan for the period commencing October 1st and ending September 30th of each Fiscal Year, listing projected Operating Expenses. It shall be presented at the same time the County Administrator requires other County department annual budget requests.
- 15.2 The Annual Budget, in a format requested by the Escambia County Administrator or designee, also shall include projected Gross Operating Revenues, as well as an estimate of the required Tourist Development Tax dollars or other County

revenues necessary for the Pensacola Civic Center's operation as well as other designated financial information.

- 15.3 The Annual Budget shall be approved by Management Company and the Escambia County Administrator or designee by a date established by the Escambia County Office of Management & Budget and the County Administrator.
- 15.4 It is understood and agreed that if the Escambia County Administrator objects to Management Company's proposed Annual Budget or any part thereof, Escambia County shall be obligated to notify promptly Management Company. Should the Parties thereafter be unable to resolve the matter, Management Company may present its proposed Annual Budget directly to the Board of County Commissioners for consideration during the first advertised public budget hearing required by Florida law.
- 15.5 Management Company acknowledges that the Annual Budget is subject to approval by the Board of County Commissioners. In the event a proposed Annual Budget has not been adopted by the Board of County Commissioners as the official County Annual Budget by the first day of the new Fiscal Year, then the prior year's budget shall be deemed to be the Annual Budget until the new budget is approved.
- 15.6 Management Company and Escambia County Administrator or designee may revise the approved Annual Budget during the Fiscal Year by mutual written agreement.

## Article 16. Management Fees.

- 16.1 Fixed Fee. As compensation to the Management Company for providing services during this Agreement's term and any renewal term, Escambia County shall pay to it an annual fixed fee (beginning October 1, 2012) of one hundred seventy five thousand five hundred dollars (\$175,500), which amount shall be adjusted on the first day of each Fiscal Year thereafter by the percentage change in the Southeastern United States Consumer Price Index (Base Year 1982), as published by the U.S. Bureau of Labor Statistics or any successor index or agency, during the one (1) year period ending on December 31 immediately preceding such Fiscal Year (the "Fixed Fee"). However, no upward adjustment shall exceed three (3%) percent. The Fixed Fee shall be invoiced by Management Company monthly in arrears and promptly paid pursuant to Section 218.70, Florida Statutes, as amended, after receipt of a correct invoice as reasonably determined by Escambia County.
- 16.2 Incentive Fee. In addition to the fixed fee, Escambia County shall pay to Management Company an annual Incentive Fee (beginning October 1, 2011) based upon financial performance. The Incentive Fee shall be prorated for any partial Fiscal Year upon termination or expiration of this Agreement. The Incentive Fee shall be calculated as a percentage of the improvement in actual Net Operating Loss compared to the Net Operating Loss Benchmark, as follows:

% of improvement	% to County	% to SMG
Up to \$250,000	65%	35%
Greater than \$250,000	60%	40%

An example of the calculation of the Incentive Fee is depicted in Exhibit A of this agreement.

The total Incentive Fee that may be earned by Management Company during any Fiscal Year may not exceed 150% (or \$263,250 or in subsequent years an amount equal to 1.5 times the amount of the base fee adjusted for inflation as shown in section 16.1) of the annual Fixed Fee during any Fiscal Year. Qualification for the Incentive Fee shall be contingent upon satisfactory annual inspection of the Pensacola Civic Center as provided in Section 5.4.4.

- 16.3 By executing this Agreement, the Parties agree Management Company waives any and all right to contest the amount owed for past incentive fees or to seek any additional payment, including interest, for past incentive fees which Management Company may claim based upon past performance.
- 16.4 Pursuant to the requirements of Florida law and Article II of Chapter 46 of the Code of Ordinances of Escambia County, Escambia County's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Board of County Commissioners. This Agreement shall not be a debt or obligation of Escambia County or the State of Florida.

## Article 17. Annual Management Report and Travel Expenses.

- 17.1 No later than sixty (60) days after the end of each Fiscal Year, Management Company shall deliver to Escambia County the Annual Management Report detailing the Yearly Gross Operating Revenues and the Yearly Operating Expenses for that Fiscal Year.
- 17.2 All travel and professional expenses of Management Company employees shall be paid in accordance with the Florida Statutes relating to County employee travel and professional expenses when approved and included in the Pensacola Civic Center Annual Budget. Management Company will prorate these expenses if Management Company's employees conduct corporate business on behalf of or for the benefit of Management Company during such travel. All non-budgeted travel and professional expenses shall be paid only after the prior written approval of Escambia County.

#### Article 18. Accounting Records, Reports, and Practices.

18.1 Management Company shall maintain accounting records, using accounting practices which conform to nationally generally accepted accounting principles and this Agreement's terms and conditions.

- 18.2 Management Company shall establish internal financial control policies and practices, which are in accordance with nationally generally accepted standards in the industry and this Agreement's terms and conditions.
- 18.3 Management Company shall provide to the Escambia County Administrator or designee and the Clerk of the Circuit Court copies of all forms used by it and notice of all accounting methods, internal controls and procedures utilized in its reports to Escambia County and when possible adopt such methods, controls and procedures that are compatible with existing Escambia County methods, controls and procedures.
- 18.4 Escambia County shall have unlimited access to all accounting records and supporting documentation during this Agreement's term and for a period of five (5) years thereafter. However, Escambia County's right to access shall be exercised following reasonable notice to Management Company. Supporting documentation shall include, but is not limited to, contracts, leases, vouchers, checks, invoices, receipts, and other documents prepared or executed in connection with the Pensacola Civic Center's operation.
- 18.5 Within thirty (30) days of each month's end, Management Company will submit to Escambia County a Monthly Financial Report, which includes: 1) a monthly and year-to-date income statement identifying Gross Operating Revenues and Operating Expenses in detail in the Annual Budget; 2) a balance sheet as of the last day of the month; 3) a year-to-date statement of cash flows as of the last day of the month; and 4) a statement of related party transactions which will consist of all disbursements to Management Company or any of its affiliates.
- 18.6 Management Company acknowledges that the Pensacola Civic Center is a public enterprise fund, and as such, all Financial Reports, including the Annual Management Report, will be prepared on a full accrual accounting basis.

#### Article 19. Lost Articles.

Management Company shall have the sole right to collect and to have custody of, as a gratuitous bailee, articles left, lost, or checked in, on, or about the Pensacola Civic Center by persons attending or participating in events or activities at the Civic Center.

#### Article 20. Performance Security.

- 20.1 All Management Company employees handling monies shall be sufficiently bonded as reasonably determined by Escambia County.
- 20.2 Those employees designated as authorized signatories on Pensacola Civic Center account(s) shall be insured through Management Company's Comprehensive Crime Insurance/Fidelity Bonding with the face coverage of such policy

to be one million dollars (\$1,000,000.00) or more and shall name Escambia County as loss payee.

20.3 During the term of this Agreement, Management Company also shall provide to Escambia County a surety and performance bond in the amount of two hundred thousand dollars (\$200,000.00) to protect the County against loss should Management Company fail to perform its services under this Agreement.

## Article 21. Admission to Pensacola Civic Center.

- 21.1 Management Company reserves the right to evict persons from the Pensacola Civic Center and shall include reasonable guidelines in the rules and regulations required by Article 5 to govern removal of such disruptive persons.
- 21.2 Management Company's guidelines, rules, and regulations shall be available for the general public's review and given to each promoter or other user at the time a user agreement is signed.

## Article 22. Assumption of Risk.

- 22.1 Management Company shall be solely responsible for all civil liability due to negligent acts or omissions of its employees or agents resulting in accidents, injuries, or death to persons or property damage occurring at or in the Pensacola Civic Center.
- 22.2 Only qualified rigging personnel employed by or under contract with Management Company shall provide rigging services for Pensacola Civic Center events.
- 22.3 Management Company's personal property placed or moved into the Pensacola Civic Center shall be at the Management Company's sole risk, including, without limitation, for those injuries, damages or death arising from environmental damage or liability, theft, and vandalism.

## Article 23. Default.

- 23.1 The following shall constitute a default of the Agreement:
- a. The failure to perform or comply with any material terms, covenants, or conditions of the Agreement;
- b. The occurrence of any act or omission on the part of Management Company that deprives it of the right, power, license, permit or authorization necessary for the lawful and proper operation of the services provided herein;
  - c. The violation of any state, federal, or local laws;

- d. The filing by or against Management Company of petitions in bankruptcy or the making by which the actions shall automatically be a basis for termination and bar the passing of any benefits to creditors, assignees, or transferred of Management Company;
- e. The abandonment or discontinuance by Management Company of any or all of the services permitted or required herein;
- f. The failure of either party to timely remit payments due and owing as provided herein;
- g. The cessation or deterioration of services by Management Company for a period that in the reasonable opinion of County materially and adversely affects the performance of services described herein.
- h. Management Company's failure to operate within the amounts allocated in the Annual Budget for the operation of the Civic Center during any Fiscal Year.
- 23.2 In the event of default of this Agreement, the defaulting party shall have thirty (30) days to cure the default before termination proceedings may commence as provided in Article 24 below.

## Article 24. Termination.

- 24.1 Either Party may terminate this Agreement for cause upon the failure to fulfill in a timely and proper manner its obligations under this contract, including but not limited to, default of the Agreement as defined in Section 23.1 above. Such termination for cause shall be effective thirty (30) days following the date of the receipt of such notice of termination from the non-breaching party.
- 24.2 Upon termination, Management Company will be paid for its Management Fee, as defined in Article 16, earned to the date of termination, less the cost to Escambia County of subsidizing any deficiencies, correcting all work improperly performed, as well as repayment for additional cost to Escambia County for removing or replacing Management Company, exclusive of fees to firm(s) hired to replace Management Company. Any deduction from payment to Management Company shall not be construed as a settlement or waiver of other remedies available by law to Escambia County or Management Company.
- 24.3 The exercise of remedies and rights provided herein shall in no way affect any other right or remedy available to County or Management Company.

#### Article 25. Procedure Upon Termination.

- 25.1 Upon the expiration or termination of this Agreement, Management Company shall promptly surrender and deliver to County all equipment, supplies, inventories, or other items, which are the property of the County.
- 25.2 All losses in inventory of County-owned equipment shall be documented by Management Company as soon as such losses are discovered by Management Company. The Escambia County Risk Manager shall be promptly notified of such losses.

## Article 26. Audits and Inspection of Records.

- 26.1 Escambia County shall have the right to a reasonable inspection and audit of Management Company's financial records. If a complete independent records audit is requested by County, such audit shall be performed in Escambia County after reasonable notification to Management Company.
- 26.2 The cost of the audit shall be paid by Escambia County, unless the audit should reveal a discrepancy in excess of one percent (1%) of Gross Operating Revenues, in which case Management Company shall pay the cost of the audit. Any monies due Escambia County or Management Company as a result of the audit shall be paid immediately or otherwise credited.

## Article 27. Public Record Disclosure.

27.1 Management Company acknowledges this Agreement and any financial records, audits, reports, plans, correspondence, etc. related to the Pensacola Civic Center may be subject to disclosure to the public pursuant to Chapter 119, Florida Statutes, as amended.

#### Article 28. Insurance.

- 28.1 The cost of property insurance for the Pensacola Civic Center shall be paid for by the Management Company as an Operating Expense. Management Company hereby acknowledges that Escambia County may self-insure against any or all risks for which it may be responsible. Escambia County shall waive subrogation rights it may have against Management Company for any loss covered under Escambia County's property insurance policies or property self-insurance programs for the Pensacola Civic Center, to the extent permitted by the County's insurer(s).
- 28.2 Upon execution of this Agreement and for the term's remainder, Management Company will procure and maintain insurance of the types and with the limits herein specified by an insurance carrier described in this Article. Management Company shall name Escambia County, any elected and appointed officials, and employees, of Escambia County, and Escambia County Board of County Commissioners as additional insured by endorsement to the policy with respect to Management Company's operations hereunder. The minimum required limits of

insurance may become inadequate during this Agreement's term. Management Company and Escambia County agree that the minimum limits may be increased to higher reasonable amounts upon this Agreement's extension or renewal or otherwise upon mutual agreement of the Parties or at the direction of Escambia County.

- 28.3 Unless otherwise agreed, the amount, form, and type of insurance shall conform to the following minimum requirements upon this Agreement's execution:
  - a. <u>Workers Compensation Coverage</u>. Management Company shall purchase and maintain for its employees workers compensation insurance coverage as required by Florida law and employers' liability with minimum limits of one million dollars (\$1,000,000.00).
  - b. <u>Commercial General Liability Coverage</u>. Management Company shall purchase commercial general liability insurance in the minimum amount of five million dollars (\$5,000,000.00) per occurrence, specific to operations under this Agreement, with combined single limits for bodily injury and property damage. Fire legal liability insurance limits of one hundred thousand dollars (\$100,000.00) per occurrence.
  - c. <u>Automobile Liability Coverage.</u> Coverage must be provided, including bodily injury and property damage arising out of operation, maintenance, or use of any automobiles and employee non-ownership use in the amount of one million dollars (\$1,000,000.00).
  - d. <u>Liquor Liability Insurance</u>. Liquor Liability Insurance shall be provided with a minimum limit of three million dollars (\$3,000,000.00) per occurrence unless such insurance is provided by a third party concessionaire. When alcoholic beverages are furnished, sold, or consumed at the Pensacola Civic Center, Management Company shall not furnish, or shall not sell to or permit its employees, servants, subcontractors, or agents to furnish or to sell alcoholic beverages to, or to allow such alcoholic beverages to be consumed by any person who is not of lawful drinking age and shall take reasonable actions necessary to avoid serving any persons who appear intoxicated. Further, Management Company agrees to comply with Section 561.705, Florida Statutes, as amended, regarding "Responsible Vendor Qualifications".
  - e. Loss Control and Safety. Management Company shall retain control and shall remain responsible for the safety of its employees, agents, servants and subcontractors, as well as its invitees, patrons, and other persons using the Pensacola Civic Center. Precaution and safety considerations shall be considered at all times by Management Company for the protection of persons, and property in and around the Pensacola Civic Center. Management Company therefore shall make special efforts to detect hazards in advance and shall take prompt action where necessary to retain loss control of the Pensacola Civic Center.

- 28.4 All required insurance coverage shall be documented by Certificates of Insurance, which provide that Escambia County shall be notified at least thirty (30) days in advance of cancellation, non-renewal, or adverse change or restriction in their coverage. Escambia County and the Board of County Commissioners shall be named on each policy and Certificate of Insurance as additional insured. Escambia County Board of County Commissioners shall be named as the certificate holder on the Certificate of Insurance. All insurers shall be licensed to do business in the State of Florida and rated "A" or better by A.M. Best's most current rating guide with a minimum financial size category of IX. If requested by the County, the Management Company shall furnish complete copies of the Management Company's insurance policies, forms and endorsements.
- 28.5 Management Company's required coverage shall be considered primary, and all other insurance shall be considered an excess, over and above Management Company's coverage.

## Article 29. Hold Harmless and Indemnification.

- 29.1 Management Company shall indemnify and hold harmless Escambia County, its elected and appointed officials, and employees from any and all claims, demands, suits, actions, damages, liability and expenses in connection with loss of life, bodily or personal injury, or property damage, including loss or use thereof, directly or indirectly caused by, resulting from, or arising out of recklessness, error, omission, intentional or negligent acts by Management Company, its agents and employees in the performance of its obligations under this Agreement. Escambia County shall not waive Management Company's indemnification for acts of sheriff deputies hired directly by Management Company to provide internal security. Management Company's obligation shall not be limited by, or in any way to, any insurance coverage or by a provision in or exclusion or omission from any policy of insurance. The Parties agree this indemnification provision shall survive the termination of this Agreement and throughout the life of any statutes of limitation thereafter.
- 29.2 No provision of this Agreement shall be construed, nor in any way is intended to be construed, as a waiver of Escambia County's sovereign immunity or any other limitation of liability available to Escambia County.
- 29.3 Escambia County is self-insured for liabilities to the extent permitted under Section 768.28, Florida Statutes, as amended. Management Company's obligation to indemnify Escambia County pursuant to this Article shall not be limited by the type and amount of insurance provided pursuant to Article 28.
- 29.4 Management Company agrees not to violate, or knowingly or negligently permit or allow to be violated, any condition of any insurance policies provided to satisfy the insurance requirements of this Agreement. All insurance coverage of Management

Company required under this Agreement shall be primary to any insurance or self-insurance program carried by Escambia County applicable to this Agreement.

29.5 Failure to provide and maintain the insurance coverage required under Article 28 shall be considered a material breach of this Agreement, unless this Agreement is amended to reflect other insurance coverage mutually agreed to in writing by the Parties.

#### Article 30. Right of Entry.

- 30.1 Escambia County, through its authorized officers, agents, employees, representatives, and contractors shall have the right, at all times, to enter the Pensacola Civic Center for the purpose of inspecting and observing this Agreement's administration as long as such observations do not interfere with the Civic Center's normal operations. Escambia County, its officers, agents, employees, representatives, and contractors may enter in Emergencies without prior notice to Management Company.
- 30.2 Management Company shall have the right to determine when and if it is necessary to evacuate the Pensacola Civic Center in an Emergency or for other public safety reasons. This determination shall be made by Management Company's General Manager. The General Manager shall immediately contact the Escambia County Administrator to formally advise Escambia County of the evacuation. He or she shall act in a reasonable manner so as to not unnecessarily endanger human life or property while attempting to contact the Escambia County Administrator or designee.
- 30.3 If an evacuation should occur that results in an event or activity cancellation due to Management Company's negligence, Escambia County does not waive any damage claims which may be filed against Management Company. In the event the evacuation occurs and results in cancellation of an event or activity because of flood, fire, strike, acts of civil or military authorities, or from insurrection or riot, windstorms, hurricanes, tornadoes, acts of God, or any other cause that is unavoidable or beyond Management Company's reasonable control, Escambia County hereby agrees to waive damage claims against Management Company.

#### Article 31. Non-Discrimination.

Management Company, for itself, its personal representatives, successors in interest and assigns, as part of the consideration hereof, covenants and agrees that: 1) No person because of race, color, religion, national origin, sex, age or handicap shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of the Pensacola Civic Center, except as allowed by law; and 2) Management Company shall not discriminate against any employee, applicant for employment, vendor, subcontractor, or other person or entity needed for the provision of supplies, material, or labor because of age, sex, physical handicap, marital status, color, religion, national origin, or ancestry except where based on a bona fide occupational

qualification or otherwise permitted by law.

#### Article 32. Notices.

32.1 All Notices required or to be given hereunder shall be in writing and shall be deemed to have been properly given on the third day after being deposited in the United States mail, with adequate postage, and sent by registered or certified mail with return receipt requested, to the appropriate party at the address set out below, or when delivered after being deposited with a nationally recognized overnight courier such as Federal Express, Express Mail, or other overnight delivery service for next day delivery addressed to the appropriate party at the address set out below:

ESCAMBIA COUNTY:
County Administrator or designee
Escambia County, Florida
221 Palafox Place, Ste. 420
Pensacola, Florida 32502
(850) 595-4900

With a copy to: County Attorney Escambia County Attorney's Office 221 Palafox Place, Ste. 430 Pensacola, Florida 32502 (850) 595-4970 MANAGEMENT COMPANY: SMG 300 Conshohocken State Road Suite 770 Conshohocken, Pennsylvania 19428

With a copy to: Steven A. Scolari, Esquire Stradley, Ronon, Stevens & Young 30 Valley Stream Parkway Malvern, Pennsylvania 19355 (610) 640-1965

32.2 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. Either 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 changed address.

## Article 33. Ownership.

33.1 Ownership of the Pensacola Civic Center, including the leasehold, technical and office equipment and facilities, furniture, supplies, displays, fixtures, and other property, shall remain at all times the property of Escambia County. Prior to this Agreement's commencement, the Parties shall together conduct an inventory of all expendable supplies and fixed assets of the Pensacola Civic Center and shall attach a copy of the results of such inventory, signed by an authorized representative of each Party, to this Agreement as **Exhibit E**. The inventory's cost, if conducted or supervised by a third party, shall be equally divided and shall be paid by both Parties. The Parties agree the inventory list shall specifically include a personal computer which is 1) capable of preparing, transmitting, and producing the Pensacola Civic Center's payroll;

- 2) compatible with the Management Company's computer system; and 3) provided at the Management Company's expense.
- 33.2 Escambia County will retain ownership and responsibility for all capital improvements and capital repairs and maintenance to the Pensacola Civic Center; however, Escambia County is under no obligation to make such improvements. The Parties agree that in the event Management Company requests a capital improvement, Escambia County shall give reasonable consideration to such request(s) prior to adopting the Annual Budget.
- 33.3 Management Company shall not injure, mar, or deface the Pensacola Civic Center or any equipment contained therein, and shall not cause or permit anything to be done whereby the Civic Center or equipment shall be in any manner injured, marred, or defaced. Management Company shall not allow any vehicular traffic by patrons on the entrance/exit ramps to building levels above ground at the Pensacola Civic Center's east or west sides. If the Civic Center is damaged by the act, default, or negligence of Management Company or its authorized agents, then Management Company shall pay to Escambia County, upon demand, such sums as shall be necessary to restore it to its original condition, ordinary wear and tear excepted.

#### Article 34. Copyright.

- 34.1 Management Company shall procure and pay for, or cause to be procured and paid for, the use of any copyrights, trademarks, or other intellectual property or materials necessary for the presentation of a Pensacola Civic Center event or activity.
- 34.2 Management Company further agrees to save and hold harmless Escambia County in accordance with the hold harmless and indemnification provisions in Article 29 from any costs or claims arising from copyright violations, including copyright or trademark violations resulting from the sale or display of advertising signs.

#### Article 35. Assignment of Agreement.

- 35.1 Escambia County is entering into this Agreement in recognition of and in reliance upon Management Company's expertise, reliability, and competence. The performance of the obligations imposed upon Management Company under the Agreement are not assignable to any other party unless Escambia County, within its sole discretion, consents in writing to said assignment. Any purported assignment in contravention of this paragraph shall be void and shall be considered a material breach of this Agreement.
- 35.2 Notwithstanding the foregoing, in the event of an assignment by Management Company to an affiliate, parent, or subsidiary which is intended primarily to accomplish an internal Management Company corporate purpose as opposed to materially and substantially altering the method of management services delivery to

Escambia County, then the County will not unreasonably withhold its consent for such assignment.

- 35.3 In the event of a "Change in Control" of the Management Company (as defined below), Escambia County shall have the option of terminating, for convenience, this Agreement by written notice to the Management Company. Management Company shall notify Escambia County within ten (10) days after it becomes aware that a Change in Control will occur.
- 35.4 As used in this Agreement, the term "Change of Control" shall mean a change in the possession, direct, or indirect, of either (1) the ownership of or ability to direct the voting of, as the case may be, fifty-one percent (51%) or more of the equity interests, value, or voting power in the Management Company; or (2) the power to direct or cause the direction of the management and policies of the Management Company whether through the ownership of voting securities, by contract, or otherwise.

#### Article 36. Force Majeure.

- 36.1 Except as otherwise provided, neither Party shall be obligated to perform hereunder and neither shall be deemed to be in default if performance is prevented by fire, earthquake, flood, act of God, riot, civil commotion, or other matter or condition of like nature, including the unavailability of sufficient fuel or energy to operate the Pensacola Civic Center, or any law, ordinance, rule, regulation, or order of any public or military authority stemming from the existence of economic controls, riot, hostilities, war, or governmental law and regulations.
- 36.2 In the event of a labor dispute which results in a strike, picket, or boycott affecting the Pensacola Civic Center or services described in this Agreement, Management Company shall not be deemed to be in default or to have breached any part of this Agreement.

#### Article 37. Casualty.

- 37.1 In the event the Pensacola Civic Center or any portion thereof shall be destroyed or damaged by fire or other casualty so as to prevent its use or if the Civic Center cannot be so used because of strikes, acts of God, national emergency, or other causes beyond Escambia County's control, then this Agreement shall be suspended for that period of time. The Agreement's term shall be extended for a period equaled to that duration; provided, however, that if the period exceeds six (6) months, the Management Company or the County shall have the right to terminate this Agreement for convenience.
- 37.2 Management Company's responsibility for paying Operating Expenses of the Civic Center shall be extended beyond the cost of paying for the County's property insurance on the Civic Center to also paying the cost of business interruption coverage for loss of income/loss of rents to the County for a period of one year.

37.3 Management Company hereby waives any damage claim against Escambia County by reason of such suspension or termination, except for the earned proration of the Management Fee to the date of the casualty's occurrence.

#### Article 38. Compliance with Laws.

Management Company agrees to comply with all Governmental Regulations applicable to Management Company's management of the Pensacola Civic Center, including but not limited to the Americans with Disabilities Act, and all other federal, state, and local occupational, health, and safety laws. Nothing in this Article or elsewhere in this Agreement shall, however, require Management Company to undertake any of the foregoing compliance activity, nor shall Management Company have any liability under this Agreement therefor, if such activity requires any Capital Improvements purchases, unless the County provides funds for such Capital Improvements. Furthermore, Management Company shall have the right to require any licensee, lessee, tenant, promoter or user of any portion of the Civic Center to comply, and to be financially responsible for compliance, with Title III of the ADA in connection with any activities of such licensee, lessee, tenant, promoter or user at the Civic Center.

#### Article 39. Waiver.

- 39.1 Waiver of any provision of this Agreement by either Party shall not be deemed to imply or constitute a waiver by such Party of any other provision.
- 39.2 Escambia County's rights and remedies under this Agreement are cumulative and are not intended to be exclusive, and the use of one shall not be taken to exclude or waive the use of another. Escambia County will be entitled to pursue all such rights and remedies available by law.

## Article 40. Entire Agreement.

- 40.1 This Agreement contains the entire Agreement between the Parties hereto and supersedes all prior oral and written agreements between them unless otherwise noted herein.
- 40.2 Management Company 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 Parties agree from time to time this Agreement may be amended in writing upon the Parties' mutual agreement.

## Article 41. Conflicts of Interest.

41.1 Management Company hereby certifies that it will make a complete disclosure to Escambia County of all facts bearing upon any possible conflict, direct or

indirect, with its performance that it believes any officer or employee of Management Company now has or will have.

- 41.2 Said disclosure shall be made by Management Company contemporaneously with the execution of this Agreement and at any time thereafter that such facts become known to Management Company. However, Management Company agrees it will perform at all times its obligation under this Agreement in a manner consistent with the best interest of Escambia County.
- 41.3 Violation of this Article shall be deemed a default hereunder subject to the provisions of Article 23 and 24.

## Article 42. Miscellaneous Provisions.

- 42.1 The captions, headings, and section titles in this Agreement are for convenience of reference only and are not intended to restrict, affect, or interpret the provisions of any section.
- 42.2 If any term, provision, covenant, or condition of this Agreement or the application thereof to any person or circumstances shall be invalid or unenforceable, to any extent, the remainder of it or the application of such term, provision, covenant, or condition to persons or circumstances, other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, provision, covenant, or condition shall be valid and enforceable to the fullest extent permitted by law.
- 42.3 This Agreement shall be construed in accordance with the laws of the State of Florida and the Parties stipulate venue for any action which is the subject of this Agreement shall be Escambia County, Florida.
- 42.4 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.

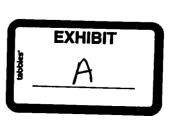
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IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: Escambia County, Florida through its Board of County Commissioners, signing by its Chairman, and Management Company signing by and through its President, duly authorized to execute the same.

Company signing by and through its P	resident, duly authorized to execute the same.
ATTEST: Ernie Lee Magaha Clerk of the Circuit Court  COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNT	COUNTY: ESCAMBIA COUNTY, FLORIDA a political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners.  By:  By:  BCC Approved:  This document approved as to form and legal sufficiency.  By:  Title:  Date:  Date:  Date:  Date:  Date:  Date:  Date:  Date:  Date:  Date:  Date:  Date:  Date:  Date:  Date:  Date:  Date:  Date:  Date:  Date:  Date:  Date:  Date:  Date:  Date:  Date:  Date:  Date:  Date:  Date:  Date:  Date:  Date:  Date:  Date:  Date:  Date:  Date:  Date:  Date:  Date:  Date:  Date:  Date:  Date:  Date:  Date:  Date:  Date:  Date:  Date:  Date:  Date:  Date:  Date:  Date:  Date:  Date:  Date:  Date:  Date:  Date:  Date:  Date:  Date:  Date:  Date:  Date:  Date:  Date:  Date:  Date:  Date:  Date:  Date:  Date:  Date:  Date:  Date:  Date:  Date:  Date:  Date:  Date:  Date:  Date:  Date:  Date:  Date:  Date:  Date:  Date:  Date:  Date:  Date:  Date:  Date:  Date:  Date:  Date:  Date:  Date:  Date:  Date:  Date:  Date:  Date:  Date:  Date:  Date:  Date:  Date:  Date:  Date:  Date:  Date:  Date:  Date:  Date:  Date:  Date:  Date:  Date:  Date:  Date:  Date:  Date:  Date:  Date:  Date:  Date:  Date:  Date:  Date:  Date:  Date:  Date:  Date:  Date:  Date:  Date:  Date:  Date:  Date:  Date:  Date:  Date:  Date:  Date:  Date:  Date:  Date:  Date:  Date:  Date:  Date:  Date:  Date:  Date:  Date:  Date:  Date:  Date:  Date:  Date:  Date:  Date:  Date:  Date:  Date:  Date:  Date:  Date:  Date:  Date:  Date:  Date:  Date:  Date:  Date:  Date:  Date:  Date:  Date:  Date:  Date:  Date:  Date:  Date:  Date:  Date:  Date:  Date:  Date:  Date:  Date:  Date:  Date:  Date:  Date:  Date:  Date:  Date:  Date:  Date:  Date:  Date:  Date:  Date:  Date:  Date:  Date:  Date:  Date:  Date:  Date:  Date:  Date:  Date:  Date:  Date:  Date:  Date:  Date:  Date:  Date:  Date:  Date:  Date:  Date:  Date:  Date:  Date:  Date:  Date:  Date:  Date:  Date:  Date:  Date:  Date:  Date:  Date:  Date:  Date:  Date:  Date:  Date:  Date:  Date:  Date:  Date:  Date:  Date:  Date:  Date:  Dat
	MANAGEMENT COMAPNY: SMG, a Pennsylvania general partnership, a general partnership duly authorized to do business in the State of Florida.
ATTEST: Secretary	By: H-Wertley President
By: Secretary	I
Date:	

			2 Year	
	2010	2011	Average	2012 Example*
Operating Income/(Loss)	(\$2,521,941)	(\$2,228,054)	(\$2,521,941) (\$2,228,054) (\$2,374,998)	(\$2,125,000)
Less:				
Depreciation	936,036	939,717	937,877	939,717
Amortization	0	0	0	0
Net Operating Loss for Incentive Calculation	(\$1,585,905)	(\$1,288,337)	(\$1,585,905) (\$1,288,337) (\$1,437,121)	(\$1,185,283)
Decrease in Net Operating Loss from Benchmark				\$251,838
SMG Incentive:				
\$0 - \$250,000 in improvement	35%			88,143
Over \$250,000 in improvement	40%			0
Total Due SMG				\$88,143

*Figures are an example for illustrative purposes and will be based upon actual audited results



#### EXHIBIT B

# TO PENSACOLA CIVIC CENTER MANAGEMENT SERVICES AGREEMENT BETWEEN

## **ESCAMBIA COUNTY, FLORIDA**

AND SMG

## **COMPANY OFFICERS AND DIRECTORS**

**SMG** 

Organization: General Partnership

Formed in State of: PA

FEIN: 23-2511871

Directors: Harold Westley

Brian Graff Phil Harper Pankaj Gupta

Officers:

President & CEO: Harold Westley
Executive VP & CFO: John Burns
Executive VP: Maureen Ginty





Bepartment of State

I certify from the records of this office that SMG is a Pennsylvania partnership, filed on April 1, 1998.

The document number issued to this registration is GP9700000811.

I further certify said partnership has not been canceled.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Fifth day of April, 2007

CR2EO22 (01-07)

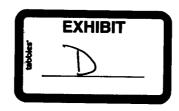
Kurt S. Wrowning Secretary of State

EXHIBIT

## SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

	This sworn statement is submitted to
	[print name of public entity]
	byJohn F. Burns - Executive Vice President & Chief Financial Officer
	[print individual's name and title]
	for SMG
	[print name of entity submitting sworn statement]
	whose business address is 300 COnshohocken State Road, Suite 770, W. Conshohocken, PA 19428
	and (if applicable) its Federal Employer Identification Number (FEIN) is 23-2511871 (If the
	entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:
	.)
!	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 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 bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
<b>3.</b>	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 a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
ŀ.	I understand that an "affiliate" as defined in Paragraph 287.133 (1)(a), Florida Statutes, means:
	1. A predecessor or successor of a person convicted of a public entity crime; or



2. An entity under the control of 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,

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

executives, partners, shareholders, employees, members, and agents who are active in the

entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5.	natural perso power to ente goods or serv with a public	that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes means any on or entity organized under the laws of any state or of the United States with the legal er into a binding contract and which bids or applies to bid on contracts for the provision of vices let by a public entity, or which otherwise transacts or applies to transact business entity. The term "person" includes those officers, directors, executives, partners, s, employees, members, and agents who are active in management of an entity.
6.		formation and belief, the statement which I have marked below is true in relation to the ting this sworn statement. [indicate which statement applies.]
	p	Neither the entity submitting this sworn statement, nor any 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.
	e m	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 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.
	e n o s A it	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]
PUBLIC ENTRALSO UND A CONTRA	NTITY IDENTII S FORM IS VA DERSTAND TH ACT IN EXCES	THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE FIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, ALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I HAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO SS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA GORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.
		[signature]
Sworn to a		before me this 18th day of January, 20 12
Personally	known <i>Jol</i>	IN F. BURNS
OR Produc	ed identificatio	Notary Public - State of July 6, 2014  My commission expires July 6, 2014
(Type of Ide	entification)	My commission expires July 6, 2014
		COMMONWEALTH OF PENNSYLVANIA

(Printed typed or stamped Commissioned name of Notarial Seal (Printed typed or stamped Commissioned name of Notarial Seal (Printed typed or stamped Commissioned name of Notarial Seal (Printed typed or stamped Commissioned name of Notarial Seal (Printed typed or stamped Commissioned name of Notarial Seal (Printed typed or stamped Commissioned name of Notarial Seal (Printed typed or stamped Commissioned name of Notarial Seal (Printed typed or stamped Commissioned name of Notarial Seal (Printed typed or stamped Commissioned name of Notarial Seal (Printed typed or stamped Commissioned name of Notarial Seal (Printed typed or stamped Commissioned name of Notarial Seal (Printed typed or stamped Commissioned name of Notarial Seal (Printed typed or stamped Commissioned name of Notarial Seal (Printed typed or stamped Commissioned name of Notarial Seal (Printed typed or stamped Commissioned name of Notarial Seal (Printed typed or stamped Commissioned name of Notarial Seal (Printed typed or Seal (Printed typed or Seal (Printed typed or Seal (Printed typed or Seal (Printed typed or Seal (Printed typed or Seal (Printed typed or Seal (Printed typed or Seal (Printed typed or Seal (Printed typed or Seal (Printed typed or Seal (Printed typed or Seal (Printed typed or Seal (Printed typed or Seal (Printed typed or Seal (Printed typed or Seal (Printed typed or Seal (Printed typed or Seal (Printed typed or Seal (Printed typed or Seal (Printed typed or Seal (Printed typed or Seal (Printed typed or Seal (Printed typed or Seal (Printed typed or Seal (Printed typed or Seal (Printed typed or Seal (Printed typed or Seal (Printed typed or Seal (Printed typed or Seal (Printed typed or Seal (Printed typed or Seal (Printed typed or Seal (Printed typed or Seal (Printed typed or Seal (Printed typed or Seal (Printed typed or Seal (Printed typed or Seal (Printed typed or Seal (Printed typed or Seal (Printed typed or Seal (Printed typed or Seal (Printed typed or Seal (Printed typed or Seal (Printed typed or Seal (Printed typed or Seal (Printed typ

Member Pennsylvania Association of Notaries

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Department Title	CIVIC CENTER-CAPITAL	CIVIC CENTER-CAPITAL	CIVIC CENTER-CAPITAL	
Cost Location Location Description	7,373,50 CIV800 CIVIC CENTER	1,203.99 CIV800 CIVIC CENTER	1,531.31 CIV800 CIVIC CENTER	10,108.80
Department	221303	221303	221303	
Date Acquired Description	1/29/1988 LOC ON TOP OF ROOF	6/1/2003 SAEGER COMPUTER	4/1/2004 GENERAL MANAGER	
Inventory Asset ID Description	034477 000 REPEATER DUPLEXER	052353 000 LAPTOP COMPUTER	053039 000 COMPUTER	



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Department Title	CIVIC CENTER-CAPITAL	CIVIC CENTER-CAPITAL	CIVIC CENTER-CAPITAL	CIVIC CENTER-CAPITAL	CIVIC CENTER-CAPITAL	CIVIC CENTER-CAPITAL	CIVIC CENTER-CAPITAL	CIVIC CENTER-CAPITAL	CIVIC CENTER-CAPITAL	CIVIC CENTER-CAPITAL	CIVIC CENTER-CAPITAL	CIVIC CENTER-CAPITAL	CIVIC CENTER-CAPITAL	CIVIC CENTER-CAPITAL	CIVIC CENTER-CAPITAL	CIVIC CENTER-CAPITAL	CIVIC CENTER-CAPITAL	CIVIC CENTER-CAPITAL	CIVIC CENTER-CAPITAL	CIVIC CENTER-CAPITAL	CIVIC CENTER-CAPITAL	CIVIC CENTER-CAPITAL	CIVIC CENTER-CAPITAL	CIVIC CENTER-CAPITAL	CIVIC CENTER-CAPITAL	CIVIC CENTER-CAPITAL	CIVIC CENTER-CAPITAL	CIVIC CENTER-CAPITAL	CIVIC CENTER-CAPITAL
Cost Location Location Description	FRONT & BOX OFFICES	FRONT & BOX OFFICES	FRONT & BOX OFFICES	FRONT & BOX OFFICES	FRONT & BOX OFFICES	FRONT & BOX OFFICES	FRONT & BOX OFFICES	FRONT & BOX OFFICES	FRONT & BOX OFFICES	FRONT & BOX OFFICES	FRONT & BOX OFFICES	FRONT & BOX OFFICES	FRONT & BOX OFFICES	FRONT & BOX OFFICES	FRONT & BOX OFFICES	FRONT & BOX OFFICES	FRONT & BOX OFFICES	FRONT & BOX OFFICES	FRONT & BOX OFFICES	FRONT & BOX OFFICES	FRONT & BOX OFFICES	FRONT & BOX OFFICES	FRONT & BOX OFFICES	FRONT & BOX OFFICES	FRONT & BOX OFFICES	FRONT & BOX OFFICES	FRONT & BOX OFFICES	FRONT & BOX OFFICES	FRONT & BOX OFFICES
Cost Location	2,930.99 CIV801	1,460.00 CIV801	1,460.00 CIV801	3,223.25 CIV801	1,275.00 CIV801	1,275.00 CIV801	1,393.00 CIV801	3,248.52 CIV801	6,999.95 CIV801	1,077.00 CIV801	1,745.00 CIV801	1,745.00 CIV801	1,745.00 CIV801	1,745.00 CIV801	1,745.00 CIV801	1,745.00 CIV801	10,482.00 CIV801	1,860.88 CIV801	1,489.20 CIV801	42,989.18 CIV801	10,583.39 CIV801	10,583,38 CIV801	5,015.87 CIV801	1,136.26 CIV801	1,136.26 CIV801	1,136.25 CIV801	1,136.25 CIV801	1,136.25 CIV801	1,087.46 CIV801
Department	221303	221303	221303	221303	221303	221303	221303	221303	221303	221303	221303	221303	221303	221303	221303	221303	221303	221303	221303	221303	221303	221303	221303	221303	221303	221303	221303	221303	221303
Date Acquired Description	8/22/1991 RECEPTION DESK	2/23/1998 SUANN NOLAN	2/23/1998 COPIER ROOM	2/23/1998 TELEPHONE RM	4/1/2000 FRONT OFFICE	4/1/2000 BOX OFFICE	5/8/2002 BOX OFFICE	5/6/2003 TELEPHONE ROOM	5/6/2003 VAULT ROOM	4/1/2003 COPIER ROOM	3/4/2003 BOX OFFICE	3/4/2003 BOX OFFICE	3/4/2003 BOX OFFICE	3/4/2003 BOX OFFICE	3/4/2003 BOX OFFICE	3/4/2003 BOX OFFICE	12/5/2003 COPIER ROOM	3/1/2004 GENERAL MANAGER	9/8/2006 SUMMER JIMMERSON	2/20/2007 21 CREDIT CARD MACHINES	12/8/2009 BOX OFFICE	12/8/2009 VAULT ROOM	12/8/2009 VAULT ROOM	12/8/2009 DEBBIE ROBERSON	12/8/2009 CYNDEE PENNINGTON	12/8/2009 MACK GILLENWATER	12/8/2009 GM RECEPTION	12/8/2009	12/8/2009 DON BRAKE
Description	000 WORK STATION MODULAR	000 LASER PRINTER	000 LASER PRINTER	000 COMPUTER NETWORK	000 MONEY COUNTER	000 MONEY COUNTER	000 BOX OFFICE DESK	000 NETWORK SERVER	000 DELL POWER EDGE	000 FAX MACHINE	000 SCANNER ROUTER & PALM	000 SCANNER ROUTER & PALM	000 SCANNER ROUTER & PALM	000 SCANNER ROUTER & PALM	000 SCANNER ROUTER & PALM	000 SCANNER ROUTER & PALM	000 COPIER	000 FURNITURE OFFICE	000 COMPUTER	000 OMNI 3750 CREDIT CARD TERMINAL	000 POWEREDGE T610 SERVER	000 POWEREDGE T610 SERVER	000 ZENITH BACKUP	000 OPTIPLEX 360 COMPUTER	000 OPTIPLEX 360 COMPUTER	000 OPTIPLEX 360 COMPUTER	000 OPTIPLEX 360 COMPUTER	000 OPTIPLEX 360 COMPUTER	000 OPTIPLEX 360 COMPUTER
Inventory Asset ID	038364	046378	046379	046380	048671	048672	051031	052013	052039	052064	052150	052156	052157	052158	052159	052160	052805	053016	055462	055885	058479	058480	058481	058482	058483	058484	058485	058486	058487

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FY 2011 Fixed Asset Inventory Location: CIV800 Civic Center

Inventory Asset ID	Description	Date Acquired Description	Department	Cost Location Location Description	Department Title
058488	058488 000 OPTIPLEX 360 COMPUTER	12/8/2009 BRIDGET LEWIS	221303	1,087.46 CIV801 FRONT & BOX OFFICES	CIVIC CENTER-CAPITAL
058489	058489 000 OPTIPLEX 360 COMPUTER	12/8/2009 SUSAN JENKINS	221303	1,087.46 CIV801 FRONT & BOX OFFICES	CIVIC CENTER-CAPITAL
058490	058490 000 OPTIPLEX 360 COMPUTER	12/8/2009 JAN CASTILLO	221303	1,087.46 CIV801 FRONT & BOX OFFICES	CIVIC CENTER-CAPITAL
058491	058491 000 LATITUDE E5500 LAPTOP COMPUTER	12/8/2009 CYNDEE PENNINGTON	221303	1,205,55 CIV801 FRONT & BOX OFFICES	CIVIC CENTER-CAPITAL
058492	058492 000 LATITUDE E5500 LAPTOP COMPUTER	12/8/2009 FLOAT COMPUTER	221303	1,205.54 CIV801 FRONT & BOX OFFICES	CIVIC CENTER-CAPITAL
058508	058508 000 LASERJET M2727 PRINTER	12/28/2009 BOX OFFICE	221303	1,024.05 CIV801 FRONT & BOX OFFICES	CIVIC CENTER-CAPITAL
			•	131,282.86	

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Department Title	CIVIC CENTER-CAPITAL	CIVIC CENTER-CAPITAL	CIVIC CENTER-CAPITAL	CIVIC CENTER-CAPITAL	CIVIC CENTER-CAPITAL	CIVIC CENTER-CAPITAL	CIVIC CENTER-CAPITAL	CIVIC CENTER-CAPITAL	CIVIC CENTER-CAPITAL	CIVIC CENTER-CAPITAL	CIVIC CENTER-CAPITAL	CIVIC CENTER-CAPITAL	CIVIC CENTER-CAPITAL	CIVIC CENTER-CAPITAL	CIVIC CENTER-CAPITAL	CIVIC CENTER-CAPITAL	CIVIC CENTER-CAPITAL	CIVIC CENTER-CAPITAL	CIVIC CENTER-CAPITAL	CIVIC CENTER-CAPITAL	CIVIC CENTER-ADMIN	CIVIC CENTER-CAPITAL	CIVIC CENTER-CAPITAL	CIVIC CENTER-CAPITAL	CIVIC CENTER-CAPITAL	CIVIC CENTER-CAPITAL	CIVIC CENTER-CAPITAL	CIVIC CENTER-CAPITAL	CIVIC CENTER-CAPITAL
Cost Location Location Description	KITCHEN/FOOD & BEVERAGE	KITCHEN/FOOD & BEVERAGE	KITCHEN/FOOD & BEVERAGE	KITCHEN/FOOD & BEVERAGE	KITCHEN/FOOD & BEVERAGE	KITCHEN/FOOD & BEVERAGE	KITCHEN/FOOD & BEVERAGE	KITCHEN/FOOD & BEVERAGE	KITCHEN/FOOD & BEVERAGE	KITCHEN/FOOD & BEVERAGE	KITCHEN/FOOD & BEVERAGE	KITCHEN/FOOD & BEVERAGE	KITCHEN/FOOD & BEVERAGE	KITCHEN/FOOD & BEVERAGE	KITCHEN/FOOD & BEVERAGE	KITCHEN/FOOD & BEVERAGE	KITCHEN/FOOD & BEVERAGE	KITCHEN/FOOD & BEVERAGE	KITCHEN/FOOD & BEVERAGE	KITCHEN/FOOD & BEVERAGE	KITCHEN/FOOD & BEVERAGE	KITCHEN/FOOD & BEVERAGE	KITCHEN/FOOD & BEVERAGE	KITCHEN/FOOD & BEVERAGE	KITCHEN/FOOD & BEVERAGE	KITCHEN/FOOD & BEVERAGE	KITCHEN/FOOD & BEVERAGE	KITCHEN/FOOD & BEVERAGE	KITCHEN/FOOD & BEVERAGE
Cost Location	1,850.00 CIV802	1,050.00 CIV802	1,050.00 CIV802	13,005.00 CIV802	1,398.00 CIV802	1,398.00 CIV802	1,398.00 CIV802	2,287.00 CIV802	2,980.00 CIV802	1,398.00 CIV802	1,850.00 CIV802	3,778.95 CIV802	1,657.86 CIV802	1,800.00 CIV802	1,200.00 CIV802	1,200.00 CIV802	1,695.00 CIV802	2,374.00 CIV802	2,285.00 CIV802	1,538.03 CIV802	1,275.00 CIV802	10,786.77 CIV802	1,754.00 CIV802	2,506.00 CIV802	5,184.16 CIV802	5,184.16 CIV802	16,493.34 CIV802	1,023.79 CIV802	1,024.05 CIV802
Department	221303	221303	221303	221303	221303	221303	221303	221303	221303	221303	221303	221303	221303	221303	221303	221303	221303	221303	221303	221303	221301	221303	221303	221303	221303	221303	221303	221303	221303
Date Acquired Description	10/1/1984 KITCHEN	10/1/1984 KITCHEN	10/1/1984 KITCHEN	10/1/1984 KITCHEN	10/1/1984 MOBILE	10/1/1984 MOBILE	10/1/1984 MOBILE	10/1/1984 KITCHEN	10/1/1984 KITCHEN	10/1/1984 MOBILE	10/1/1984 KITCHEN	4/25/1989 KITCHEN	4/25/1989 KITCHEN	4/25/1989 KITCHEN	4/25/1989 KITCHEN	4/25/1989 KITCHEN	8/7/1991 KIT HALLWAY	7/29/1992 MOBILE	7/15/1993 KITCHEN	6/7/1994 FOOD & BEV OFFICE	4/1/2000 FOOD & BEV OFFICE	8/10/2001 MOBILE	1/2/2002 KITCHEN	1/2/2002 KITCHEN	10/13/2006 KITCHEN	10/13/2006 KITCHEN	10/13/2006 KITCHEN	10/13/2006 KITCHEN	12/28/2009 FOOD & BEVERAGE OFFICE
Description	7 000 SINK SS 2 SEC	2 000 FRYER DEEP	3 000 FRYER DEEP	7 000 WASHER DISH	3 000 WARMER FOOD WWHEELS	) 000 WARMER FOOD W/WHEELS	I 000 WARMER FOOD WWHEELS	3 000 REFRIGERATOR	9 000 FREEZER	) 000 WARMER FOOD WWHEELS	000 SINK SS 3 SEC	5 000 COOKER SLOW ALTO-SHAAM	3 000 PROCESSOR FOOD BERKLIN	7 000 MIXER FOOD	3 000 SLICER MEAT	9 000 TABLE SS	7 000 ALARM SYSTEM	3 000 WARMER FOOD W/WHEELS	3 000 WARMER FOOD	S 000 COUNTER CURRENCY	000 MONEY COUNTER	9 000 REFRIGERATED MOBILE CART	7 000 RANGE	3 000 CHARBROILER	7 000 CONVECTION OVEN W/ GLASS DOOR	3 000 CONVECTION OVEN W/ GLASS DOOR	9 000 CONVECTION STEAMER W/GAS MANIF	O 000 FRYER CLEANER	9 000 LASERJET M2727 PRINTER
Inventory Asset ID	031947	031952	031953	031957	031958	031960	031961	031966	031969	031970	031971	036455	036456	036457	036458	036459	038367	039098	040126	041036	048670	050389	050707	050708	055547	055548	055549	055550	058509

Location: CIV800 Civic Center

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Civic Center FY 2011 Fixed Asset Inventory

Location: CIV800 Civic Center

Inventory Asset ID	Description	Date Acquired Description	Department	Cost Location Location Description	Department Title
058592	058592 000 ELECTRIC FOOD PROCESSOR	3/2/2010 KITCHEN	221303	1,526.70 CIV802 KITCHEN/FOOD & BEVERAGE	CIVIC CENTER-CAPITAL
058593	000 KEG STYLE BEER COOLER	3/2/2010 MOBILE	221303	3,152.19 CIV802 KITCHEN/FOOD & BEVERAGE	CIVIC CENTER-CAPITAL
058594	058594 000 KEG STYLE BEER COOLER	3/2/2010 MOBILE	221303	3,152.19 CIV802 KITCHEN/FOOD & BEVERAGE	CIVIC CENTER-CAPITAL
058595	000 KEG STYLE BEER COOLER	3/2/2010 MOBILE	221303	3,152.19 CIV802 KITCHEN/FOOD & BEVERAGE	CIVIC CENTER-CAPITAL
058596	000 KEG STYLE BEER COOLER	3/2/2010 MOBILE	221303	3,152.19 CIV802 KITCHEN/FOOD & BEVERAGE	CIVIC CENTER-CAPITAL
058622	000 PORTABLE BAR	3/19/2010 MOBILE	221303	2,546.64 CIV802 KITCHEN/FOOD & BEVERAGE	CIVIC CENTER-CAPITAL
058623	000 PORTABLE BAR	3/19/2010 MOBILE	221303	2,546.64 CIV802 KITCHEN/FOOD & BEVERAGE	CIVIC CENTER-CAPITAL
058624	058624 000 PORTABLE BAR	3/19/2010 MOBILE	221303	2,546.64 CIV802 KITCHEN/FOOD & BEVERAGE	CIVIC CENTER-CAPITAL
058625	000 PORTABLE BAR	3/19/2010 MOBILE	221303	2,546.64 CIV802 KITCHEN/FOOD & BEVERAGE	CIVIC CENTER-CAPITAL
058768	000 STEAMER	3/2/2010 TERESA BRYAN	221303	1,284.98 CIV802 KITCHEN/FOOD & BEVERAGE	CIVIC CENTER-CAPITAL

118,031.11

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FY 2011 Fixed Asset Inventory Location: CIV800 Civic Center

Department Title	CIVIC CENTER-CAPITAL	CIVIC CENTER-CAPITAL	CIVIC CENTER-CAPITAL	CIVIC CENTER-CAPITAL	CIVIC CENTER-CAPITAL	CIVIC CENTER-CAPITAL	CIVIC CENTER-CAPITAL
Cost Location Location Description	3,478.00 CIV803 CONCESSIONS	3,478.00 CIV803 CONCESSIONS	3,478.00 CIV803 CONCESSIONS	9,237.50 CIV803 CONCESSIONS	9,237.50 CIV803 CONCESSIONS	2,799.06 CIV803 CONCESSIONS	12,263.13 CIV803 CONCESSIONS
Department	221303 3,	221303 3,	221303 3,	221303 9,	221303 9,	221303 2,	221303 12,
Date Acquired Description	11/26/2001 C3	11/26/2001 C4	11/26/2001 C6	7/1/2002 CART CONCESSION MOBILE	7/1/2002 CART CONCESSION MOBILE	11/30/2005 POPCORN ROOM	3/2/2010 C3
Description	_050704 000 ICE MACHINE	050705 000 ICE MACHINE	050706 000 ICE MACHINE	051051 000 HOT FOOD CART	051078 000 HOT FOOD CART	000 POPCORN MACHINE	000 VENTLESS DUAL FRYER
Inventory Asset ID	050704	050705	020706	051051	051078	055458	058591

43,971.19

Civic Center FY 2011 Fixed Asset Inventory

Inventory Asset ID	Description	Date Acquired Description	Department	Cost Location Location Description	Department Title
029557	029557 000 FENCE CHAIN LINK	2/27/1985 SIDE OF CIVIC CENTER	221303	4,624.00 CIV804 OUTSIDE CIVIC CENTER	CIVIC CENTER-CAPITAL
040715	040715 000 TRUCK VAN 15 PASS	4/18/1994 TAG #136251	221303	16,895.00 CIV804 OUTSIDE CIVIC CENTER	CIVIC CENTER-CAPITAL
046805	046805 000 ALUMINUM STAIRS	10/1/1997 CIVIC CENTER/CONTRIB	221303	3,800,00 CIV804 OUTSIDE CIVIC CENTER	CIVIC CENTER-CAPITAL
046806	000 ALUNINUM STAIRS	10/1/1997 CIVIC CENTER/CONTRIB	221303	3,800.00 CIV804 OUTSIDE CIVIC CENTER	CIVIC CENTER-CAPITAL
046807	046807 000 CANOPY BOX OFFICE	11/1/1997 FRT OF BOX OFFICE	221303	1,290.00 CIV804 OUTSIDE CIVIC CENTER	CIVIC CENTER-CAPITAL
047319	000 TRUCK	3/9/1999 TAG #161557	221303	17,191.00 CIV804 OUTSIDE CIVIC CENTER	CIVIC CENTER-CAPITAL
048423	048423 000 BIKE RACKS	12/1/1999 SIDE OF CIVIC CENTER	221303	4,376.67 CIV804 OUTSIDE CIVIC CENTER	CIVIC CENTER-CAPITAL
051214	000 SIGN FOR CIVIC CENTER	9/23/2002 UP	221303	150,000.00 CIV804 OUTSIDE CIVIC CENTER	CIVIC CENTER-CAPITAL
051214	001 MARQUEE SIGN	11/19/2002 UP	221303	78,461,95 CIV804 OUTSIDE CIVIC CENTER	CIVIC CENTER-CAPITAL
051214	002 CIVIC CENTER SIGN	11/18/2003 UP	221303	120,510.05 CIV804 OUTSIDE CIVIC CENTER	CIVIC CENTER-CAPITAL
051214	051214 003 CLIMATE CONTROL CABINET	3/28/2005 UP	221303	12,985.00 CIV804 OUTSIDE CIVIC CENTER	CIVIC CENTER-CAPITAL
051214	004 ACCRUAL ADJ.	3/30/2005 UP	221303	(39,671.80) CIV804 OUTSIDE CIVIC CENTER	CIVIC CENTER-CAPITAL
054174	054174 000 CLIMATE CONTROL CABINET	6/13/2005 UP	221303	3,950.00 CIV804 OUTSIDE CIVIC CENTER	CIVIC CENTER-CAPITAL
054174	054174 001 CLIMATE CONTROL CABINET	9/26/2005 UP	221303	12,536.00 CIV804 OUTSIDE CIVIC CENTER	CIVIC CENTER-CAPITAL
054175	000 POWER SUPPLY	6/13/2005 FOR MARQUEE	221303	7,950.00 CIV804 OUTSIDE CIVIC CENTER	CIVIC CENTER-CAPITAL
054814	000 CABINET FOR MARQUEE	1/18/2006 UP CLIMATE CONTROLLED	221303	5,050.00 CIV804 OUTSIDE CIVIC CENTER	CIVIC CENTER-CAPITAL
055050	000 MARQUEE MESSSAGE BOARD SIGN	4/25/2006 UP	221303	13,567.90 CIV804 OUTSIDE CIVIC CENTER	CIVIC CENTER-CAPITAL
055051	055051 000 MARQUEE MESSSAGE BOARD SIGN	4/25/2006 UP	221303	13,567.90 CIV804 OUTSIDE CIVIC CENTER	CIVIC CENTER-CAPITAL
055052	000 CLIMATE CONTROL CABINET	4/25/2006 UP	221303	3,950.00 CIV804 OUTSIDE CIVIC CENTER	CIVIC CENTER-CAPITAL
058125	058125 000 30 HP MOTOR	1/31/2009 FOR CHILLER TOWER	221301	2,460.00 CIV804 OUTSIDE CIVIC CENTER	CIVIC CENTER-ADMIN
058884	058884 000 MARQUEE	10/1/2009 UP WEST OF FAC FRT MARQUE	221301	296,800.00 CIV804 OUTSIDE CIVIC CENTER	CIVIC CENTER-ADMIN
34280A	34280A 000 MARQUEE	3/1/1994 UP	221303	1,329.00 CIV804 OUTSIDE CIVIC CENTER	CIVIC CENTER-CAPITAL
				735,422.67	

Civic Center	Fixed Asset In
	FY 2011

																								Г	C	U.	10	', 2	2012
Department Title	CIVIC CENTER-CAPITAL																												
Cost Location Location Description	6,240.00 CIV805 CIVIC CENTER ARENA	2,802.40 CIV805 CIVIC CENTER ARENA	6,240.00 CIV805 CIVIC CENTER ARENA	2,802.40 CIV805 CIVIC CENTER ARENA	6,240.00 CIV805 CIVIC CENTER ARENA	2,802.40 CIV805 CIVIC CENTER ARENA	6,240.00 CIV805 CIVIC CENTER ARENA	2,802.40 CIV805 CIVIC CENTER ARENA	6,240.00 CIV805 CIVIC CENTER ARENA	2,802.40 CIV805 CIVIC CENTER ARENA	6,240.00 CIV805 CIVIC CENTER ARENA	2,802.40 CIV805 CIVIC CENTER ARENA	2,760.00 CIV805 CIVIC CENTER ARENA	1,480.00 CIV805 CIVIC CENTER ARENA	8,354.25 CIV805 CIVIC CENTER ARENA	2,802.41 GIV805 CIVIC CENTER ARENA	8,354.25 GIV805 CIVIC CENTER ARENA	2,802.41 CIV805 CIVIC CENTER ARENA	8,354.25 CIV805 CIVIC CENTER ARENA	2,802.41 CIV805 CIVIC CENTER ARENA	8,354.25 CIV805 CIVIC CENTER ARENA	2,802.41 CIV805 CIVIC CENTER ARENA	6,997.79 CIV805 CIVIC CENTER ARENA	1,750.61 CIV805 CIVIC CENTER ARENA	1,748.29 CIV805 CIVIC CENTER ARENA	1,748.28 CIV805 CIVIC CENTER ARENA			
Department	221303 6,	221303 2,	221303 6,	221303 2,	221303 6,	221303 2,	221303 6,	221303 2,	221303 6,	221303 2,	221303 6,	221303 2,	221303 2,	221303 1,	221303 1,	221303 1,	221303 1,	221303 8,	221303 2,	221303 8,	221303 2,	221303 8,	221303 2,	221303 8,	221303 2,	221303 6,	221303 1,	221303 1,	221303 1,
Date Acquired Description	1/27/1985	9/30/2010	1/27/1985	9/30/2010	1/27/1985	9/30/2010	1/27/1985	9/30/2010	1/27/1985	9/30/2010	1/27/1985	9/30/2010	1/4/1990 N & S END	12/8/1992	12/8/1992	12/8/1992	12/8/1992	8/9/1994	9/30/2010	8/9/1994	9/30/2010	8/9/1994	9/30/2010	8/9/1994	9/30/2010	11/18/1994	11/18/1994	11/18/1994	11/18/1994
Inventory Asset ID Description	029398 000 SPOTLIGHT	029398 001 SPOTLIGHT REBUILD	029399 000 SPOTLIGHT	029399 001 SPOTLIGHT REBUILD	029400 000 SPOTLIGHT	029400 001 SPOTLIGHT REBUILD	029401 000 SPOTLIGHT	029401 001 SPOTLIGHT REBUILD	029402 000 SPOTLIGHT	029402 001 SPOTLIGHT REBUILD	029403 000 SPOTLIGHT	029403 001 SPOTLIGHT REBUILD	036776 000 SCOREBOARDS	039988 000 HOIST CHAIN 1/2 TON	039989 000 HOIST CHAIN 1/2 TON	039990 000 HOIST CHAIN 1/2 TON	039991 000 HOIST CHAIN 1/2 TON -	041259 000 SPOTLIGHT	041259 001 SPOTLIGHT REBUILD	041260 000 SPOTLIGHT	041260 001 SPOTLIGHT REBUILD	041261 000 SPOTLIGHT	041261 001 SPOTLIGHT REBUILD	041262 000 SPOTLIGHT	041262 001 SPOTLIGHT REBUILD	043061 000 HOIST CHAIN 1 TON	043062 000 HOIST CHAIN 1 TON	043063 000 HOIST CHAIN 1 TON	043064 000 HOIST CHAIN 1 TON

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FY 2011 Fixed Asset Inventory Location: CIV800 Civic Center

Department Title	CIVIC CENTER-CAPITAL	CIVIC CENTER-CAPITAL	CIVIC CENTER-CAPITAL	CIVIC CENTER-CAPITAL	CIVIC CENTER-CAPITAL	CIVIC CENTER-CAPITAL	CIVIC CENTER-CAPITAL	
Cost Location Location Description	05 CIVIC CENTER ARENA	05 CIVIC CENTER ARENA	05 CIVIC CENTER ARENA	05 CIVIC CENTER ARENA	31,005.00 CIV805 CIVIC CENTER ARENA	18,159.21 CIV805 CIVIC CENTER ARENA	3,425.65 CIV805 CIVIC CENTER ARENA	
	91,006.50 CIV805	181,800.00 CIV805	30,193.50 CIV805	1,010.00 CIV805	31,005.00 CIV8(	18,159.21 CIV8(	3,425.65 CIV8(	
Department	221303	221303	221303	221303	۶ 221303	221303	221303	
Date Acquired Description	8/19/1996	11/19/1996 INSTALLMENT	1/29/1997 INSTALLMENT	5/25/2000	11/12/2010 PARTS & CONTROLLER	10/16/1996	4/30/2001	
Description	044344 000 SCOREBOARD MULTI-SPORT	044344 001 SCOREBD AT CIVIC CENTER	044344 002 SCOREBOARD	044344 003 CLOCK UP GRADE TO ADD FOOTBALL	044344 004 SCOREBOARD UPGRADE	044708 000 CHAIN HOIST F/SCOREBOARD	000 TRUSSING (RIGGING)	
Inventory Asset ID	044344	044344	044344	044344	044344	044708	49771	

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Inventory Asset ID	) Description	Date Acquired Description	Department	Cost Location	Cost Location Location Description	Department Title
029777	029777 000 KEY COMBINATOR	1/28/1985 OPERATIONS	221303	1,142.30 CIV806	1,142.30 CIV806 OPERATIONS/TECH RM/SHOP	CIVIC CENTER-CAPITAL
031940	031940 000 WELDING OUTFIT GAS	7/25/1986 SHOP	221303	1,067.60 CIV806	OPERATIONS/TECH RM/SHOP	CIVIC CENTER-CAPITAL
039993	039993 000 SAW TILTING 10"	3/7/1993 SHOP	221303	2,217.74 CIV806	2,217.74 CIV806 OPERATIONS/TECH RM/SHOP	CIVIC CENTER-CAPITAL
040929	040929 000 DRAIN CLEANING MACH	3/17/1994 SHOP	221303	1,690.00 CIV806	1,690.00 CIV806 OPERATIONS/TECH RM/SHOP	CIVIC CENTER-CAPITAL
041332	041332 000 SAW BAND	8/15/1994 SHOP	221303	1,484.88 CIV806	1,484.88 CIV806 OPERATIONS/TECH RM/SHOP	CIVIC CENTER-CAPITAL
041333	041333 000 SANDER BELT	8/15/1994 SHOP	221303	1,608.00 CIV806	1,608.00 CIV806 OPERATIONS/TECH RM/SHOP	CIVIC CENTER-CAPITAL
046114	046114 000 COPIER	4/1/1998 OPERATIONS	221303	20,000.00 CIV806	20,000.00 CIV806 OPERATIONS/TECH RM/SHOP	CIVIC CENTER-CAPITAL
051109	051109 000 COMPUTER	8/1/2002 TECH ROOM	221303	1,649.97 CIV806	1,649.97 CIV806 OPERATIONS/TECH RM/SHOP	CIVIC CENTER-CAPITAL
058478	058478 000 CISCO 2821 ROUTER	12/8/2009 OPS TECH RM	221303	3,344.71 CIV806	OPERATIONS/TECH RM/SHOP	CIVIC CENTER-CAPITAL
058493	058493 000 LATITUDE E5500 LAPTOP COMPUTER	12/8/2009 JIM KERRIGAN	221303	1,205.54 CIV806	1,205.54 CIV806 OPERATIONS/TECH RM/SHOP	CIVIC CENTER-CAPITAL
058494	058494 000 MERAKI INDOOR CLOUD SYSTEM	12/8/2009 OPS TECH ROOM	221303	3,750.80 CIV806	3,750,80 CIV806 OPERATIONS/TECH RM/SHOP	CIVIC CENTER-CAPITAL
058510	058510 000 LASERJET M2727 PRINTER	12/28/2009 OPERATIONS	221303	1,024.05 CIV806	1,024.05 CIV806 OPERATIONS/TECH RM/SHOP	CIVIC CENTER-CAPITAL
058885	000 AUDIO//ISUAL EQUIPMENT	9/30/2010	221301	4,000.00 CIV806	OPERATIONS/TECH RM/SHOP	CIVIC CENTER-ADMIN
				1		

Civic Center FY 2011 Fixed Asset Inventory Location: CIV800 Civic Center

Inventory Asset ID	) Description	Date Acquired Description	Department	Cost Location Location Description	Department Title
039992	039992 000 CONTROLLER F/HOISTS	12/8/1992 FOR 39988-39991/RIG ROOM	221303	2,466.52 CIV807 CIVIC CENTER 1ST FLOOR	CIVIC CENTER-CAPITAL
040923	040923 000 PRESSURE WASHER W/ ACCESS	5/3/1994 MOBILE	221303	5,758,70 CIV807 CIVIC CENTER 1ST FLOOR	CIVIC CENTER-CAPITAL
043065	043065 000 CONTROLLER F/RIGGING	12/15/1994 FOR 43061-43064/RIG ROOM	221303	2,167.04 CIV807 CIVIC CENTER 1ST FLOOR	CIVIC CENTER-CAPITAL
043066	043066 000 DISTRO PANEL F/RIGG	12/15/1994 FOR 43061-43064/RIG ROOM	221303	1,317.48 CIV807 CIVIC CENTER 1ST FLOOR	CIVIC CENTER-CAPITAL
053046	053046 000 LIFE PACK	5/18/2004 DEFIBL,BATTERY, CASE	221303	1,941.88 CIV807 CIVIC CENTER 1ST FLOOR	CIVIC CENTER-CAPITAL
053046	053046 001 CONTROLS	2/15/2005	221303	220.32 CIV807 CIVIC CENTER 1ST FLOOR	CIVIC CENTER-CAPITAL
				13,871.94	

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FY 2011 Fixed Asset Inventory
Location: CIV800 Civic Center

Inventory Asset ID Description	Date Acquired Description	Department	Cost Location Location Description	Department Title
040510 000 FLOOR DANCE PORTABLE	10/1/1993 W/CADDY	221303	3,608.50 CIV808 CIVIC CENTER 2ND FLOOR	CIVIC CENTER-CAPITAL
049519 000 LECTERN	3/31/2001	221303	1,265.87 CIV808 CIVIC CENTER 2ND FLOOR	CIVIC CENTER-CAPITAL
053047 000 LIFE PACK	5/18/2004 DEFIBL,BATTERY, CASE	221303	1,941.88 CIV808 CIVIC CENTER 2ND FLOOR	CIVIC CENTER-CAPITAL
058597 000 MEETING ROOM EQUIPMENT	1/31/2010	221301	8,000.00 CIV808 CIVIC CENTER 2ND FLOOR	CIVIC CENTER-ADMIN
			14,816.25	

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Department Title	CIVIC CENTER-CAPITAL	CIVIC CENTER-CAPITAL	
Cost Location Location Description	1,941.88 CIV809 CIVIC CENTER 3RD FLOOR	220.32 CIV809 CIVIC CENTER 3RD FLOOR	2.162.20
Department	221303	221303	
Date Acquired Description	5/18/2004 DEFIBL,BATTERY, CASE	2/15/2005	
Inventory Asset ID Description	053048 000 LIFE PACK	053048 001 CONTROLS	

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FY 2011 Fixed Asset Inventory Location: CIV800 Civic Center

Inventory Asset ID	Description	Date Acquired Description	Department	Cost Location	Cost Location Location Description	Department Title
046813	046813 000 WRELESS SYSTEM	3/1/1998 SOUNDBOOTH	221303	3,985.00 CIV810	3,985.00 CIV810 CC 4TH & 5TH FLOORS/SOUNDBOOTH CIVIC CENTER-CAPITAL	CIVIC CENTER-CAPITAL
049694	049694 000 SOUND SYSTEM	4/26/2001 SOUNDBOOTH	221303	35,000.00 CIV810	35,000.00 CIV810 CC 4TH & 5TH FLOORS/SOUNDBOOTH CIVIC CENTER-CAPITAL	CIVIC CENTER-CAPITAL
052065	052065 000 IGNITER	4/1/2003 5TH FLOOR	221303	2,603.75 CIV810	2,603.75 CIV810 CC 4TH & 5TH FLOORS/SOUNDBOOTH CIVIC CENTER-CAPITAL	CIVIC CENTER-CAPITAL
053415	053415 000 EXHAUST FAN	7/1/2004 CENTIFUGAL ROOF	221303	1,328.00 CIV810	1,328.00 CIV810 CC 4TH & 5TH FLOORS/SOUNDBOOTH CIVIC CENTER-CAPITAL	CIVIC CENTER-CAPITAL
055459	055459 000 40HP WEG ELECTRIC MOTOR	3/31/2006 RETURN AIR FAN	221303	1,416.00 CIV810	1,416.00 CIV810 CC 4TH & 5TH FLOORS/SOUNDBOOTH CIVIC CENTER-CAPITAL	CIVIC CENTER-CAPITAL
055460	055460 000 50HP WEG ELECTRIC MOTOR	3/31/2006 SUPPLY AIR FAN	221303	1,680.00 CIV810	1,680.00 CIV810 CC 4TH & 5TH FLOORS/SOUNDBOOTH CIVIC CENTER-CAPITAL	CIVIC CENTER-CAPITAL
055461	055461 000 50HP WEG ELECTRIC MOTOR	3/31/2006 SUPPLY AIR FAN	221303	1,680.00 CIV810	1,680.00 CIV810 CC 4TH & 5TH FLOORS/SOUNDBOOTH CIVIC CENTER-CAPITAL	CIVIC CENTER-CAPITAL
058769	058769 000 WEG 50HP MOTOR 326T	5/24/2010 4TH FLOOR/NORTHWEST	221301	1,668.00 CIV810	,668.00 CIV810 CC 4TH & 5TH FLOORS/SOUNDBOOTH CIVIC CENTER-ADMIN	CIVIC CENTER-ADMIN

49,360.75

Inventory Asset ID	D Description	Date Acquired Description	Department	Cost Location	Cost Location Location Description	Department Title
029064	029064 000 LIFT GENIE	12/3/1984 PUMP ROOM	221303	3,985.00 CIV811	NEW STOR/PROP RM/LOAD DOCK/P1	CIVIC CENTER-CAPITAL
029097	029097 000 FLOOR BASKETBALL	10/15/1984 PROP ROOM	221303	19,782.00 CIV811	NEW STOR/PROP RM/LOAD DOCK/P1	CIVIC CENTER-CAPITAL
029457	029457 000 BACKSTOP BASKETBALL	1/29/1985 PROP ROOM	221303	13,340.00 CIV811	NEW STOR/PROP RM/LOAD DOCK/P1	CIVIC CENTER-CAPITAL
029670	029670 000 RISE SYSTEM 8 STEP	11/19/1984 LOADING DOCK&PROP ROOM	221303	1,081.23 CIV811	NEW STOR/PROP RM/LOAD DOCK/P1	CIVIC CENTER-CAPITAL
029671	029671 000 RISE SYSTEM 8 STEP	11/19/1984 LOADING DOCK&PROP ROOM	221303	1,081.23 CIV811	NEW STOR/PROP RM/LOAD DOCK/P1	CIVIC CENTER-CAPITAL
036462	036462 000 COOLER WALK IN	4/25/1989 P1	221303	1,925.00 CIV811	NEW STOR/PROP RM/LOAD DOCK/P1	CIVIC CENTER-CAPITAL
038876	038876 000 DECK/SUPPORT SYS(SOUND WINGS)	4/16/1992 PROP ROOM	221303	9,815.52 CIV811	NEW STOR/PROP RM/LOAD DOCK/P1	CIVIC CENTER-CAPITAL
038912	038912 000 MOWER LAWN	5/19/1992 NEW STORAGE	221303	2,167.84 CIV811	NEW STOR/PROP RM/LOAD DOCK/P1	CIVIC CENTER-CAPITAL
039013	039013 000 FREEZER WALK IN	7/1/1992 P1	221303	8,051.68 CIV811	NEW STOR/PROP RM/LOAD DOCK/P1	CIVIC CENTER-CAPITAL
040463	040463 000 DRAPES STAGE	12/17/1993 PROP	221303	5,862.24 CIV811	NEW STOR/PROP RM/LOAD DOCK/P1	CIVIC CENTER-CAPITAL
040749	040749 000 BILLY GOAT VACUUM	4/5/1994 NEW STORAGE	221303	1,698.50 CIV811	NEW STOR/PROP RM/LOAD DOCK/P1	CIVIC CENTER-CAPITAL
044332	044332 000 FORKLIFT TRUCK HYSTER	9/30/1996 NEW STORAGE	221303	18,894.00 CIV811	NEW STOR/PROP RM/LOAD DOCK/P1	CIVIC CENTER-CAPITAL
044345	044345 000 ICE RESURFACING MACHINE	9/18/1996 LOADING DOCK	221303	58,200.00 CIV811	NEW STOR/PROP RM/LOAD DOCK/P1	CIVIC CENTER-CAPITAL
044936	044936 000 BLADE SHARPENER PORTABLE	12/12/1996 LOADING DOCK	221303	2,078.00 CIV811	NEW STOR/PROP RM/LOAD DOCK/P1	CIVIC CENTER-CAPITAL
047464	047464 000 PRODECKICE	3/3/1999 NEW STORAGE	221303	85,000.00 CIV811	NEW STOR/PROP RM/LOAD DOCK/P1	CIVIC CENTER-CAPITAL
048427	048427 000 STAGE BARRICADE	1/4/2000 NEW STORAGE	221303	11,650.00 CIV811	NEW STOR/PROP RM/LOAD DOCK/P1	CIVIC CENTER-CAPITAL
050390	050390 000 HANDSINK CART	7/23/2001 P1	221303	1,585.58 CIV811	NEW STOR/PROP RM/LOAD DOCK/P1	CIVIC CENTER-CAPITAL
051158	051158 000 FORKLIFT	7/31/2002 LOADING DOCK	221303	22,685.00 CIV811	NEW STOR/PROP RM/LOAD DOCK/P1	CIVIC CENTER-CAPITAL
053676	053676 000 ICE EDGER	12/31/2004 LOADING DOCK	221303	2,172.58 CIV811	NEW STOR/PROP RM/LOAD DOCK/P1	CIVIC CENTER-CAPITAL
055608	055608 000 SCRUBBER/SWEEPER	12/6/2006 LOADING DOCK	221303	43,120.19 CIV811	NEW STOR/PROP RM/LOAD DOCK/P1	CIVIC CENTER-CAPITAL
				314,175,59		

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Civic Center FY 2011 Fixed Asset Inventory

Inventory Asset ID	Description	Date Acquired Description	Department	Cost Location	Cost Location Location Description	Department Title
034314	034314 000 DRAPERIES	9/10/1987 CHEMICAL ROOM	221303	11,845.66 CIV812	11,845.66 CIV812 CHEM/PUMP/CHILL/ICE PLT ROOMS	CIVIC CENTER-CAPITAL
034671	000 DRAPERIES	3/10/1988 CHEMICAL ROOM	221303	8,310.36 CIV812	8,310.36 CIV812 CHEM/PUMP/CHILL/ICE PLT ROOMS	CIVIC CENTER-CAPITAL
039015	039015 000 REFRIGERANT MGNT SYS	7/1/1992 CHILLER ROOM	221303	6,580.00 CIV812	6,580.00 CIV812 CHEM/PUMP/CHILL/ICE PLT ROOMS	CIVIC CENTER-CAPITAL
039233	039233 000 REFRIG RECOVERY SYS	8/28/1992 ICE PLANT ROOM	221303	1,250.00 CIV812	1,250.00 CIV812 CHEM/PUMP/CHILL/ICE PLT ROOMS	CIVIC CENTER-CAPITAL
048701	048701 000 CLEANER CARPET	5/30/2000 CHEMICAL ROOM	221303	2,222.22 CIV812	2,222.22 CIV812 CHEM/PUMP/CHILL/ICE PLT ROOMS	CIVIC CENTER-CAPITAL
050968	050968 000 AUTOMATIC SCRUBBER	4/1/2002 CHEMICAL ROOM	221303	5,512.09 CIV812	5,512.09 CIV812 CHEM/PUMP/CHILL/ICE PLT ROOMS	CIVIC CENTER-CAPITAL
055969	000 COMPACT AUTO SCRUBBER	1/23/2007 CHEMICAL ROOM	221301	1,602.00 CIV812	1,602.00 CIV812 CHEM/PUMP/CHILL/ICE PLT ROOMS	CIVIC CENTER-ADMIN
057360	057360 000 VACUUM	3/25/2008 CHEMICAL ROOM	221301	1,890.00 CIV812	1,890.00 CIV812 CHEM/PUMP/CHILL/ICE PLT ROOMS	CIVIC CENTER-ADMIN
057977	000 ICE PLANT COMPRESSOR	6/13/2008 ICE PLANT ROOM	221303	9,000.00 CIV812	9,000.00 CIV812 CHEM/PUMP/CHILL/ICE PLT ROOMS	CIVIC CENTER-CAPITAL
057978	057978 000 ICE PLANT COMPRESSOR	6/13/2008 ICE PLANT ROOM	221303	9,000.00 CIV812	9,000.00 CIV812 CHEM/PUMP/CHILL/ICE PLT ROOMS	CIVIC CENTER-CAPITAL
057979	057979 000 ICE PLANT COMPRESSOR	6/13/2008 ICE PLANT ROOM	221303	9,000.00 CIV812	9,000.00 CIV812 CHEM/PUMP/CHILL/ICE PLT ROOMS	CIVIC CENTER-CAPITAL
058986	000 WEG 40HP MOTOR 324T	10/14/2010	221301	1,572.50 CIV812	CHEM/PUMP/CHILL/ICE PLT ROOMS	CIVIC CENTER-ADMIN
	TOTAL COST		\$ 2,0	\$ 2,021,579.65		



# BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-7909 County Administrator's Report 12. 8.
BCC Regular Meeting Budget & Finance Consent

**Meeting Date:** 04/09/2015

Issue: Supplemental Budget Amendment #102 - National Fish & Wildlife

Foundation Grant for the Jones Swamp Wetland Preserve Patton

**Restoration Project** 

From: Stephan Hall, Interim Department Director

Organization: OMB

**CAO Approval:** 

### **RECOMMENDATION:**

Recommendation Concerning Supplemental Budget Amendment #102 - Stephan Hall.

Management and Budget Services Interim Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #102, Other Grants and Projects (110), in the amount of \$40,000, to recognize Grant proceeds from the National Fish and Wildlife Foundation (NFWF), and to appropriate these funds for the Jones Swamp Wetland Preserve Patton Restoration Project. Matching funds in the amount of \$11,000 will come from Fund 151, Community Redevelopment Agency/CRA Warrington and Fund 101, Escambia County Restricted Fund/Wetland Mitigation. The remaining match will be from in-kind services from County employees and volunteers from other agencies.

# **BACKGROUND:**

The Community and Environment Departments's Water Quality and Land Management Division has been awarded a grant by the National Fish and Wildlife Foundation for the Jones Swamp Wetland Preserve Patton Restoration Project. This project will improve the ecological function of 35 acres of Pine Wetland Riparian Forest by restoring hydrology, reducing invasive plants and replanting native vegetation. The project will also serve to increase visitorship to the Escambia County Southwest Greenway Trail in Warrington CRA by installing educational signage and improving a portion of the walking trail. Matching funds are available along with non-monetary match of in-kind services, and volunteers.

#### **BUDGETARY IMPACT:**

This amendment will increase Fund 110 by \$40,000.

# **LEGAL CONSIDERATIONS/SIGN-OFF:**

Attachments				
N/A				
IMPLEMENTATION/COORDINATION:				
Board policy requires increases and decreases in revenues to be approved by the Board.				
POLICY/REQUIREMENT FOR BOARD ACTION:				
N/A				

N/A

**PERSONNEL:** 

SBA# 102

# 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 has received a grant from National Fish and Wildlife Foundation (NFWF) for the Jones Swamp Wetland Preserve Patton Restoration Project, 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 and Projects	110		
Fund Name	Fund Number		
Revenue Title NFWF Jones Swamp Patton	Fund Number 110	Account Code 334281 (new)	Amount 40,000
Total			\$40,000
Appropriations Title Other Contractual Services	Fund Number/Cost Center 110/221023 (new)	Account Code/ Project Number 53401	Amount 35,500
Rentals and Leases Printing and Binding	110/221023 (new) 110/221023 (new)	54401 54701	2,250 2,250
Total			\$40,000
NOW THEREFORE, be it resolved that the foregoing Supplemental Bud			
ATTEST: PAM CHILDERS CLERK OF THE CIRCUIT COURT		BOARD OF COUNTY OF ESCAMBIA, COUNT	
Deputy Clerk		Steven	Barry, Chairman
Adopted			
OMB Approved			
Supplemental Budget Amendment # 102			



# BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-7912 County Administrator's Report 12. 9.
BCC Regular Meeting Budget & Finance Consent

Meeting Date: 04/09/2015

Issue: Supplemental Budget Amendment #105 - HUD HOME Grant

From: Stephan Hall, Interim Department Director

Organization: OMB

**CAO Approval:** 

# **RECOMMENDATION:**

Recommendation Concerning Supplemental Budget Amendment #105 - Stephan Hall, Management and Budget Services Interim Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #105, HUD HOME Fund (147), in the amount of \$26,058, to recognize City of Pensacola HUD HOME Program Income earned in Fiscal Year 2014, and to appropriate these funds into the correct Cost Center for use in furthering HUD HOME eligible affordable housing activities.

#### **BACKGROUND:**

The City of Pensacola's HUD HOME Program has generated program income as a result of periodic repayments received from eligible homeowners that were provided Substantial Housing Rehabilitation assistance. As provided in the HUD HOME Program Regulations at 24 CFR Part 92, program income is to be utilized by the local government to provide additional affordable housing assistance while keeping in compliance with eligible HOME activity requirements. This supplemental budget amendment recognizes available HUD HOME program income in Fund 147, and provides budget authority to expend program income.

### **BUDGETARY IMPACT:**

This amendment will increase Fund 147 by \$26,058.

# **LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

#### PERSONNEL:

N/A

Board policy requires increases and decreases in revenues to be approved by the Board.
IMPLEMENTATION/COORDINATION: N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

# **Attachments**

SBA# 105

# Board of County Commissioners Escambia County Supplemental Budget Amendment Resolution

Resolution	on 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, Program Income has been earned in Fund 147/HOME Investment Partnership Act (HOME) for use in furthering affordable housing activities in Escambia County. This funding must now be recognized and appropriated in the correct cost center.

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:

HOME Program	147		
Fund Name	Fund Number		
Revenue Title	Fund Number	Account Code	Amount
HUD HOME - Program Income	147	369029	26,058
TIOD TIOME Trogram moonie		000023	20,000
Total			\$26,058
Total		_	Ψ20,000
		Account Code/	
Appropriations Title	Fund Number/Cost Center	Project Number	Amount
Other Grants & Aids	147 / 220458	58301	(96,000)
Other Grants & Aids	147 / 220503	58301	96,000
Other Grants & Aids	147 / 220503	58301	26,058
	-		
Total		_	\$26,058
NOW THEREFORE, be it resolved by	y the Board of County Commis	sioners of Escambia Cou	nty, Florida,
that the foregoing Supplemental Budg	et Amendment be made effecti	ve upon adoption of this F	Resolution.
ATTEST:		BOARD OF COUNTY CO	OMMISSIONERS
PAM CHILDERS		OF ESCAMBIA, COUNT	
CLERK OF THE CIRCUIT COURT		,	, -
Deputy Clerk		Steven B	arry, Chairman
Adopted			
OMB Approved			
Supplemental Budget Amendment			

# 105



# BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-7915 County Administrator's Report 12. 10.

BCC Regular Meeting Budget & Finance Consent

**Meeting Date:** 04/09/2015

**Issue:** BA#106 - LOST Project and Design Team Salaries

From: Stephan Hall, Interim Department Director

Organization: OMB

**CAO Approval:** 

# **RECOMMENDATION:**

Recommendation Concerning Budget Amendment #106 - Stephan Hall, Management and Budget Services Interim Department Director

That the Board approve Budget Amendment #106, Public Works Department Fund (352), in the amount of \$980,603, reallocating various Local Option Sales Tax (LOST) Transportation and Drainage Project funds to be placed in Project Management (Project #12EN1898), to account for the salaries of LOST project employees in project accounting, in the amount of \$861,921. This Budget Amendment also allocates personnel funds for the new Design Team, approved by the Board of County Commissioners (BCC) on February 19, 2015, in the amount of \$118,682, in fund accounting.

#### **BACKGROUND:**

Annually monies are moving from various LOST projects into Project Management project #12EN1898 to correctly bill the project manager's salaries to the appropriate projects. This action allocates funds in the amount of \$861,921 on the project side of Pentamation (County Finance System). Fund accounting already has the salaries budgeted for the purpose of payroll and position management.

The BCC also approved creating the new LOST Design Team at the 2/19/2015 meeting, this BA allocates \$118,682 on the fund accounting side of Pentamation to cover the cost of the additional positions for the remainder of Fiscal Year 2014,2015. Approval of this BA will also cover the project side salary expense for the Design Team.

# **BUDGETARY IMPACT:**

This BA will increase salaries in project accounting by \$861,921 and fund accounting by \$118,682.

# **LEGAL CONSIDERATIONS/SIGN-OFF:**

POLICY/REQUIREMENT FOR BOARD ACTION:  Board policy requires increases in personnel cost come before the Board.			
IMPLEMENTATION/COORDINATION:			
N/A			
Attachments			

N/A

N/A

BA#106

BA#106-Backup

**PERSONNEL:** 

#### Board of County Commissioners Escambia County Budget Amendment Request

Date Rec. Date Forward Approved Disapproved

# Transfer From: Fund 352/Transportation & Drainage/Public Works Fund/Department

**Approval Authorities** 

**Department Director** 

County Administrator Action by the Board

Assistant County Administrator

Account Title				Amount
	Project Number	Cost Center	Account Code	
Project Accounting:				
IOTB/ Bridge Renovations	13EN2188	210107	56301	42,613
IOTB/ Dirt Road Paving	08EN0068	210107	56301	106,532
IOTB/ East-West Longleaf	08EN0078	210107	56301	226,701
IOTB/ Kingsfield-Well/Quintette	11EN1405	210107	56301	181,393
IOTB/ Neighborhood Enhancements	12EN1738	210107	56301	29,829
IOTB/ Resurfacing	08EN0208	210107	56301	74,573
IOTB/ Sidewalks	08EN0228	210107	56301	21,306
IOTB/ Avery Street Drainage	10EN0433	210107	56301	42,613
IOTB/ Beach Haven	08EN0272	210107	56301	72,442
IOTB/ Eleven Mile Creek	08EN0868	210107	56301	21,306
IOTB/ Englewood Drainage	12EN1773	210107	56301	42,613
Fund Accounting:				
Improvements Other Than Bldgs(IOTB)		210107	56301	118,682
Total				\$980,603

# Transfer To: Fund 352/Transportation & Drainage/Public Works Fund/Department

Account Title	Project Number	Cost Center	Account Code	Amount
Project Accounting:				
Salaries/Project Management	12EN1898	210107	51201	861,921
Fund Accounting:	_			
Salaries/ Design Team		211301 (New)	51201	118,682
	<u> </u>			
Total			_	\$980,603

#### **Detailed Justification:**

Funds are being reallocated from various Transportation and Drainage LOST projects and placed in the "Project Management" project number (12EN1898) to account for the salaries of the LOST projects employees for FY14/15 in project accounting/Efin.

This BA also allocates personal funding for the new Design Team approved by the BCC on 2/19/2015 in Project Accounting and Fund Accounting. This BA allocates funds to cover those salaries for the remainder of FY14/15.

OMB Analyst	
Budget Manager	Management and Budget Dept

210107								
				Budget	Re	vised Budget		
#	District	Project		2015	\$	2,015.00		New Total
Transport	tation							
13EN2188		Bridge Renovations	\$	1,000,000	\$	(42,612.97)	Φ.	957,387.03
08EN0068		Dirt Road Paving	\$	2,500,000	\$	(106,532.41)		2,393,467.59
08EN0078		East/West Longleaf	\$	5,320,000		(226,700.97)		5,093,299.03
11EN1405		Kingsfield/Well Line/Quintette	\$	4,256,765	\$	(181,393.40)		4,075,372.06
12EN1738		Neighborhood Enhancements	\$	700,000		(29,829.08)		670,170.92
08EN0208		Resurfacing	\$	1,750,000	\$	(74,572.69)		1,675,427.31
08EN0208		Sidewalks	\$	500,000		(21,306.48)	-	
J8EINUZZ8	various	Total Transportation	\$	16,026,765	\$ \$	(682,948.00)		478,693.52 <b>15,343,817.4</b> 6
		Total Transportation	ð	10,020,765	Þ	(002,940.00)	\$	15,343,817.46
Drainage							Φ	15,545,617.40
0	3	Avery Street Drainage Kupfrian Park	\$	1,000,000	\$	(42,612.97)	\$	957,387.03
08EN0272	1/2	Beach Haven	\$	1,700,000		(72,442.04)		1,627,557.96
08EN0868		Eleven Mile Creek	\$	500,000		(21,306.48)		478,693.52
12EN1773		Englewood Drainage/Neighborhood Improvements	\$	1,000,000		(42,612.97)		957,387.03
		Total Drainage	\$	4,200,000		(178,974.45)		4,021,025.55
						<u> </u>	\$	4,021,025.55
								,- ,
					\$	(821,921.00)		
		Transportation/Drainage Budget	\$	20,226,765.46		, ,		
		divided by	\$	861,922.45	\$	861,921.00	For	BA
		equals prorated percentage	\$	23.47	\$	210,612.36	Bala	ance in Project
					\$	1,072,533.36		al for Personnel
			De	sign Team:	\$	29,247.50	Dep	outy Director
					\$	31,644.50		jineer (New)
					\$	31,644.50	Dra	fter (New)
					\$	26,145.50		fter (Existing)
					\$	118,682.00	Tot	
							DA	4
					•	440 000 00		to move funds
					\$	118,682.00		ost Center to move funds
					•			roject N1898
					\$	861,921.00	12E	พาชยช



# BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-7929 County Administrator's Report 12. 11.

BCC Regular Meeting Budget & Finance Consent

Meeting Date: 04/09/2015

**Issue:** Supplemental Budget Amendment #110 - Federal Transit

Administration Grant Funding, Veterans' Transportation and

Community Living Initiative Grant

From: Stephan Hall, Interim Department Director

Organization: OMB

**CAO Approval:** 

#### **RECOMMENDATION:**

Recommendation Concerning Supplemental Budget Amendment #110 - Stephan Hall.

Management and Budget Services Interim Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #110, FTA-Capital Project Fund (320), in the amount of \$222,387, to recognize proceeds from the Federal Transit Administration (FTA) for a Veterans' Transportation and Community Living Initiative Grant (VTCLI), and to appropriate these funds to acquire Interactive Voice Response Module and hardware, in the amount of \$130,387, Automated Scheduling Software, in the amount of \$53,500, and Mobile Data Terminals and hardware, in the amount of \$38,500.

### **BACKGROUND:**

The FTA Veterans' Transportation and Community Living Initiative Grant in the amount of \$222,387 was originally awarded to Santa Rosa County, although they are not a direct recipient of FTA grant dollars. Escambia County is a recipient and agreed to receive the grant dollars on behalf of Santa Rosa County. Escambia County and Santa Rosa County entered into an Interlocal Agreement (recently amended) establishing conditions, extent, and mechanisms whereby the Parties agreed to cooperatively utilize the funding as follows:

# Escambia County

1. Interactive Voice Response Module and hardware in the amount of \$130,387

# Santa Rosa County

- 1. Automated Scheduling Software in the amount of \$53,500
- 2. Mobile data terminals and hardware in the amount of \$38,500

Escambia County Area Transit (ECAT) will manage the expenditures, and no matching funds are required.

# **BUDGETARY IMPACT:**

This amendment will increase Fund 320 by \$222,387. No matching funds are required.

# **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:**

BCC/ECAT staff will work with Santa Rosa County and the FTA to implement the grant.

### **Attachments**

SBA#110

# 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 is the recipient of Federal Transit Administration grant funding, Veterans' Transportation and Community Living Initiative Grant, 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:

FTA-Capital Project Fund	320		
Fund Name	Fund Number		
Revenue Title FTA - VTCLI Grant	Fund Number 320	Account Code New	Amount \$222,387
Total			\$222,387
Appropriations Title  Machinery and Equipment	Fund Number/Cost Center 320/320425(new)	Account Code/ Project Number 56401	Amount \$168,887
Intangibles	320/320425(new)	56801	\$53,500
T-4-1			******
Total		=	\$222,387
NOW THEREFORE, be it resolved by that the foregoing Supplemental Budge ATTEST: PAM CHILDERS CLERK OF THE CIRCUIT COURT			Resolution.
Deputy Clerk		Steven Barry	, Chairman
Deputy Clerk			
Adopted			
OMB Approved			
Supplemental Budget Amendment			

#110



# BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-7961 County Administrator's Report 12. 12.

BCC Regular Meeting Budget & Finance Consent

Meeting Date: 04/09/2015

Issue: SBA#112 - Beach Road Bond Interest Payment

From: Stephan Hall, Interim Department Director

Organization: OMB

**CAO Approval:** 

# **RECOMMENDATION:**

Recommendation Concerning Supplemental Budget Amendment #112 - Stephan Hall, Management and Budget Services Department Interim Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #112, Bob Sikes Toll Fund (167), and Debt Service Fund (203), in the amount of \$12,207, to transfer additional funds to make the debt service interest payment for the widening of Via de Luna Drive (Beach Road Bonds), due to a change in the debt service schedule. The Board forgave the Santa Rosa Island Authority's (SRIA) obligation for repayment of the Beach Road Bonds in Fiscal Year 2013/2014.

#### BACKGROUND:

Additional funds are needed for the required debt services payment for the widening of Via de Luna on Pensacola Beach. 100% of the funding must now come from the Bob Sikes Toll Fund sinc hte BCC forgave the SRIA's obligation to help pay for the loan. Due to a change in the interest calculation on the debt service schedule an additional \$12,207 is required to make the interest payment.

### **BUDGETARY IMPACT:**

This amendment will increase Fund 203 and decrease Fund 167 by 12,207.

### **LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

#### **PERSONNEL:**

N/A

### POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires increases or decreases in revenues to come before the Board.

IMPLEMENTATION/COORDINATION:		
N/A		
SRA#112	Attachments	
SBA#112		

# 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, additional funds are needed for the debt services interest payment for the Beach Road Bonds used to finance the widening of Via De Luna on Pensacola Beach. The Board forgave the SRIA's obligation for their portion of the repayment of the loan during FY13/14.

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:

Bob Sikes Toll Fund	167		
Debt Service Fund Fund Name	203 Fund Number		
r and rame	r and rambo.		
Revenue Title	Fund Number	<b>Account Code</b>	Amount
Transfer from Fund 167	203	381167	\$12,207
Total			\$12,207
		Account Code/	
Appropriations Title	Fund Number/Cost Center	Project Number	Amount
Debt Service Interest	203/110249	57201	\$12,207
Reserves	167/140302	59801	(\$12,207)
Transfer to Fund 203	167/140304	59101	\$12,207
Total		=	\$12,207
NOW THEREFORE, be it resolved by t	the Board of County Commission	ners of Escambia Count	v. Florida.
that the foregoing Supplemental Budg			
ATTEST:		BOARD OF COUNTY (	
PAM CHILDERS CLERK OF THE CIRCUIT COURT		OF ESCAMBIA COUN	IY, FLORIDA
CLERK OF THE CIRCOTT COOK!			
		Steven Barry	/, Chairman
Deputy Clerk			
Adopted			
Adopted			
OMB Approved			
Supplemental Budget Amendment			
Supplemental Budget Amendment			



# BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-7868 County Administrator's Report 12. 13.
BCC Regular Meeting Budget & Finance Consent

**Meeting Date:** 04/09/2015

**Issue:** SBA# - April 2014 Flood/Disaster Insurance Proceeds

From: Stephan Hall, Interim Department Director

Organization: OMB

**CAO Approval:** 

### **RECOMMENDATION:**

Recommendation Concerning Supplemental Budget Amendment #098 - Stephan Hall, Management and Budget Services Interim Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #098, Internal Service Fund (501), in the amount of \$7,728,166, to recognize insurance proceeds received from the 2014 Flood/Disaster and Freeze events, and to appropriate these funds to be used for repair and maintenance and other insurable activities for the Board of County Commissioner (BCC) operations.

#### **BACKGROUND:**

Escambia County has received two insurance reimbursement checks from Axis Surplus (\$5 million), Allied World Assurance (\$2.5 Million) Travelers (\$100k), and Ironshore Specialty (\$46,177) Insurance Companies as well as a some smaller policies (\$81,989). These funds are from the April 2014 Flood/Explosion Disaster. These funds will assist with continuity of operations for various BOCC Departmental activities.

# **BUDGETARY IMPACT:**

This amendment will increase Fund 501 in the amount of \$7,728,166.

# **LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

# **PERSONNEL:**

N/A

#### POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires increase or decreases in funds to the approved by the Board.

### IMPLEMENTATION/COORDINATION:

# **Attachments**

# SBA#098

### 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 County Budget.

WHEREAS, Escambia County has received two insurance checks from our insurance providers due to the flood/explosion and freeze events. These funds will be used for repair and maintenance activities and other related expenses, these funds must now be recognized and appropriated.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that in accordance with Florida Statutes, Section 129.06 (2d), it does hereby appropriate in the following funds and accounts in the budget of the fiscal year ending September 30, 2015:

Internal Service Fund	501		
Fund Name	Fund Number		
Revenue Title Insurance Proceeds	Fund Number 501	Account Code 369008	<b>Amount</b> 7,728,166
			· · ·
Total			7,728,166
Appropriations Title	Fund Number/Cost Center	Account Code/ Project Number	Amount
Other Contractual Services	501/140836	53401	2,728,166
Repair & Maintenance	501/140836	54601	5,000,000
Total		_	7,728,166
NOW THEREFORE, be it resolved that the foregoing Supplemental Budg ATTEST: PAM CHILDERS CLERK OF THE CIRCUIT COURT			Resolution. DMMISSIONERS
Deputy Clerk		Steven E	Barry, Chairman
Adopted			
OMB Approved			
Supplemental Budget Amendment #098			



# BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-7880 County Administrator's Report 12. 14.
BCC Regular Meeting Budget & Finance Consent

Meeting Date: 04/09/2015

Issue: SBA#099 - Sheriff Vehicle Auction Proceeds
From: Stephan Hall, Interim Department Director

Organization: OMB

**CAO Approval:** 

#### **RECOMMENDATION:**

Recommendation Concerning Supplemental Budget Amendment #099 - Stephan Hall, Management and Budget Services Department Interim Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #099, Local Option Sales Tax (LOST) III Fund (352), in the amount of \$63,780, to recognize proceeds from the auction of older vehicles, and to appropriate these funds back into the Sheriff's LOST allocation for new vehicle purchases.

## **BACKGROUND:**

The Sheriff held a vehicle auction in the month of February 2015, the proceeds from this auction have been deposited with the Clerk's Office. This SBA recognizes those funds and appropriates them back into the Sheriff's LOST allocation to be used for future vehicle purchases.

#### **BUDGETARY IMPACT:**

This amendment will increase Fund 352 by \$63,780.

### **LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

#### PERSONNEL:

N/A

#### POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires increases or decreases in revenue to be approved by the Board.

### IMPLEMENTATION/COORDINATION:

N/A

## **Attachments**

SBA#099

#### 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, the Escambia County Sheriff has received vehicle auction proceeds from the sale of older vehicles in the Sheriff's vehicle fleet. These funds must now be recognized and appropriated back into the Sheriff's Budget accordingly.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that in accordance with Florida Statutes, Section 129.06 (2d), it does hereby appropriate in the following funds and accounts in the budget of the fiscal year ending September 30, 2015:

Local Option Sales Tax III Fund Name	352 Fund Number			
Revenue Title Sale of Equipment	Fund Number 352	Account Code 364002	<b>Amount</b> 63,780	
Total			\$63,780	
Appropriations Title  Machinery & Equipment	Fund Number/Cost Center 352/540115	Account Code/ Project Number 56401/08SH0018	Amount 63,780	
Total			\$63,780	
NOW THEREFORE, be it resolved by that the foregoing Supplemental Bud				
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				



# BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-7920 County Administrator's Report 12. 15.
BCC Regular Meeting Budget & Finance Consent

**Meeting Date:** 04/09/2015

Issue: PD 14-15.026 Contract Award for Design Services for Green Hill Road

From: Stephan Hall, Interim Department Director

Organization: OMB

**CAO Approval:** 

## **RECOMMENDATION:**

Recommendation Concerning Design Services for Green Hill Road - Stephan Hall, Management and Budget Services Interim Department Director

That the Board approve and authorize the County Administrator to sign the Agreement between Escambia County and Sigma Consulting Group, Inc., per the terms and conditions of PD 14-15.026, Design Services for Green Hill Road, for a lump sum of \$60,770 and optional services of \$14,020, for a total of \$74,790 for Phase I. Phase II will be negotiated upon completion of Task 1100 and associated Task 303.

[Funding: Fund 112, Disaster Recovery Fund, Cost Center 330492, Object Code 54601, Project Number ESCPW62]

### **BACKGROUND:**

The Green Hills Road Project covers the repair of damage arising from the storm event April 29 and 30, 2014 to the Green Hills Road Culverts where a tributary of the 10-mile Creek that crosses Green Hills Road over topped the culverts and flooded the roadway and surrounding areas. There was subsidence of the soil above northern sections of the East culvert pipe resulting in a sinkhole and part of the pipe was exposed.

There are two Corrugated Metal Pipe (CMP) arch culverts running 60 feet North to South with Cement bag headwalls approximately 24 feet wide 6 feet tall. The pipes were examined by camera and the West pipe was found to be intact and the East pipe was determined to be damaged beyond repair. The headwalls were also damaged as a result of the storm. The area of eroded road surface above the pipes was temporarily repaired with fill and an 8 foot x 10 foot asphalt patch was done by the County Road Dept immediately after the storm but no other repairs have been made.

A request for A&E selection was initiated in Dec 2014 for engineering services to address the repair of the damage to the culvert and determine a solution for the flooding. Phase I of this project deals with the repair of the culverts. Phase II will address

the long term flooding from the tributary. Phase I of the project has been identified as a Federal Emergency Management Agency (FEMA) Public Assistance project.

Request for Letters of Interest, PD 14-15.026, Design Services for Green Hill Road were publicly noticed on Monday, January 26, 2015 to seventy four firms. Responses were received from eight firms on Monday, February 9, 2015. Sigma Consulting Group, Inc. was ranked #1 on Wednesday, February 25, 2015 by the selection committee.

## **BUDGETARY IMPACT:**

Funding: Fund 112 Disaster Recovery, Cost Center 330492, Object Code 54601, Project Number ESCPW62.

## **LEGAL CONSIDERATIONS/SIGN-OFF:**

Attorney Standard Form of Contract, Form G Consulting Services for Stand-Alone Services.

#### PERSONNEL:

All work associated with this recommendation was done in-house and no additional staff was required.

#### POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Code of Ordinances of Escambia County, FL 1999, Chapter 46, Finance, Article II, Purchases and Contracts and Florida Statute 287.055, Competitive Consultants Negotiation Act. Request for Letters of Interest, PD 14-15.026, Design Services for Green Hill Road were publicly noticed on Monday, January 26, 2015 to seventy four firms. Responses were received from eight firms on Monday, February 9, 2015. Sigma Consulting Group, Inc. was ranked #1 on Wednesday, February 25, 2015 by the selection committee.

### IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Attorney's Standard Form of Contract Form G, Consulting Services for Stand-Alone Services and Purchase Order.

#### **Attachments**

Agreement with Exhibits

## STANDARD PROFESSIONAL CONSULTING SERVICES CONTRACT DOCUMENTS

**FOR** 

## AGREEMENT BETWEEN ESCAMBIA COUNTY

AND

**Sigma Consulting Group, Inc.** 

PD 14-15.026, Design Services for Green Hill Road

FORM G: CONSULTING SERVICES FOR STAND-ALONE PROJECTS

(Revised July 11, 2013)

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#### AGREEMENT

THIS AGREEMENT is made and entered into this 9th day of April, 2015, by and between Escambia County, a political subdivision of the State of Florida (hereinafter referred to as "the County"), whose address is 221 Palafox Place, Pensacola, Florida 32502, and Sigma Consulting Group, Inc., a for-profit corporation authorized to transact business in the State of Florida, whose address is 3298 Summit Boulevard, Suite 32, Pensacola, Florida 32503, and whose Federal tax identification number is 72-1105441 (hereinafter referred to as the "Consultant").

## ARTICLE I DEFINITIONS AND IDENTIFICATIONS

For purposes of this Agreement and the various covenants, conditions, terms, and provisions which follow, the definitions and identifications set forth below are assumed to be true and correct and are, therefore, agreed upon by the parties.

- 1.1 <u>BOARD OF COUNTY COMMISSIONERS:</u> The Board of County Commissioners of Escambia County, Florida, means the governing body of the Escambia County Government.
- 1.2 <u>CONSULTANT:</u> Sigma Consulting Group, Inc. is the Consultant selected to perform professional services pursuant to this Agreement.
- 1.3 <u>CONTRACT ADMINISTRATOR:</u> Whenever the term "Contract Administrator" is used herein, it is intended to mean Derek Fox, Engineering Project Coordinator, Public Works/Engineering. In the administration of this contract, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Contract Administrator.
- 1.4 <u>CONTRACT SERVICES:</u> The intent of this Contract is to make available certain professional consultant services to Escambia County as outlined herein.
- 1.5 <u>COUNTY:</u> Escambia County is a body corporate and politic and a political subdivision of the State of Florida.
- 1.6 <u>LUMP SUM COMPENSATION</u>: Lump sum computation refers to the method of payment under this Agreement for the professional services of the Consultant.
- 1.7 <u>NOTICE TO PROCEED:</u> A Notice to Proceed is the written authorization issued by the County or the Contract Administrator to commence the Project.
- 1.8 <u>PROJECT:</u> It is the intent of this Agreement that the Consultant provide to the County certain professional services for PD 14-15.026, Design Services for Green Hill Road.

## ARTICLE 2 PREAMBLE

In order to establish the background, context, and frame of reference for this Agreement and to generally express the objectives and intentions of the respective parties herein, the following statements, representations, and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

- 2.1 Under this Agreement, Escambia County will budget funds during Fiscal Year(s) 14-15 in the amount of Seventy Four Thousand Seven Hundred Ninety Dollars (\$74,790.00) for Phase I, allowing for negotiations for Phase II upon completion of Task 1100 and associated Task 303, of this Project.
- 2.2 The Board of County Commissioners has met the requirements of the Consultants' Competitive Negotiation Act, as contained in Section 287.055, Florida Statutes, as amended, and has selected the Consultant to perform the services hereunder.
- 2.3 Negotiations pertaining to the services to be performed by the Consultant were undertaken between Consultant and a committee selected by the Board of County Commissioners, and this Agreement incorporates the results of such negotiation.

## ARTICLE 3 SCOPE OF WORK

The Consultant will provide certain professional consultant services for the tasks outlined in Escambia County's Request for Letters of Interest (RLI) in Specification No. PD 14-15.026, Design Services for Green Hill Road, and as represented in the Consultant's Letter of Interest response to PD 14-15.026, subsequent interview, and proposal presentation. In the event of a conflict between the terms of the proposal and this Agreement, the terms of this Agreement shall prevail.

- 3.1 The basic services to be provided are set forth in Exhibit "A," attached hereto and incorporated by reference herein, and unless otherwise specified, such services shall be completed in accordance with the standard care in the profession at the time such services are rendered.
- 3.2 Such services, generally, shall include those services performed by a consultant, its employees, and subcontractors, as more specifically enumerated in the Scope of Work of Exhibit "A" and any other services specifically included therein.
- 3.3 The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the Consultant under this Agreement. The consultant shall, without additional compensation, correct or revise any errors or omissions in its designs, drawings, specifications, and other services furnish pursuant to the Agreement.

- (a) Neither the County's review, approval or acceptance of, nor payment for, the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and the Consultant shall be and remain liable to the County in accordance with applicable law for all damages to the County caused by the Consultant's negligent performance of any of the services furnished under this Agreement.
- (b) The rights and remedies of the County provided for under this Agreement are in addition to any other rights and remedies provided by law.
- (c) If the Consultant is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.
- 3.4 The Consultant shall accomplish the design services required under this Agreement so as to permit the award of a contract at a price that does not exceed the estimated construction contract price as set forth in paragraph (b) below. When bids or proposals for the construction contract are received that exceed the estimated price, the Consultant shall perform such redesign and other services as are necessary to permit contract award within the funding limitation. These additional services shall be performed at no increase in the price of this Agreement. However, the Consultant shall not be required to perform such additional services at no cost to the County if the unfavorable bids or proposals are the result of conditions beyond its reasonable control.
  - (a) The Consultant will promptly advise the County if it finds that the project being designed will exceed or is likely to exceed the funding limitations, and it is unable to design a usable facility within these limitations. Upon receipt of such information, the County will review the Consultant's revised estimate of construction cost. The County may, if it determines that the estimated construction contract price set forth in this Agreement is so low that award of a construction contract not in excess of such estimate is improbable, authorize a change in scope or materials as required to reduce the estimated construction cost to an amount within the estimated construction contract price set forth in paragraph (b) below, or the County may adjust such estimated construction contract price. When bids or proposals are not solicited or are unreasonably delayed, the County shall prepare an estimate of constructing the design submitted and such estimate shall be used in lieu of bids or proposals to determine compliance with the funding limitation. In the event the county increases the amount in (b) below the compensation to the consultant may be increased equitably.
  - (b) The estimated construction contract price for the project described in the Agreement is \$430,000.00.
- 3.5 The Consultant may be liable for County costs resulting from negligent, reckless or intentionally wrongful errors or omissions in designs furnished under this Agreement, or failure to timely perform its services under this Agreement. Therefore, when a modification to a construction contract is required because of a negligent, reckless or intentionally wrongful error or omission in the services provided under this Agreement, the County (with the advice of technical personnel and legal counsel) shall consider the extent to which the Consultant may be reasonably liable. The County shall enforce such liability and collect the amount due, if the recoverable cost will exceed the administrative cost involved or is otherwise in the County's interest.

## ARTICLE 4 TIME FOR PERFORMANCE

- 4.1 The schedule for completion of the Consultant's services shall be in accordance with Exhibit "B," which is attached hereto and made a part hereof. Such schedule may be modified from time to time upon the mutual consent of the County and the Consultant.
- 4.2 These services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. The Consultant's schedule for the performance of its services shall include allowances for periods of time required for the County's review and for its approval of submissions by the Consultant. Time limits established by this schedule, which are hereby approved by the County, shall not be exceeded by the Consultant, except for reasonable cause.
- 4.3 Prior to beginning the performance of any basic services under this Agreement, the Consultant must receive in writing a Notice to Proceed from the Contract Administrator.

## ARTICLE 5 COMPENSATION AND METHOD OF BILLING AND PAYMENT

- 5.1 <u>COMPENSATION:</u> The County agrees to pay the Consultant, as compensation for its services under Section 3.1 of this Agreement, an aggregate fee for certain project tasks pursuant to the fee schedule set forth in Exhibit "C," attached hereto and made a part hereof. At the completion of each task, the Consultant will be compensated by a lump sum amount, which has been negotiated for that task, unless otherwise mutually agreed to by the parties hereto. The total fee for all such services, to be performed by the Consultant, including costs, direct expenses, and any other charges described in Section 5.3, is to be paid as follows: A lump sum amount of Seventy Four Thousand Seven Hundred Ninety Dollars (\$74,790.00). Final payment will be subject to approval by the Board of County Commissioners.
- 5.2 <u>FEE SCHEDULE:</u> The "fee schedule," as used herein, shall mean the charges shown in Exhibit "C" for certain tasks to be performed by the Consultant. Such fees shall include, all inclusively the Consultant's salaries of professional and administrative staff, sick leave, vacation, unemployment, excise and payroll taxes, contributions for social security, unemployment compensation insurance, retirement benefits, medical and insurance benefits, air travel, auto travel, telephone, facsimile, reproduction costs, other routine overhead expenses, profit, and all other expenses of every type.
- 5.3 <u>DIRECT EXPENSES</u>: Direct expenses are those expenses directly attributable to the Project, which will be exclusively borne by Consultant, and are included in its aggregate fee, they shall include, but not be limited to, the following:
  - (a) Transportation expenses in connection with the Project.
  - (b) Living expenses in connection with travel and any other travel expenses.
  - (c) Long distance communications and other miscellaneous budget expenses.
  - (d) Cost of printing plans, drawings, and specifications which are required by or of the Consultant to deliver the services set forth in this Agreement. The Consultant agrees and understands that it will furnish to the County two (2) sets of all Project plans, reports, and specifications in a bound format acceptable to the County.

(e) Cost of any software or hardware used or developed for the Project, including CAD/CADD time.

#### 5.4 <u>METHOD OF BILLING AND PAYMENT:</u>

(a) For lump sum contracts, the Consultant may submit bills to the County at the completion and approval of each task or at the partial completion of a task on a pro-rata basis. However, requests for payment shall not be made more frequently than once a month. The Consultant shall submit such monthly statements identifying the nature of the work performed.

Calculations shall be made monthly of the amount and value of the work accomplished and services performed by the Consultant which meet the standards of quality established under this Agreement. The estimates shall be prepared by the Consultant and accompanied by such supporting data as required by the Contract Administrator.

- (b) The County agrees that it shall pay the Consultant within forty five (45) business days of receipt of the Consultant's statement provided that the invoice is correct and is consistent with the terms of this Agreement.
- (c) Payments under this Agreement and interest on any late payments shall be governed by the Florida Prompt Payment Act, §§ 218.70, et seq., as amended.

#### 5.5 NOTICES:

- (a) Any notice, invoice, payment, or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or other private courier service, such as Federal Express.
- (b) Unless otherwise notified in writing of a new address, notices, payment, and invoices shall be made to each party at the below listed addresses. Rejection, or other refusal by the addressee to accept, or the inability of the courier service, or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.
- (c) Payments and Notices to the Consultant shall be made to:

Sigma Consulting Group, Inc. 3298 Summit Boulevard, Suite 32 Pensacola, Florida 32503

(d) Invoices to the County shall be sent to: Notices to the County shall be sent to:

Derek Fox Engineering Project Coordinator Public Works/Engineering 3363 West Park Place Pensacola, FL 32505 Jack R. Brown County Administrator P.O. Box 1591 Pensacola, Florida 32597-1591

## ARTICLE 6 ADDITIONAL SERVICES AND CHANGES IN SCOPE OF WORK

6.1 The County or the Consultant may request changes that would increase, decrease, or otherwise modify the Scope of Work to be provided under this Agreement. Such changes must be in accordance with the procurement policies of the County and must be contained in a written amendment, executed by the parties thereto, with the same formality and of equal dignity prior to any deviation from the terms of this Agreement, including the initiation of any extra work.

## ARTICLE 7 COUNTY'S RESPONSIBILITIES

- 7.1 The County shall furnish to the Consultant, as required for performance of the Consultant's basic services, all available data prepared by or the result of the services of others, including without limitation (as may be appropriate): building plans and related drawings, core borings, probings, and subsurface explorations, hydraulic surveys, laboratory tests, and inspections of samples, materials, and equipment, appropriate professional interpretations of all of the foregoing; environmental assessments and impact statements, appropriate professional interpretations of all of the foregoing; property boundary, easement, rights-of-way, topographic and utility surveys; property descriptions; zoning, deed, and other land use restrictions; and any other special data or consultations relating to this Project.
- 7.2 The County shall arrange for access to and make all provisions for the Consultant to enter upon public and private property as required for the Consultant to perform its services.
- 7.3 Within a reasonable time so as not to delay the services of the Consultant, the County shall examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by the Consultant, obtain advice of an attorney, insurance counselor, or other Consultants, as the County deems appropriate, for such examinations and the rendering, if required, of written opinions pertaining thereto.
- 7.4 The County shall furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
- 7.5 The County shall give prompt written notice to the Consultant whenever the County observes or otherwise becomes aware of any development that affects the scope of timing of the Consultant's services, or any defect in the work of the Consultant.

## ARTICLE 8 CONSULTANT'S RESPONSIBILITIES

#### 8.1 QUALITY OF SERVICES:

- (a) The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished pursuant to this Agreement.
- (b) To that end, the Consultant shall correct or shall revise, without additional compensation, any errors or omissions in its work product or shall make such revisions

as are necessary as the result of the failure of the Consultant to provide an accurate, more efficient, and properly constructable product in its designs, drawings, specifications, or other services.

- (c) The County's review/approval/acceptance of or payment for the services required by this Agreement shall NOT be construed to operate as a waiver of any rights or of any cause of action arising out of the performance of this Agreement. Additionally, the Consultant shall be and remain liable to the County in accordance with applicable law for all damages to the County caused by the Consultant's negligent performance of any of the services furnished under this Agreement.
- (d) The rights and remedies of the County provided for under this Agreement are in addition to any other rights and remedies otherwise provided by law.

#### 8.2 CONSULTANT PROFESSIONAL REGISTRATION AND CERTIFICATION:

- (a) The design services provided to the County by the Consultant shall be certified by professional consultants registered to practice and in good standing in the State of Florida. Any project inspection services also shall be reviewed and shall be approved by such professional consultants.
- (b) The survey services provided to the County by the Consultant shall be certified by professional land surveyors registered to practice and in good standing in the State of Florida.
- (c) Permit applications to State and Federal agencies prepared by the Consultant shall be signed and shall be sealed by the Consultant, as the project's Consultant of Record. For all such permit applications, post-construction certification also shall be made by the Consultant to the appropriate State or Federal permitting agency.

## ARTICLE 9 GENERAL PROVISIONS

#### 9.1 OWNERSHIP OF DOCUMENTS:

- (a) Drawings, specifications, design, models, photographs, reports, surveys, and other data, including intellectual property of any type or description, produced by the Consultant in connection with this Agreement are and shall remain the property of the County whether the Project for which they were made is completed or not. Such ownership also shall include any electronic files developed or created of such documents.
- (b) When such documents are provided to other parties, the Consultant shall ensure return of the County's property by collecting, if appropriate, a deposit equal to the cost of reproduction. Such deposit shall be returned if the documents are timely returned in a useable condition. Otherwise, such deposit shall be retained by the Consultant.

#### 9.2 TERMINATION:

- (a) This Agreement may be terminated by either party for cause, or by the County for convenience, upon fourteen (14) days written notice by the terminating party to the other party of such termination in which event the Consultant shall be paid its compensation for services performed to termination date, including all reimbursable expenses then due or incurred to the date of termination.
- (b) Termination for cause shall include, but not be limited to, misuse of funds, fraud, lack of compliance with applicable rules, laws, regulations, and ordinances, and failure to perform in a timely manner any provision of this Agreement.
- (c) In no event shall a termination for convenience by the County be deemed a default, and any such termination shall not subject the County to any penalty or other claim for damages. If the Consultant abandons this Agreement or causes it to be terminated, the Consultant shall indemnify the County against any loss pertaining to this termination up to a maximum of 1.3 times the full contracted fee amount of the Project. All finished or unfinished documents, data, studies surveys, drawings, maps, models, photographs, and reports prepared by the Consultant shall become the property of the County and shall be immediately delivered by the Consultant to the County.
- (d) Vendor suspension or debarment proceedings brought by County pursuant to Chapter 46, Article II, Division 2, Section 46-102, Escambia County Code of Ordinances, shall be grounds for immediate termination of this Agreement.

### 9.3 RECORDS:

- (a) The Consultant shall keep such records and accounts and shall require any subcontractors to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement and any expenses for which the Consultant expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by the County, and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by the County of any fees or expenses based upon such entries.
- (b) The Consultant acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. In the event the Consultant fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any right or remedy and after giving the Consultant and its surety, if any, seven (7) days written notice, during which period the Consultant still fails to allow access to such documents, terminate the employment of the Consultant. In such case, the Consultant shall not be entitled to receive any further payment. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the Consultant (excluding monies owed the Consultant for subcontractor work).

- 9.4 <u>NO CONTINGENT FEES</u>: The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the County shall have the right to terminate the Agreement without liability and at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.
- 9.5 <u>SUBCONTRACTORS</u>: The County approves the use of subcontractors by the Consultant. In the event the Consultant, during the course of the work under this Agreement, requires the services of any subcontractors or other professional associates in connection with services covered by this Agreement, it must secure the prior written approval of the County for employment of such subcontractors.
- 9.6 <u>ASSIGNMENT</u>: This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the Consultant, without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

#### 9.7 HOLD HARMLESS AND INDEMNIFICATION OF COUNTY:

The Consultant agrees to hold harmless and indemnify the County and its agents, officers, and employees from all liabilities, damages, losses, and costs, including attorneys' fees and paralegals' fees, incurred by County to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Consultant or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Consultant, or by any other person for whom the Consultant is legally liable. Consultant's obligation as provided herein shall be limited to its proportionate share of liability to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Consultant or by any person, firm or corporation to whom any portion of the Work is subcontracted by Consultant, and Consultant shall not be required to indemnify and hold harmless County where County's negligence, recklessness, or intentional wrongful misconduct is determined by a court of competent jurisdiction to be the sole cause of its liabilities, damages, losses and costs, including attorney's and paralegal fees.

County and Consultant agree one percent (1%) of the Contract Amount paid by County to Consultant shall be given as separate consideration for this indemnification, and any other indemnification of County by Consultant provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Consultant by Consultant's acceptance and execution of the Agreement.

Consultant agrees that such indemnification by the Consultant relating to any matter which is the subject of this Agreement shall extend throughout the term of this Agreement and any statutes of limitations thereafter. The Consultant's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

- 9.8 <u>INSURANCE</u>: The Consultant is required to carry the following insurance:
  - (a) Commercial General Liability with \$1,000,000 minimum per occurrence, including coverage parts of bodily injury, property damage, broad form property damage, personal injury, independent contractors, blanket contractual liability, and completed operations.
  - (b) Automobile Liability with \$1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.
  - (c) Professional Liability coverage with \$1,000,000 minimum limit, except where the estimated construction contract price for the project described in the Agreement is greater than \$5 Million dollars, the minimum limit of professional liability coverage shall be equal to 25% of the estimated construction contract price for the project. Said coverage shall be continuously maintained and in effect for a period of not less than **five** (5) years from the effective date of this Agreement. The policy limit of liability shall not include legal fees and other defense costs. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the effective date of this Agreement and shall not be advanced.

If at any time during the aforementioned policy period there should be a cancellation, non-renewal, or lapse in coverage, professional liability coverage shall be extended for the remainder of the five year period with a supplemental extended reporting period (SERP) endorsement to take effect upon expiration of the policy period referenced above. The limits of liability applicable to the SERP coverage shall be equal to the limits of liability applicable to the policy referenced above and to which the endorsement attaches.

- (d) Florida statutory workers' compensation and employers' liability with employer's liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease.
- (e) It is understood and agreed by the parties that in the event that the Consultant, as defined in Section 1.2, consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.
- (f) All liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be a minimum financial size of VII, according to the latest edition of the A.M. Best Key Rating Guide. An A or better Best Rating is referred; however, other ratings if "Secure Best Ratings" may be considered. Liability policies shall be underwritten on the occurrence basis, except the professional and environmental impairment coverage may be provided on a claims made basis. Escambia County and the Board of County Commissioners shall be "additional insured's" on all liability policies (except professional liability). Certificates of insurance shall be provided to Claudia Simmons, Purchasing Manager, P.O. Box 1591, Pensacola, Florida 32597-1591 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County and shall provide for a minimum of thirty (30) days notice of cancellation. Escambia County and the Board of County Commissioners also shall be the certificate holders.

### 9.9 REPRESENTATIVE OF COUNTY AND CONSULTANT:

- (a) It is recognized that questions in the day-to-day conduct of the Project will arise. The Contract Administrator, upon request by the Consultant, shall designate and shall advise the Consultant in writing, persons to whom all communications pertaining to the day-to-day conduct of the Project shall be addressed.
- (b) The Consultant shall inform the Contract Administrator in writing of the representative of the Consultant to whom matters involving the conduct of the Project shall be addressed.

#### 9.10 ALL PRIOR AGREEMENTS SUPERSEDED:

- (a) This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or Agreements whether oral or written.
- (b) It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.
- 9.11 <u>TRUTH-IN-NEGOTIATION CERTIFICATE</u>: The signing of this Agreement by the Consultant shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the County determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of this Agreement.
- 9.12 <u>HEADINGS</u>: Headings and subtitles used throughout this Agreement are for the purpose of convenience only, and no heading or subtitle shall modify or be used to interpret the text of any section.
- 9.13 <u>GRATUITIES</u>: Neither the Consultant nor any of its employees, agents, and representatives shall offer or give to an officer, official, or employee of the County gifts, entertainment, payments, loans, or other gratuities. The Consultant acknowledges knowledge of the State of Florida's ethics statutes and to the extent applicable to the Consultant, the Consultant agrees to abide with such statutes.
- 9.14 <u>CONFLICT OF INTEREST</u>: The Consultant hereby certifies that it will completely disclose to the County all facts bearing upon any possible conflicts, direct or indirect, with its performance which it believes that any officer, employee, or agent of the Consultant now has or will have. Said disclosure shall be made by the Consultant contemporaneously with the execution of this Agreement and at any time thereafter that such facts become known to the Consultant. The Consultant at all times shall perform its obligations under this Agreement in a manner consistent with the best interests of the County. Failure to abide by this section shall

result in the immediate termination of this Agreement pursuant to Chapter 46, Article II, Division 4 of the Escambia County Code of Ordinances.

- 9.15 <u>SURVIVAL</u>: All other provisions which, by their inherent character, sense, and context are intended to survive termination of this Agreement, shall survive the termination of this Agreement.
- 9.16 <u>GOVERNING LAW</u>: This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue for any matter which is a subject of this Agreement shall be in the County of Escambia.
- 9.17 <u>INTERPRETATION</u>: For the purpose of this Agreement, the singular includes the plural and the plural shall include the singular. References to statutes or regulations shall include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation referred to. Words not otherwise defined that have well-known technical or industry meanings, are used in accordance with such recognized meanings. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities.
  - (a) If the Consultant discovers any material discrepancy, deficiency, ambiguity, error, or omission in this Agreement, or is otherwise in doubt as to the meaning of any provision of the Agreement, the Consultant shall immediately notify the County and request clarification of the County's interpretation of this Agreement.
  - (b) This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.
- 9.18 <u>SEVERABILITY</u>: The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance hereof shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provision.
- 9.19 <u>COMPLIANCE WITH LAWS</u>: The Consultant shall keep fully informed regarding and shall fully and timely comply with all current laws and future laws that may affect those engaged or employed in the performance of this Agreement. Without limiting the generality of the foregoing, the Consultant shall observe all rules and regulations of federal, state, and local officials relating to the subject matter of this Agreement.
- 9.20 EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY): In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, the CONTRACTOR must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONTRACTOR must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the CONTRACTOR is a state or local government, the CONTRACTOR may choose to verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment

eligibility of all employees assigned to the Agreement; and (4) include these requirement in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

- 9.21 <u>PARTICIPATION IN OTHER PROCEEDINGS</u>: At the County's request, the Consultant shall allow itself to be joined as a party in any legal proceeding that involves the County regarding the design, construction, or installation of any matter which is the subject of this Agreement. This provision is for the benefit of the County and not for the benefit of any other party.
- 9.22 <u>FURTHER DOCUMENTS</u>: The parties shall execute and deliver all documents and perform further actions that may reasonably necessary to effectuate the provisions of this Agreement.
- 9.23 <u>NO WAIVER</u>: The failure of the Consultant or the County to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of any other provision or of either party's right to thereafter enforce the same in accordance with this Agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates under each signature: Escambia County, Florida through its Board of County Commissioners, signing by its County Administrator, duly authorized to execute this Agreement through the express delegation of authority set forth in Chapter 46, Article II of the Escambia County Code of Ordinances, and Sigma Consulting Group, Inc., signing by and through its Miles Williams, President, duly authorized to execute same.

		COUNTY: ESCAMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners.
		By:
Witne	ess	Date:
Witne	ess	BCC Approved: April 9, 2015
		CONSULTANT: Sigma Consulting Group, Inc., a Florida Corporation authorized to do business in the State of Florida.
ATTEST:	Corporate Secretary	By: Miles Williams, President
By:Secre	etary	Date:



3298 Summit Boulevard, Suite 32 Pensacola, FL 32503 Phone (850) 332-7912 Fax (850) 432-8870 www.sigmacg.com

## **SCOPE OF WORK**

March 23, 2015

PD 14.15.026 Engineering Services for Green Hills Road (Phase I) Culvert Replacement

## Introduction

Sigma Consulting Group (SIGMA) has been selected by Escambia County to provide engineering services for the replacement of a pipe culvert on Green Hills Road located in Cantonment, Florida between Pine Forest Road (SR 297) and Stephani Road. The culvert to be replaced was severely damaged in the rain event of April 29/30, 2014 and serves an unnamed tributary of Ten Mile Creek. This tributary flows from north to south and will be referred to as the Green Hills Road tributary for the remainder of this project.

The Eleven Mile Creek Basin Study, which encompasses the drainage area for this project, was completed by Hatch Mott MacDonald (HMM) in 1999 and was later updated by HMM in 2008. According to this report, the Ten Mile Creek watershed, and more specifically the Green Hills Road tributary, suffers from a deficiency in stormwater detention and storage volume. This report also states that the Green Hills Road culvert crossing does not accommodate the 25-year storm event, failing to meet County Codes and Standards. Due to the instability of Ten Mile Creek and the sensitivity of flooding issues in the downstream area, it is necessary to analyze the Green Hills Road project area for potential detention pond sites and flood plain expansion sites prior to increasing the culvert capacity at Green Hills Road.

In order to expedite the necessity to repair/replace the existing culvert, this project will be split into two distinct Phases as defined, and further elaborated, in this scope. Phase I of the project will include the design and construction of a relief culvert, which will be a replacement of the existing culvert with capacity to expand at a later date. Mitigation of the culvert crossing, in the form of armoring, is also likely to be required for the interim condition. Phase II of the project will include locating and acquiring real estate in the areas upstream of the culvert which will be used for the design and construction of stormwater detention and/or floodplain expansion for the subsequent culvert expansion.

The scope and fee for this project lists as follows:

### Exhibit "A"

## **INDEX OF TASKS**

<b>Task 100</b>	Coordination Meetings
Task 101	Kickoff Meeting
Task 102	Utility Coordination Meetings
Task 103	County Staff Progress Meetings
Task 200	Data Collection
Task 300	Preliminary Engineering Assessment
Task 301	Preliminary Engineering Assessment Report
Task 302	Hydrology and Hydraulics Report
Task 303	Pond and Floodplain Restoration Siting Report (Optional Services)
<b>Task 400</b>	Survey
Task 401	Topographical Survey: Green Hills Road
Task 500	Geotechnical Investigation
Task 501	Soil Borings: Green Hills Road
<b>Task 600</b>	Design
Task 601	Culvert Design
<b>Task 700</b>	Construction Plans: Green Hills Road Culvert
Task 701	Key Sheet
Task 702	General Notes
Task 703	SWPPP Notes
Task 704	Green Hills Road: Culvert Plan/Profile
Task 705	Green Hills Road: Culvert Cross Section
Task 706	Details
<b>Task 800</b>	Bidding Assistance
Task 801	Bid Tabulation
Task 802	Pre-bid Conference
Task 803	Respond to Requests for Additional Information (Optional Services)
Task 804	Verify Bids
Task 900	Construction Assistance
Task 901	Construction Observation
Task 902	As-built Certification
Task 1000	Subsurface Utility Exploration (Optional Services)
Task 1100	Property Acquisition Coordination (Optional Services)
Task 1101	Easements: Legal Sketch and Descriptions (Optional Services)
Task 1102	Property Acquisition: Boundary Sketch and Descriptions (Optional Services)

 $P:\ Projects\ Directory \ 150203\ -\ Green\ Hills\ Road\ Culvert\ Replacement \ \ 01305\ (Proposals) \ \ 150203. Green\ Hills\ Road\ . ScopeFee.\ PHASE-I_FINAL.\ docx$ 

## **Task 100 Coordination Meetings**

## Task 101 Kickoff Meeting

SIGMA will schedule and facilitate a kickoff meeting to establish strategies and action plans with Escambia County (County) personnel. At this meeting SIGMA and County personnel will discuss overall project objectives and purpose, establish communication linkages among the project team, establish the schedule for regular project status meetings, and discuss the format of deliverables.

Task 101 Engineering Fee = \$1,525.00

## **Task 102 Utility Coordination Meetings**

SIGMA will attend regular monthly meetings with County personnel at the Escambia County Central Office Complex. At these meetings SIGMA will discuss proposed improvements and potential conflicts with utility owners and coordinate the work effort involved in resolving such conflicts.

Task 102 Engineering Fee = \$1,525.00

## **Task 103** County Staff Progress Meetings

SIGMA will schedule and facilitate progress meetings with County Staff. At these meetings SIGMA will discuss the project schedule, current/future work plan, and critical path items.

Task 103 Engineering Fee = \$3,235.00

Task 100 Total Engineering Fee = \$6,285.00

## Task 200 Data Collection

SIGMA will collect existing data for the project area to be used in completing the scope of services for this project. Sources of existing data include:

- Escambia County for aerial imagery and topographical information
- NRCS for soils survey information
- FEMA for existing floodplain and floodways
- NWI for existing wetland coverage
- Escambia County for existing Eleven Mile Creek Basin Study

Once all available data is gathered, SIGMA will visit the site to verify the accuracy of the existing information.

Task 200 Total Engineering Fee = \$3,850.00

## Task 300 Preliminary Engineering Assessment

## Task 301 Preliminary Engineering Assessment Report

SIGMA will prepare a Preliminary Engineering Assessment documenting the damage to the Green Hills Road culvert. SIGMA will develop a photographic essay of the existing conditions and a description of the roadway/stormwater infrastructure geometry prior to the rainfall event. SIGMA will provide the engineering services necessary to develop recommendations to repair and/or upgrade the roadway and/or stormwater infrastructure on Green Hills Road.

In this report SIGMA will estimate the cost to:

- Replace the culvert in-kind
- Apply County Codes and Standards to culvert
- Hazard Mitigation at culvert crossing to provide sustainability for the future

Included in the report will be the opinion of probable construction cost estimates for the above scenarios based on recent historical bid information, photos documenting the damage, estimated and/or measured dimensions of damaged areas, and recommendations for repair.

Task 301 Engineering Fee = \$5,240.00

## Task 302 Hydrology and Hydraulics Modeling

SIGMA will utilize Streamline Technologies, Interconnected Pond and Channel Routing (ICPR) and/or USACE, Hydraulic Engineering Centers River Analysis System (HEC-RAS) to develop a hydrologic and hydraulic model for the existing culvert crossing on Green Hills Road. The model will be utilized to develop the final design for the culvert in Task 601.

**Task 302 Engineering Fee = \$8,940.00** 

## Task 303 Pond and Floodplain Restoration Siting Report (Optional Services)

SIGMA will prepare a Pond/Floodplain Siting Report to identify detention pond/storage sites in the project area. In this report SIGMA will analyze three (3) potential pond sites and up to three (3) floodplain expansion sites using Streamline Technologies, Interconnected Pond and Channel Routing (ICPR) and/or USACE, Hydraulic Engineering Centers River Analysis System (HEC-RAS) to quantify the impact each site would have on the hydraulics of the culvert design Task 601.

The final report will include the concept-level hydrologic and hydraulic (H&H) models showing net benefit of each site as well as applicable tables and figures. SIGMA will submit a draft report for one (1) review and prepare responses to comments.

Task 303 (Optional Services) Engineering Fee = \$3,880.00

Task 300 (Optional Services) Engineering Fee = \$3,880.00 Task 300 Total Engineering Fee = \$14,180.00

## Task 400 Survey

## Task 401 Topographical Survey: Green Hills Road

SIGMA will be utilizing an existing survey completed by Escambia County for the culvert replacement portion of the project. SIGMA's subconsultant will provide the site specific surveying services necessary to verify the vertical datum used in the County survey as well as establish/verify the horizontal location of existing utilities on Green Hills Road. The survey will include providing topographic channel sections extending both 300 feet upstream and downstream of the culvert as well as roadway centerline spots extending 500 feet up station and down station of the culvert.

This task includes establishing horizontal and vertical control for the project in State Plane Coordinates on North American Datum 1983 and North American Vertical Datum 1988; respectively.

Task 401 Survey Lump Sum Fee = \$3,000.00 Task 401 Engineering Fee = \$880.00

 $Task\ 400\ Total\ Fee = \$3,880.00$ 

## Task 500 Geotechnical Investigation

## Task 501 Soil Borings: Green Hills Road

SIGMA's subconsultant will provide geotechnical engineering services necessary to perform two (2) 15 foot soil borings at the Green Hills Road culvert location. The subconsultant will provide a letter summarizing the results of the soil boring including soil classification, soil permeability, and depth to seasonal high water table. The summary letter will also include recommendations on culvert foundation/bedding preparation and roadway pavement recommendations.

Task 501 Geotechnical Lump Sum Fee = \$1,500.00 Task 501 Engineering Fee = \$460.00

Task 500 Total Fee = \$1,960.00

## Task 600 Design

## Task 601 Culvert Design

SIGMA will provide the engineering services necessary to construct a relief culvert with future capacity for expansion. The primary culvert will be based on the in-kind replacement of the double-barrel pipe culvert (or hydraulically equivalent system). The secondary culverts will be blocked-out on the upstream headwall (in the interim condition) and modified to weir openings at a later date.

**Task 601 Engineering Fee = \$5,300.00** 

Task 600 Total Engineering Fee = \$5,300.00

## Task 700 Construction Plans: Green Hills Road Culvert

SIGMA will prepare a set of construction plans for the construction of the Green Hills Road Culvert Replacement.

## Task 701 Key Sheet

SIGMA will prepare a Key Sheet including the following information:

- Project title, title of phase submittal, and date
- Names of the Board of County Commissioners for each district
- An index of drawings and sheet numbers
- The name of the Engineer of Record, Architect or Landscape Architect of Record and registration number
- Firm, the name, address, consultant contract number, certificate of authorization number and vendor number of the firm
- The County Project Manager's name will be shown for consultant prepared plans
- If shop drawings are anticipated for a project, the name(s) and address(es) of the Delegated Engineer(s) for shop drawing review(s) will be shown on the sheet

Task 701 Engineering Fee = \$555.00

#### Task 702 General Notes

SIGMA will prepare a General Notes Sheet including notes to prospective contractors containing project specific information pertaining to Local, State, and Federal standards.

Task 702 Engineering Fee = \$1,060.00

#### Task 703 SWPPP Notes

SIGMA will prepare a Stormwater Pollution Prevention Plan Notes sheet to document the designer's site evaluation and selection of control measures and other items to comply with the terms and conditions of the State of Florida Department of Environmental Protection Generic Permit for Stormwater Discharges from Large and Small Construction Activities (FDEP Generic Permit). The complete SWPPP includes several items: a narrative description, the documents referenced in the narrative, a site map, the contractor's approved Erosion and Sediment Control Plan, the SWPPP Notes sheet, and reports of inspections made during construction.

Task 703 Engineering Fee = \$1,060.00

#### Task 704 Green Hills Road: Culvert Plan/Profile

SIGMA will prepare a roadway plan and profile sheet containing the following information:

- The project's complete horizontal and vertical alignment for the centerline of construction of the roadway
- Various roadway elements such as pavement width, medians, paved shoulders, curbs, drainage elements, tapers, turn provisions, and intersecting roadways
- All plan sheets will be prepared on standard formatted sheets that are contained on the County FTP Site
- Plotting will be done at a horizontal scale of 1" = 40' for urban jobs. For rural jobs, the scale should typically be from 1" = 100' or 1" = 200' horizontally, depending on the project specific details.
- If a project layout sheet is not included in the plans set, provision will be made on the first planprofile sheet to show applicable project notes.
- In lieu of showing utility relocations on a Utility Adjustment Sheet, existing (and proposed utilities where applicable) will be shown on this sheet. A Utility Conflict Matrix will be added to the General Notes Sheet.

Task 704 Engineering Fee = \$5,440.00

#### Task 705 Green Hills Road: Culvert Cross Section

SIGMA will prepare a roadway drainage structure sheet containing the following information:

- Drainage structure sheets show the drainage structures, their location, cross section, flow line
  elevations of all weirs or slots, top of grates, culverts and top of manhole elevations, and similar
  data
- Drainage structure sheets also show the vertical relationships of the entire drainage system
- During the process of design/placement of the drainage structures, potential conflicts with existing or proposed utilities will be identified and resolved early, thereby avoiding costly time delays during the construction phases
- The existing ground line for rural projects will be shown at the location of the structure, with the existing elevation placed immediately below the ground line at the survey baseline. No existing structures will be shown except those to be incorporated into the proposed drainage system or otherwise modified. These will be shown and their flow line elevations noted. Where storm drains run laterally or diagonally across the project, the drawing should show the pipe cover.
- The roadway template and proposed structures will be shown, with the proposed profile grade elevation placed above the grade point. The structure will be located by station and offset to the centerline of construction. Flow line information will be provided at each structure and at each culvert end. Structures are to be plotted in detail according to the applicable index of the Design Standards, with walls, grates, tops, pipes, etc. shown.
- Cross drain sections will include the size and length for each proposed structure. Box and three-sided culvert lengths will be shown on the drainage structure sheet.
- All structure locations will be checked and R/W shown where the R/W may have potential impact on construction of a structure.
- For each drainage structure, all necessary information will be shown by note, including, as appropriate: size, end treatment and flow lines, as well as structure, index and station number.

Task 705 Engineering Fee = \$2,910.00

### Task 706 Details

SIGMA will prepare special details sheets will be included in the plans set if the project contains areas that require special attention to some construction elements. Construction details that are not covered in FDOT Design Standards booklet or elsewhere in the plans set will be shown on the special details sheet. This sheet will be prepared on a standard plan format. Any convenient scale may be used, provided the information shown is clear and legible. Details shown will be clear, legible, labeled, completed in all respects and should be adequately cross-referenced in the plans set.

Task 706 Engineering Fee = \$2,070.00

Task 700 Total Engineering Fee = \$13,095.00

## Task 800 Bidding Assistance

#### Task 801 Bid Tabulation

SIGMA will prepare a Bid Tabulation to be completed by prospective bidders containing the following information:

- Pay item number
- Description of pay item
- Quantity and unit of measure
- Blank line for Contract Unit Price
- Blank line for Unit Price Extension

Task 801 Engineering Fee = \$2,620.00

#### Task 802 Pre-bid Conference

SIGMA will attend a pre-bid conference and be available to answer questions concerning the Construction Contract documents. SIGMA will draft meeting minutes and distribute.

Task 802 Engineering Fee = \$1,440.00

## Task 803 Respond to Requests for Additional Information (Optional Services)

SIGMA will answer additional questions concerning the interpretation of plans, specifications, and Construction Contract provisions. SIGMA will create and distribute addenda, as necessary.

Task 803 (Optional Services) Engineering Fee = \$2,200.00

## Task 804 Verify Bids

SIGMA will review bids received for completeness and correctness. SIGMA will verify the apparent low bidder.

Task 804 Engineering Fee = \$720.00

Task 800 (Optional Services) Engineering Fee = \$2,200.00 Task 800 Total Engineering Fee = \$4,780.00

## **Task 900 Construction Assistance**

#### Task 901 Construction Observation

SIGMA will attend a Pre-construction Conference and be available to:

- Interpret plans, specifications, and Construction Contract provisions
- Analyze changes to the plans, specifications, or Construction Contract provisions and extra work
  which appears to be necessary to carry out the intent of the Contract when it is determined that a
  change or extra work is necessary and such work is within the scope and intent of the original
  Construction Contract. Recommend action on such changes to the County.
- Review shop drawing/sample submittals for conformance with the Construction Specifications
- Discuss weekly milestones, critical path items, and respond to questions from the Contractor to facilitate the construction of the project.
- Professional engineering staff will be available for milestone field inspections and interpretation of contract documents on as needed basis limited to the manhours budgeted for this task.

Task 901 Engineering Fee = \$5,410.00

## Task 902 As-built Certification

SIGMA will utilize the Contractor's as-built set of plans to develop a final set of as-built drawings that will be provided to the County in electronic format.

Task 902 Engineering Fee = \$2,030.00

Task 900 Total Engineering Fee = \$7,440.00

## Task 1000 Subsurface Utility Exploration (Optional Services)

SIGMA's subconsultant will provide the services necessary to provide utility exploration "soft digs" to locate potential utility conflicts within the limits of the project. The soft dig locations will be surveyed and incorporated into the project design.

Task 1000 (Optional Services) Subconsultant Fee = \$1,800.00 Task 1000 (Optional Services) Total Engineering Fee = \$760.00 Task 1000 (Optional Services) Total Fee = \$2,560.00

## Task 1100 Property Acquisition Coordination (Optional Services)

## Task 1101 Property Acquisition: Boundary Sketch & Description(s)

SIGMA's subconsultant will be available to prepare Boundary sketch and descriptions for property acquisition for up to three (3) parcels.

Task 1101 (Optional Services, per Sketch) Survey Fee = \$600.00 Task 1101 (Optional Services) Survey Fee = \$1,800.00 Task 1101 Engineering Fee = \$890.00

## Task 1102 Easements: Legal Sketch & Description(s)

SIGMA's subconsultant will be available to prepare legal sketch and descriptions for drainage easement acquisition for up to three (3) easements.

Task 1102 (Optional Services, per Sketch) Survey Fee = \$600.00 Task 1102 (Optional Services) Survey Fee = \$1,800.00 Task 1102 Engineering Fee = \$890.00

Task 1100 (Optional Services) Survey Fee = \$3,600.00 Task 1100 (Optional Services) Engineering Fee = \$1,780.00 Task 1100 (Optional Services) Total Fee = \$5,380.00

The remainder of the project (Phase II) Scope and Fee will be negotiated upon completion of Task 1100 and associated Task 303.

Total Project Subconsultant (Lump Sum) Fee = \$4,500.00 Total Project Engineering (Lump Sum) Fee = \$56,270.00 Total Project (Optional Services) Fee = \$14,020.00

 $Total\ Project\ Fee = \$74,790.00$ 

## **Deliverables (Phase I):**

Reports:

Preliminary Engineering Assessment Report Pond and Floodplain Restoration Siting Report (Optional Services)

SIGMA will provide two (2) plan submittals containing the following sheets:

## **60% Construction Plans**

#### **Submittal**

Three (3) hard copies & 1 PDF copy of 11" x 17" drawings; Scale of plan/profile drawings will be 1"=40". The drawings/items to be submitted list as follows:

Key Sheet	1 sheet
General Notes	1 sheet
SWPPP Notes	1 sheet
Culvert Plan/Profile	1 sheet
Culvert Cross Section	1 sheet
Details	1 sheet
	6 sheets

#### 60% Critical Path Items

Survey and plan preparation are the critical path items for this submittal. These items will be necessary to finalize the repair plan for the project limits. The final submittal and cost estimating will begin when the proposed repair plan is formally reviewed and commented on by Escambia County.

## **Final Construction Plans**

#### **Submittal**

3 copies of 11" x 17" drawings; Scale 1"=40'

One (1) CD copy of ACAD drawing files

One (1) PDF copy of drawings

One (1) copy of project bid tabulation

One (1) copy of survey

One (1) electronic copy of all information listed above

## **Meetings:**

One (1) Field Meeting

Two (2) Project Review Meetings

One (1) Utility Coordination Meeting

Four (4) Construction Meetings

## **Schedule:**

Sigma plans to complete this Scope of Work within 150 calendar days from notice to proceed.

#### ENOINEERING SERVICES FOR PD 14-15.026 Green Hills Road PHASE I Culvent Replacement

#### Manhour Estimate Revised 03/23/2015

	Engineering						
Task Description	Engineer (hours)	Admin (hours)	Sr. Inspector (hours)	CADD (hours)	Sr. Engr. (hours)	Subconsultant Fee	Engineerin Fee
Task 100 Coordination Meetings	1					<b></b>	
Task 101 Kickoff Meeting		2	<del> </del>	<b>—</b>	_	1	\$ 1,525.
Task 102 Utity Coordination Meeting	<del>                                     </del>	2	_	- i	1		\$ 1,525.
Task 103 County Staff Progress Meetings	16	6	<del></del>			<del></del>	3 3,235.
rasa rea county dan propers weetings	<del></del>				<u> </u>		7,275
Task 200 Data Collection	24		-	- 8	2		\$ 3,850
institution of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the co	<del></del>	— <u> </u>			<del></del>		3,222
Task 300 Pretiminary Engineering Assessment							
Task 201 Pretminery Engineering Assessment Report	32	4		8	8		\$ 5,240.
Yask 302 Hydrology and Hydraulics Modeling	60	2	·	24	1		\$ 8,940.
Task 303 Pond Siting and Floodplain Restoration Siting Report (Optional Services)	20	2	1	8	8		\$ 3,880.
	1						
Task 400 Survey	1	1	<b></b>				i
Task 401 Topographical Survey: Green Hills Road	2	1	1	2	4	\$ 3,000.00	\$ 550.
F. H. F. Ann. William C. A. L. Comp. C. Comp.		1				1	1
Task 600 Geotechnical Investigation	1		1			1	
Task 501 Soil Borings: Green Hills Road	2	T			2	\$ 1,500.00	\$ 460.
			i				
Task 600 Design	1		i				Í
Task 601 Culvert Design	40	2	<del> </del>		8		\$ 5,200.
Task 700 Construction Plans: Green Hills Road Culvert							
Task 701 Key Sheet	2	1 1		2	1		\$ 555.
Task 702 General Notes	4	1		4	2		\$ 1,060.
Tesk 703 SWPPP Notes	4	1		4	2		\$ 1,050
Task 704 Green Hills Road: Culvert Plan/Profile	32	1		18	4		\$ 5,440.
Yask 705 Green Hills Road: Culvert Cross Section	16	1			4		\$ 2,510
Task 706 Details	8	1		8	4		\$ 2,070
			1				
Task 800 Bidding Assistance							
Task 801 Bid Yebutation	16	2	-	4	4	<b></b>	\$ 2,620
Task 802 Pre-bid Conference		2			4		\$ 1,440
Task 803 Respond to Requests for Additional Information (Optional Services)	12	2		4	4		\$ 2,200
Task 804 Verify Bids	44	1			2	<b>!</b>	\$ 720
<u> </u>		ļ			<b>├</b>	<b></b>	
Task 900 Construction Assistance	<del></del>	<b></b> _			<u> </u>	<del></del>	<b></b>
Task 901 Construction Observation	32	6	<b></b>		14		\$ 5,410
Task 902 As-built Certification	4			16	2	ļ	\$ 2,030
	<del></del>	L		-	<b>—</b>	1 1 1 1 1 1 1	
Task 1000 Subsurface Utility Exploration (Optional Services)	4	<b></b>	1	_		\$ 1,800,00	\$ 760
	<del> </del>		ļ		<del></del>		<del>                                     </del>
Task 1100 Property Acquisition Coordination (Optional Services)	<del>                                     </del>	<del></del>	<del></del>		<b></b>		
Task 1101 Easements : Legal Sketch and Descriptions (Optional Services)		1				\$ 1,600.00 \$ 1,600.00	\$ 890
Task 1102 Property Acquisistion: Boundary Sketch and Descriptions (Optional Services)	8	1				\$ 1,800.00	\$ 890
	= 374	<del></del>	٥	127	19		
Total Manhours		49	-		\$ 125.00		<b></b>
1	\$ 105.00	\$ 50,00	\$ 70,00	13 E5.00	P 125.00		

| Total Subconsultant (Optional Services) Fee = \$ 5,400,00
| Total Engineering (Optional Services) Fee = \$ 8,220,00
| Total Optional Services Fee = \$ 14,020,00
| Total Subconsultant (Lump Sum) Fee = \$ 4,270,00
| Total Engineering (Lump Sum) Fee = \$ 6,270,00
| Total Lump Sum Fee = \$ 60,770,00

Total Project Fee = \$ 74,790.00



# BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-7616 County Administrator's Report 12. 16.
BCC Regular Meeting Budget & Finance Consent

**Meeting Date:** 04/09/2015

**Issue:** PD14-15.027 Cameras for ECAT - Bus Entry **From:** Stephan Hall, Interim Department Director

Organization: OMB

**CAO Approval:** 

#### **RECOMMENDATION:**

Recommendation Concerning Cameras for Escambia County Area Transit - Bus Entry - Stephan Hall, Management and Budget Services Interim Department Director

That the Board award a Purchase Order for PD 14-15.027, Cameras for Escambia County Area Transit (ECAT) - Bus Entry, to Apollo Video Technology, in the amount of \$187,637.

[Funding: Fund 320, FTA Capital Fund Project, Cost Center 320416, Object Code 56408]

#### **BACKGROUND:**

The Invitation to Bid PD14-15.027 was advertised in the Pensacola News Journal on January 26, 2015. Five firms were notified on January 26, 2015. Two bids were received on March 10, 2015. Apollo Video Technology is the low, responsive bidder.

## **BUDGETARY IMPACT:**

Funding: Fund 320, FTA Capital Fund Project, Cost Center 320416, Object Code 56408.

## **LEGAL CONSIDERATIONS/SIGN-OFF:**

Purchase Order Form of Contract will be used.

### **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 Invitation to Bid PD 14-15.027 Cameras for ECAT bus entry was advertised in the Pensacola News Journal on January 26, 2015. Five firms were notified on January 26, 2105. Two bids were received on March 10, 2015. Apollo Video Technology is the low, responsive bid.

## IMPLEMENTATION/COORDINATION:

The Office of Purchase will issue the Purchase Order.

### **Attachments**

Bid Tab

#### PUBLIC NOTICE OF RECOMMENDED AWARD

BID TABULATION	DESCRIPTION: Cameras for ECAT ITB# PD 14-15.027									
Bid Opening Time: 2:00 p.m. CST Bid Opening Date: 3/10/2015 Opening Location: Rm. 11.407	Cover Sheet/ Acknowl.	Sworn Statement Pursuant to Section (287.133) (3) (a), Florida Statues, on	Drug-Free Workplace Form	Info Sheet for Trans. & Convey. Corp. ID	Addenda	Total				
NAME OF BIDDER		Entity Crimes								
Apollo Video Technology	Y	Y	Y	Y	Y	\$187,637				
Law Enforcement Supply	Y	N	N	N	Y	\$235,574.77				
BIDS OPENED BY:	Joe Pillitar	y, CPPO, CPPB, Purch	asing Coordinato	r DATI	E: March 10, 2015					
BIDS WITNESSED BY:	Lori Kistle	r, SOSA		DATI	E: March 10, 2015					
BIDS TABULATED BY:	Lori Kistle	r, SOSA		DATI	E: March 10, 2015					

CAR BOCC DATE 4/9/2015 DATE 4/9/2015

The Purchasing Manager/Designee recommends to the BCC: To award a Purchase Order to Apollo Video Technology in the amount of \$187,637.

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.

JP/Ik



## BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-7916 County Administrator's Report 12. 17. BCC Regular Meeting Budget & Finance Consent

**Meeting Date:** 04/09/2015

**Issue:** PD 14-15.028, Central Booking and Detention Structural Analysis and

**Detail Cost of Repair** 

From: Stephan Hall, Interim Department Director

Organization: OMB

**CAO Approval:** 

#### **RECOMMENDATION:**

Recommendation Concerning Central Booking and Detention Structural Analysis and Detail

Cost of Repair - Stephan Hall, Management and Budget Services Interim Department Director

That the Board approve and authorize the County Administrator to sign the Agreement between Escambia County and Hatch Mott MacDonald Florida, LLC, per the terms and conditions of PD 14-15.028, Central Booking and Detention Structural Analysis and Detail Cost of Repair, for a lump sum of \$99,987.

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

#### **BACKGROUND:**

The Federal Emergency Management Agency (FEMA) is requiring the County to provide a structural analysis and detailed scope of repair in order for their staff to prepare a Project Worksheet (PW) at the Central Booking and Detention Facility (CBDF). The purpose of this report is to provide FEMA with an estimated cost to repair the facility back to its original state prior to events of April 29, 2014. A formal Request for Letters of Interest (RLI) solicitation was sent out with three Architectural and Engineering (AE) firms submitting packages on February 9, 2015. The selection committee received presentations from all three firms on February 20, 2015 and ranked the team of Hatch Mott MacDonald (HMM) and Hellmuth, Obata & Kassabaum (HOK) as the number one AE firm. Fee negotiations were held on March 17, 2015 and March 20, 2015. The committee agreed upon a price of \$99,987.00 to provide the structural analysis and completed report within 45 days of their notice to proceed. FEMA will reimburse the County for all costs associated with this report.

Request for Letters of Interest, PD 14-15.028, Central Booking and Detention Structural Analysis and Detail Cost of Repair were publicly noticed on Monday, January 26, 2015 to seventy firms. Responses were received from three firms on Monday, February 9, 2015.

Hatch Mott MacDonald Florida, LLC. was ranked on Friday, February 20, 2015 by the selection committee.

#### **BUDGETARY IMPACT:**

Funding: Fund 501, Internal Service Fund, Cost Center 140836

#### **LEGAL CONSIDERATIONS/SIGN-OFF:**

Attorney Standard Form of Contract, Form G Consulting Services for Stand-Alone Services will be used.

#### PERSONNEL:

All work associated with this recommendation was done in-house and no additional staff was required.

#### POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Code of Ordinances of Escambia County, FL 1999, Chapter 46, Finance, Article II, Purchases and Contracts and Florida Statute 287.055, Competitive Consultants Act. Request for Letters of Interest, PD 14-15.028, Central Booking and Detention Structural Analysis and Detail Cost of Repair were publicly noticed on Monday, January 26, 2015 to seventy firms. Responses were received from three firms on Monday, February 9, 2015. Hatch Mott MacDonald Florida, LLC was ranked on Friday, February 20, 2015 by the selection committee.

#### **IMPLEMENTATION/COORDINATION:**

The Office of Purchasing will issue the Attorney's Standard Form of Contract Form G, Consulting Services for Stand-Alone Services and Purchase Order.

#### **Attachments**

Agreement with Exhibits

## STANDARD PROFESSIONAL CONSULTING SERVICES CONTRACT DOCUMENTS

**FOR** 

## AGREEMENT BETWEEN ESCAMBIA COUNTY

AND

Hatch Mott MacDonald Florida, LLC

PD 14-15.028, Central Booking & Detention Structural Analysis and Detail Cost of Repair

FORM G: CONSULTING SERVICES FOR STAND-ALONE PROJECTS

(Revised July 11, 2013)

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#### AGREEMENT

THIS AGREEMENT is made and entered into this 9th day of April, 2015, by and between Escambia County, a political subdivision of the State of Florida (hereinafter referred to as "the County"), whose address is 221 Palafox Place, Pensacola, Florida 32502, and Hatch Mott MacDonald Florida, LLC, a for-profit corporation authorized to transact business in the State of Florida, whose address is 5111 North 12th Avenue, Pensacola, Florida 32504, and whose Federal tax identification number is 59-1294824 (hereinafter referred to as the "Consultant").

## ARTICLE I DEFINITIONS AND IDENTIFICATIONS

For purposes of this Agreement and the various covenants, conditions, terms, and provisions which follow, the definitions and identifications set forth below are assumed to be true and correct and are, therefore, agreed upon by the parties.

- 1.1 <u>BOARD OF COUNTY COMMISSIONERS:</u> The Board of County Commissioners of Escambia County, Florida, means the governing body of the Escambia County Government.
- 1.2 <u>CONSULTANT:</u> Hatch Mott MacDonald Florida, LLC is the Consultant selected to perform professional services pursuant to this Agreement.
- 1.3 <u>CONTRACT ADMINISTRATOR:</u> Whenever the term "Contract Administrator" is used herein, it is intended to mean George Bush, Division Manager, Facilities Management. In the administration of this contract, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Contract Administrator.
- 1.4 <u>CONTRACT SERVICES:</u> The intent of this Contract is to make available certain professional consultant services to Escambia County as outlined herein.
- 1.5 <u>COUNTY:</u> Escambia County is a body corporate and politic and a political subdivision of the State of Florida.
- 1.6 <u>LUMP SUM COMPENSATION</u>: Lump sum computation refers to the method of payment under this Agreement for the professional services of the Consultant.
- 1.7 <u>NOTICE TO PROCEED:</u> A Notice to Proceed is the written authorization issued by the County or the Contract Administrator to commence the Project.
- 1.8 <u>PROJECT:</u> It is the intent of this Agreement that the Consultant provide to the County certain professional services for PD 14-15.028, Central Booking & Detention Structural Analysis and Detail Cost of Repair.

## ARTICLE 2 PREAMBLE

In order to establish the background, context, and frame of reference for this Agreement and to generally express the objectives and intentions of the respective parties herein, the following statements, representations, and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

- 2.1 Under this Agreement, Escambia County will budget funds during Fiscal Year(s) 14-15 in the amount of Ninety Nine Thousand Nine Hundred Eighty Seven Dollars (\$99,987.00) for this Project.
- 2.2 The Board of County Commissioners has met the requirements of the Consultants' Competitive Negotiation Act, as contained in Section 287.055, Florida Statutes, as amended, and has selected the Consultant to perform the services hereunder.
- 2.3 Negotiations pertaining to the services to be performed by the Consultant were undertaken between Consultant and a committee selected by the Board of County Commissioners, and this Agreement incorporates the results of such negotiation.

## ARTICLE 3 SCOPE OF WORK

The Consultant will provide certain professional consultant services for the tasks outlined in Escambia County's Request for Letters of Interest (RLI) in Specification No. PD 14-15.028, Central Booking & Detention Structural Analysis and Detail Cost of Repair, and as represented in the Consultant's Letter of Interest response to PD 14-15.028, subsequent interview, and proposal presentation. In the event of a conflict between the terms of the proposal and this Agreement, the terms of this Agreement shall prevail.

- 3.1 The basic services to be provided are set forth in Exhibit "A," attached hereto and incorporated by reference herein, and unless otherwise specified, such services shall be completed in accordance with the standard care in the profession at the time such services are rendered.
- 3.2 Such services, generally, shall include those services performed by a consultant, its employees, and subcontractors, as more specifically enumerated in the Scope of Work of Exhibit "A" and any other services specifically included therein.
- 3.3 The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the Consultant under this Agreement. The consultant shall, without additional compensation, correct or revise any errors or omissions in its designs, drawings, specifications, and other services furnish pursuant to the Agreement.

- (a) Neither the County's review, approval or acceptance of, nor payment for, the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and the Consultant shall be and remain liable to the County in accordance with applicable law for all damages to the County caused by the Consultant's negligent performance of any of the services furnished under this Agreement.
- (b) The rights and remedies of the County provided for under this Agreement are in addition to any other rights and remedies provided by law.
- (c) If the Consultant is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.
- 3.4 The Consultant shall accomplish the design services required under this Agreement so as to permit the award of a contract at a price that does not exceed the estimated construction contract price as set forth in paragraph (b) below. When bids or proposals for the construction contract are received that exceed the estimated price, the Consultant shall perform such redesign and other services as are necessary to permit contract award within the funding limitation. These additional services shall be performed at no increase in the price of this Agreement. However, the Consultant shall not be required to perform such additional services at no cost to the County if the unfavorable bids or proposals are the result of conditions beyond its reasonable control.
  - (a) The Consultant will promptly advise the County if it finds that the project being designed will exceed or is likely to exceed the funding limitations, and it is unable to design a usable facility within these limitations. Upon receipt of such information, the County will review the Consultant's revised estimate of construction cost. The County may, if it determines that the estimated construction contract price set forth in this Agreement is so low that award of a construction contract not in excess of such estimate is improbable, authorize a change in scope or materials as required to reduce the estimated construction cost to an amount within the estimated construction contract price set forth in paragraph (b) below, or the County may adjust such estimated construction contract price. When bids or proposals are not solicited or are unreasonably delayed, the County shall prepare an estimate of constructing the design submitted and such estimate shall be used in lieu of bids or proposals to determine compliance with the funding limitation. In the event the county increases the amount in (b) below the compensation to the consultant may be increased equitably.
  - (b) The estimated construction contract price for the project described in the Agreement is \$N/A.
- 3.5 The Consultant may be liable for County costs resulting from negligent, reckless or intentionally wrongful errors or omissions in designs furnished under this Agreement, or failure to timely perform its services under this Agreement. Therefore, when a modification to a construction contract is required because of a negligent, reckless or intentionally wrongful error or omission in the services provided under this Agreement, the County (with the advice of technical personnel and legal counsel) shall consider the extent to which the Consultant may be reasonably liable. The County shall enforce such liability and collect the amount due, if the recoverable cost will exceed the administrative cost involved or is otherwise in the County's interest.

## ARTICLE 4 TIME FOR PERFORMANCE

- 4.1 The schedule for completion of the Consultant's services shall be in accordance with Exhibit "B," which is attached hereto and made a part hereof. Such schedule may be modified from time to time upon the mutual consent of the County and the Consultant.
- 4.2 These services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. The Consultant's schedule for the performance of its services shall include allowances for periods of time required for the County's review and for its approval of submissions by the Consultant. Time limits established by this schedule, which are hereby approved by the County, shall not be exceeded by the Consultant, except for reasonable cause.
- 4.3 Prior to beginning the performance of any basic services under this Agreement, the Consultant must receive in writing a Notice to Proceed from the Contract Administrator.

## ARTICLE 5 COMPENSATION AND METHOD OF BILLING AND PAYMENT

- 5.1 <u>COMPENSATION:</u> The County agrees to pay the Consultant, as compensation for its services under Section 3.1 of this Agreement, an aggregate fee for certain project tasks pursuant to the fee schedule set forth in Exhibit "C," attached hereto and made a part hereof. At the completion of each task, the Consultant will be compensated by a lump sum amount, which has been negotiated for that task, unless otherwise mutually agreed to by the parties hereto. The total fee for all such services, to be performed by the Consultant, including costs, direct expenses, and any other charges described in Section 5.3, is to be paid as follows: A lump sum amount of Ninety Nine Thousand Nine Hundred Eighty Seven Dollars (\$99,987.00). Final payment will be subject to approval by the Board of County Commissioners.
- 5.2 <u>FEE SCHEDULE:</u> The "fee schedule," as used herein, shall mean the charges shown in Exhibit "C" for certain tasks to be performed by the Consultant. Such fees shall include, all inclusively the Consultant's salaries of professional and administrative staff, sick leave, vacation, unemployment, excise and payroll taxes, contributions for social security, unemployment compensation insurance, retirement benefits, medical and insurance benefits, air travel, auto travel, telephone, facsimile, reproduction costs, other routine overhead expenses, profit, and all other expenses of every type.
- 5.3 <u>DIRECT EXPENSES</u>: Direct expenses are those expenses directly attributable to the Project, which will be exclusively borne by Consultant, and are included in its aggregate fee, they shall include, but not be limited to, the following:
  - (a) Transportation expenses in connection with the Project.
  - (b) Living expenses in connection with travel and any other travel expenses.
  - (c) Long distance communications and other miscellaneous budget expenses.
  - (d) Cost of printing plans, drawings, and specifications which are required by or of the Consultant to deliver the services set forth in this Agreement. The Consultant agrees and understands that it will furnish to the County two (2) sets of all Project plans, reports, and specifications in a bound format acceptable to the County.

(e) Cost of any software or hardware used or developed for the Project, including CAD/CADD time.

#### 5.4 <u>METHOD OF BILLING AND PAYMENT:</u>

(a) For lump sum contracts, the Consultant may submit bills to the County at the completion and approval of each task or at the partial completion of a task on a pro-rata basis. However, requests for payment shall not be made more frequently than once a month. The Consultant shall submit such monthly statements identifying the nature of the work performed.

Calculations shall be made monthly of the amount and value of the work accomplished and services performed by the Consultant which meet the standards of quality established under this Agreement. The estimates shall be prepared by the Consultant and accompanied by such supporting data as required by the Contract Administrator.

- (b) The County agrees that it shall pay the Consultant within forty five (45) business days of receipt of the Consultant's statement provided that the invoice is correct and is consistent with the terms of this Agreement.
- (c) Payments under this Agreement and interest on any late payments shall be governed by the Florida Prompt Payment Act, §§ 218.70, et seq., as amended.

#### 5.5 NOTICES:

- (a) Any notice, invoice, payment, or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or other private courier service, such as Federal Express.
- (b) Unless otherwise notified in writing of a new address, notices, payment, and invoices shall be made to each party at the below listed addresses. Rejection, or other refusal by the addressee to accept, or the inability of the courier service, or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.
- (c) Payments and Notices to the Consultant shall be made to:

Hatch Mott MacDonald Florida, LLC 5111 North 12th Avenue Pensacola, Florida 32504

(d) Invoices to the County shall be sent to: Notices to the County shall be sent to:

George Bush Division Manager Facilities Management 100 East Blount Street Pensacola, FL 32501 Jack R. Brown County Administrator P.O. Box 1591 Pensacola, Florida 32597-1591

### ARTICLE 6 ADDITIONAL SERVICES AND CHANGES IN SCOPE OF WORK

6.1 The County or the Consultant may request changes that would increase, decrease, or otherwise modify the Scope of Work to be provided under this Agreement. Such changes must be in accordance with the procurement policies of the County and must be contained in a written amendment, executed by the parties thereto, with the same formality and of equal dignity prior to any deviation from the terms of this Agreement, including the initiation of any extra work.

## ARTICLE 7 COUNTY'S RESPONSIBILITIES

- 7.1 The County shall furnish to the Consultant, as required for performance of the Consultant's basic services, all available data prepared by or the result of the services of others, including without limitation (as may be appropriate): building plans and related drawings, core borings, probings, and subsurface explorations, hydraulic surveys, laboratory tests, and inspections of samples, materials, and equipment, appropriate professional interpretations of all of the foregoing; environmental assessments and impact statements, appropriate professional interpretations of all of the foregoing; property boundary, easement, rights-of-way, topographic and utility surveys; property descriptions; zoning, deed, and other land use restrictions; and any other special data or consultations relating to this Project.
- 7.2 The County shall arrange for access to and make all provisions for the Consultant to enter upon public and private property as required for the Consultant to perform its services.
- 7.3 Within a reasonable time so as not to delay the services of the Consultant, the County shall examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by the Consultant, obtain advice of an attorney, insurance counselor, or other Consultants, as the County deems appropriate, for such examinations and the rendering, if required, of written opinions pertaining thereto.
- 7.4 The County shall furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
- 7.5 The County shall give prompt written notice to the Consultant whenever the County observes or otherwise becomes aware of any development that affects the scope of timing of the Consultant's services, or any defect in the work of the Consultant.

## ARTICLE 8 CONSULTANT'S RESPONSIBILITIES

#### 8.1 QUALITY OF SERVICES:

- (a) The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished pursuant to this Agreement.
- (b) To that end, the Consultant shall correct or shall revise, without additional compensation, any errors or omissions in its work product or shall make such revisions

as are necessary as the result of the failure of the Consultant to provide an accurate, more efficient, and properly constructable product in its designs, drawings, specifications, or other services.

- (c) The County's review/approval/acceptance of or payment for the services required by this Agreement shall NOT be construed to operate as a waiver of any rights or of any cause of action arising out of the performance of this Agreement. Additionally, the Consultant shall be and remain liable to the County in accordance with applicable law for all damages to the County caused by the Consultant's negligent performance of any of the services furnished under this Agreement.
- (d) The rights and remedies of the County provided for under this Agreement are in addition to any other rights and remedies otherwise provided by law.

#### 8.2 CONSULTANT PROFESSIONAL REGISTRATION AND CERTIFICATION:

- (a) The design services provided to the County by the Consultant shall be certified by professional consultants registered to practice and in good standing in the State of Florida. Any project inspection services also shall be reviewed and shall be approved by such professional consultants.
- (b) The survey services provided to the County by the Consultant shall be certified by professional land surveyors registered to practice and in good standing in the State of Florida.
- (c) Permit applications to State and Federal agencies prepared by the Consultant shall be signed and shall be sealed by the Consultant, as the project's Consultant of Record. For all such permit applications, post-construction certification also shall be made by the Consultant to the appropriate State or Federal permitting agency.

### ARTICLE 9 GENERAL PROVISIONS

#### 9.1 OWNERSHIP OF DOCUMENTS:

- (a) Drawings, specifications, design, models, photographs, reports, surveys, and other data, including intellectual property of any type or description, produced by the Consultant in connection with this Agreement are and shall remain the property of the County whether the Project for which they were made is completed or not. Such ownership also shall include any electronic files developed or created of such documents.
- (b) When such documents are provided to other parties, the Consultant shall ensure return of the County's property by collecting, if appropriate, a deposit equal to the cost of reproduction. Such deposit shall be returned if the documents are timely returned in a useable condition. Otherwise, such deposit shall be retained by the Consultant.

#### 9.2 TERMINATION:

- (a) This Agreement may be terminated by either party for cause, or by the County for convenience, upon fourteen (14) days written notice by the terminating party to the other party of such termination in which event the Consultant shall be paid its compensation for services performed to termination date, including all reimbursable expenses then due or incurred to the date of termination.
- (b) Termination for cause shall include, but not be limited to, misuse of funds, fraud, lack of compliance with applicable rules, laws, regulations, and ordinances, and failure to perform in a timely manner any provision of this Agreement.
- (c) In no event shall a termination for convenience by the County be deemed a default, and any such termination shall not subject the County to any penalty or other claim for damages. If the Consultant abandons this Agreement or causes it to be terminated, the Consultant shall indemnify the County against any loss pertaining to this termination up to a maximum of 1.3 times the full contracted fee amount of the Project. All finished or unfinished documents, data, studies surveys, drawings, maps, models, photographs, and reports prepared by the Consultant shall become the property of the County and shall be immediately delivered by the Consultant to the County.
- (d) Vendor suspension or debarment proceedings brought by County pursuant to Chapter 46, Article II, Division 2, Section 46-102, Escambia County Code of Ordinances, shall be grounds for immediate termination of this Agreement.

#### 9.3 RECORDS:

- (a) The Consultant shall keep such records and accounts and shall require any subcontractors to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement and any expenses for which the Consultant expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by the County, and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by the County of any fees or expenses based upon such entries.
- (b) The Consultant acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. In the event the Consultant fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any right or remedy and after giving the Consultant and its surety, if any, seven (7) days written notice, during which period the Consultant still fails to allow access to such documents, terminate the employment of the Consultant. In such case, the Consultant shall not be entitled to receive any further payment. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the Consultant (excluding monies owed the Consultant for subcontractor work).

- 9.4 <u>NO CONTINGENT FEES</u>: The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the County shall have the right to terminate the Agreement without liability and at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.
- 9.5 <u>SUBCONTRACTORS</u>: The County approves the use of subcontractors by the Consultant. In the event the Consultant, during the course of the work under this Agreement, requires the services of any subcontractors or other professional associates in connection with services covered by this Agreement, it must secure the prior written approval of the County for employment of such subcontractors.
- 9.6 <u>ASSIGNMENT</u>: This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the Consultant, without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

#### 9.7 HOLD HARMLESS AND INDEMNIFICATION OF COUNTY:

The Consultant agrees to hold harmless and indemnify the County and its agents, officers, and employees from all liabilities, damages, losses, and costs, including attorneys' fees and paralegals' fees, incurred by County to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Consultant or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Consultant, or by any other person for whom the Consultant is legally liable. Consultant's obligation as provided herein shall be limited to its proportionate share of liability to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Consultant or by any person, firm or corporation to whom any portion of the Work is subcontracted by Consultant, and Consultant shall not be required to indemnify and hold harmless County where County's negligence, recklessness, or intentional wrongful misconduct is determined by a court of competent jurisdiction to be the sole cause of its liabilities, damages, losses and costs, including attorney's and paralegal fees.

County and Consultant agree one percent (1%) of the Contract Amount paid by County to Consultant shall be given as separate consideration for this indemnification, and any other indemnification of County by Consultant provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Consultant by Consultant's acceptance and execution of the Agreement.

Consultant agrees that such indemnification by the Consultant relating to any matter which is the subject of this Agreement shall extend throughout the term of this Agreement and any statutes of limitations thereafter. The Consultant's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

- 9.8 INSURANCE: The Consultant is required to carry the following insurance:
  - (a) Commercial General Liability with \$1,000,000 minimum per occurrence, including coverage parts of bodily injury, property damage, broad form property damage, personal injury, independent contractors, blanket contractual liability, and completed operations.
  - (b) Automobile Liability with \$1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.
  - (c) Professional Liability coverage with \$1,000,000 minimum limit, except where the estimated construction contract price for the project described in the Agreement is greater than \$5 Million dollars, the minimum limit of professional liability coverage shall be equal to 25% of the estimated construction contract price for the project. Said coverage shall be continuously maintained and in effect for a period of not less than **five** (5) years from the effective date of this Agreement. The policy limit of liability shall not include legal fees and other defense costs. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the effective date of this Agreement and shall not be advanced.

If at any time during the aforementioned policy period there should be a cancellation, non-renewal, or lapse in coverage, professional liability coverage shall be extended for the remainder of the five year period with a supplemental extended reporting period (SERP) endorsement to take effect upon expiration of the policy period referenced above. The limits of liability applicable to the SERP coverage shall be equal to the limits of liability applicable to the policy referenced above and to which the endorsement attaches.

- (d) Florida statutory workers' compensation and employers' liability with employer's liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease.
- (e) It is understood and agreed by the parties that in the event that the Consultant, as defined in Section 1.2, consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.
- (f) All liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be a minimum financial size of VII, according to the latest edition of the A.M. Best Key Rating Guide. An A or better Best Rating is referred; however, other ratings if "Secure Best Ratings" may be considered. Liability policies shall be underwritten on the occurrence basis, except the professional and environmental impairment coverage may be provided on a claims made basis. Escambia County and the Board of County Commissioners shall be "additional insured's" on all liability policies (except professional liability). Certificates of insurance shall be provided to Claudia Simmons, Purchasing Manager, P.O. Box 1591, Pensacola, Florida 32597-1591 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County and shall provide for a minimum of thirty (30) days notice of cancellation. Escambia County and the Board of County Commissioners also shall be the certificate holders.

#### 9.9 REPRESENTATIVE OF COUNTY AND CONSULTANT:

- (a) It is recognized that questions in the day-to-day conduct of the Project will arise. The Contract Administrator, upon request by the Consultant, shall designate and shall advise the Consultant in writing, persons to whom all communications pertaining to the day-to-day conduct of the Project shall be addressed.
- (b) The Consultant shall inform the Contract Administrator in writing of the representative of the Consultant to whom matters involving the conduct of the Project shall be addressed.

#### 9.10 ALL PRIOR AGREEMENTS SUPERSEDED:

- (a) This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or Agreements whether oral or written.
- (b) It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.
- 9.11 <u>TRUTH-IN-NEGOTIATION CERTIFICATE</u>: The signing of this Agreement by the Consultant shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the County determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of this Agreement.
- 9.12 <u>HEADINGS</u>: Headings and subtitles used throughout this Agreement are for the purpose of convenience only, and no heading or subtitle shall modify or be used to interpret the text of any section.
- 9.13 <u>GRATUITIES</u>: Neither the Consultant nor any of its employees, agents, and representatives shall offer or give to an officer, official, or employee of the County gifts, entertainment, payments, loans, or other gratuities. The Consultant acknowledges knowledge of the State of Florida's ethics statutes and to the extent applicable to the Consultant, the Consultant agrees to abide with such statutes.
- 9.14 <u>CONFLICT OF INTEREST</u>: The Consultant hereby certifies that it will completely disclose to the County all facts bearing upon any possible conflicts, direct or indirect, with its performance which it believes that any officer, employee, or agent of the Consultant now has or will have. Said disclosure shall be made by the Consultant contemporaneously with the execution of this Agreement and at any time thereafter that such facts become known to the Consultant. The Consultant at all times shall perform its obligations under this Agreement in a manner consistent with the best interests of the County. Failure to abide by this section shall

result in the immediate termination of this Agreement pursuant to Chapter 46, Article II, Division 4 of the Escambia County Code of Ordinances.

- 9.15 <u>SURVIVAL</u>: All other provisions which, by their inherent character, sense, and context are intended to survive termination of this Agreement, shall survive the termination of this Agreement.
- 9.16 <u>GOVERNING LAW</u>: This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue for any matter which is a subject of this Agreement shall be in the County of Escambia.
- 9.17 <u>INTERPRETATION</u>: For the purpose of this Agreement, the singular includes the plural and the plural shall include the singular. References to statutes or regulations shall include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation referred to. Words not otherwise defined that have well-known technical or industry meanings, are used in accordance with such recognized meanings. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities.
  - (a) If the Consultant discovers any material discrepancy, deficiency, ambiguity, error, or omission in this Agreement, or is otherwise in doubt as to the meaning of any provision of the Agreement, the Consultant shall immediately notify the County and request clarification of the County's interpretation of this Agreement.
  - (b) This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.
- 9.18 <u>SEVERABILITY</u>: The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance hereof shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provision.
- 9.19 <u>COMPLIANCE WITH LAWS</u>: The Consultant shall keep fully informed regarding and shall fully and timely comply with all current laws and future laws that may affect those engaged or employed in the performance of this Agreement. Without limiting the generality of the foregoing, the Consultant shall observe all rules and regulations of federal, state, and local officials relating to the subject matter of this Agreement.
- 9.20 EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY): In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, the CONTRACTOR must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONTRACTOR must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the CONTRACTOR is a state or local government, the CONTRACTOR may choose to verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment

eligibility of all employees assigned to the Agreement; and (4) include these requirement in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

- 9.21 <u>PARTICIPATION IN OTHER PROCEEDINGS</u>: At the County's request, the Consultant shall allow itself to be joined as a party in any legal proceeding that involves the County regarding the design, construction, or installation of any matter which is the subject of this Agreement. This provision is for the benefit of the County and not for the benefit of any other party.
- 9.22 <u>FURTHER DOCUMENTS</u>: The parties shall execute and deliver all documents and perform further actions that may reasonably necessary to effectuate the provisions of this Agreement.
- 9.23 <u>NO WAIVER</u>: The failure of the Consultant or the County to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of any other provision or of either party's right to thereafter enforce the same in accordance with this Agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates under each signature: Escambia County, Florida through its Board of County Commissioners, signing by its County Administrator, duly authorized to execute this Agreement through the express delegation of authority set forth in Chapter 46, Article II of the Escambia County Code of Ordinances, and Hatch Mott MacDonald Florida, LLC, signing by and through its David Skipper, P.E., Vice President, duly authorized to execute same.

		COUNTY: ESCAMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners.
		By:
Witness		Date:
Witness		BCC Approved: April 9, 2015
		CONSULTANT: Hatch Mott MacDonald Florida, LLC, a Florida Corporation authorized to do business in the State of Florida.
ATTEST: Corpo	orate Secretary	By:
By:Secretary		Date:



#### **SCOPE OF SERVICES**

# PROFESSIONAL A/E SERVICES AT ESCAMBIA COUNTY BOOKING & DETENTION FACILITY ESCAMBIA COUNTY, FLORIDA

#### March 20, 2015

#### 1.0 Purpose:

Escambia County (County) identified a need for a structural assessment and cost estimate to repair the Central Booking and Detention Facility located at 1200 West Leonard Street, Pensacola, Florida. The facility was damaged during the April 2014 flood event which included a catastrophic explosion. The assessment and estimate is for the purpose of determining the general structural condition of the building and estimated cost to repair the building to its predamaged condition. Field observations will be visual in nature and limited to areas with access. Based on our initial walk-through; there are areas of the building that are deemed unsafe and cannot be accessed. These areas will be identified along with any stipulations made to the condition of the structure, systems, and finishes in these areas. A written report with our observations, findings and opinion of probable cost to repair facility to its pre-flood condition shall be provided.

#### 2.0 Basic Services

Basic services include architecture along with structural, mechanical, electrical, plumbing, and civil engineering services. These services will utilize the 5th Edition Florida Building Code (FBC), Existing Building which becomes effective June 30, 2015. Material and air quality testing are not considered basic services and are beyond the scope for this work.

#### 3.0 Consultant Tasks

The term "Consultant" used herein, includes HMM and its sub-consultants. The term "all disciplines" used herein, includes the basic services described in Section 2.0. The following are proposed task required to complete the work:

#### 3.1 Document Review (all disciplines):

Consultant shall review plans and construction drawings to gain understanding of existing building layouts, construction materials, and methods used to build the facility. Escambia County has already provided Consultant the following drawing during Consultant's initial services for the County after the explosion:

- Escambia General Hospital structural drawings dated April 28, 1959 by Gomer E. Kraus Consulting Structural Engineers.
- Central Booking and Detention Facility civil, architectural, and MEP drawings dated August 11, 1998 by Strollo Architects Incorporated.



- Central Booking and Detention Facility Insert Housing Addition architectural, structural, and MEP drawings dated July 12, 1999 by Strollo Architects Incorporated.
- Central Booking & Detention Facility Repair and Renovations architectural and MEP drawings dated June 11, 2013 by Caldwell Associates.

#### 3.2 Field Assessments (all disciplines):

Walk-through field assessments shall be performed in order to determine the existing conditions of the facility. Field observations will be visual in nature and limited to areas with access. Areas deemed unsafe will be observed at a distance. The assessments shall document the observed damage throughout the facility. This includes damage from the flood and explosion, as well as damage to the facility from the time it has been unoccupied and unconditioned after the explosion and extrapolated to when renovations to the building would theoretically be complete. Each discipline shall document areas recommended to be renovated and/or rebuilt

The assessments include, but are not limited to:

- Civil general site and flood
- Architectural material and finishes, storefronts, security hollow metal and security hardware, miscellaneous security equipment and security furnishings, along with kitchen and laundry equipment.
- Structural concrete columns, concrete floor and roof systems, exterior and interior CMU walls, steel insert housing addition. Spot floor, column and wall surveys will be provided to check levelness and plumbness of these structural components as required.
- Security Systems security cameras, central control room equipment and electric locksets.
- Mechanical HVAC, ducts, chiller, and cooling towers
- Plumbing water, fire protection and sewer
- Electrical Power distribution systems (switchboards, panelboards, feeders, branch circuits and devices, motor control centers, and variable speed drivers), lighting systems and lighting controls, fire alarm system, lightning protection systems, telephone/data premise wiring system, intercom systems, paging systems, and emergency generator (automatic transfer switches, emergency standby generator systems, and diesel fuel systems)

#### 3.3 Structural Evaluation

In accordance with the 5th edition of the Florida Building Code, Existing Building; damaged buildings shall be evaluated by a registered professional engineer to establish whether the damage building, if repaired to it predamaged state, would comply with the provisions of the Florida Building Code, Building.

- If Yes repair to predamaged condition
- If No rehabilitate to current FBC for gravity loads and to building code in effect at time of original construction for wind loads.

After the structural damage is observed and documented, the above described evaluation can be made to determine the extent of repairs and/or rehabilitation. Based on Consultant's previous knowledge and confirmed by Consultant's initial walk-through, there is extensive damage to concrete columns, concrete floor and roof systems, elevator and stair shafts, exterior walls, and interior CMU walls. These areas along with any additional structural damage identified in the field assessments will be evaluated as defined above.



#### 3.4 Quantify and Qualify Damage (all disciplines):

Consultant shall review mark-ups taken during the field assessments and determine quantities of the materials, systems, and building components that need to be repaired, rehabilitated, replaced or rebuilt. In addition, the extent of damage shall be qualified in accordance with the FBC, Existing Building. The following definitions from the 5th Edition FBC will be used:

- Substantial Damage: Damage of any origin sustained by a structure whereby the cost of restoring the structure to its before-damage condition would equal or exceed 50% of the market value of the structure before the damage occurred.
- Substantial Improvement: Any repair, reconstruction, rehabilitation, alteration, addition or
  other improvement of a building or structure, the cost of which equals or exceeds 50% of the
  market value of the structure before the improvement or repair is started. If the structure has
  sustained substantial damage, any repairs are considered substantial improvement regardless
  of the actual repair work performed.
- Substantial Structural Damage: A condition where:
  - 1. In any story, the vertical elements of the lateral force resisting system have suffered damage such that the lateral load-carrying capacity of the structure in any horizontal direction has been reduced by more than 33% from its predamaged condition; or
  - 2. The capacity of any vertical gravity load-carrying component, or any group of such components, that supports more than 30% of the total area of the structure's floor(s) and roof(s) has been reduced more than 20% from its predamaged condition and the remaining capacity of such affected elements, with respect to all dead and live loads, is less than 75% of the required by this code for new buildings of similar structure, purpose and location.
- Dangerous: Any building, structure or portion thereof that meets any of the conditions described below shall be deemed dangerous:
  - 1. The building or structure has collapsed, has partially collapsed, has moved off its foundation, or lacks the necessary support of the ground.
  - 2. There exists significant risk of collapse, detachment, or dislodgement of any portion, member, appurtenance or ornamentation of the building or structure under service loads.
- Unsafe: Buildings, structures or equipment that are unsanitary, or that are deficient due to inadequate means of egress facilities, inadequate light and ventilation, or that constitute a fire hazard, or which the structure or individual structural members meet the definition of "Dangerous", or that are otherwise dangerous to human life or public welfare, or that involve illegal or improper occupancy or inadequate maintenance shall be deemed unsafe.

#### 3.5 Written Narratives (all disciplines):

Consultant shall develop narratives explaining what building materials, systems, and components will be repaired, rehabilitated and replaced. Generally, the level of finish, materials, and systems recommended will duplicate the level of finish, materials, and systems that were previously in place. Exceptions will be thresholds that are triggered by the FBC, Existing Building that requires systems and/or components to be upgraded.



#### **3.6** Opinion of Probable Cost (all disciplines):

Consultant will provide detailed cost estimate divided into the 49 applicable divisions according to the Master Format system of classification and numbering. Consultant will identify replacement products, repair concepts, and quantify the items from the damage assessment surveys. RS Means, existing bids, and previous experience will be used for the basis of the estimate. A room-by-room breakout shall be provided for the architectural finishes.

#### 3.7 Written Report (all disciplines):

Consultant shall provide written report documenting findings and opinion of probable cost. The report shall include document damage assessment survey results, structural assessment, repair concepts, replacement material outline specifications, written narratives, and opinion of probable cost.

#### 4.0 Exclusions

The following tasks are excluded from the Consultant's scope of services:

- Permit/Construction Documents
- Furnishings
- Replacement value cost estimate
- Material and air quality testing
- Insurance disputes
- Legal consultation or expert witness services
- Expressed, implied or fitness for purpose warranties

#### **5.0** Site Documentation (As Required)

In performing its field assessments and structural evaluations in order to determine the existing conditions of the facility, document the observed damage throughout the facility, and to determine the extent of repairs and/or rehabilitation required, the Consultant shall use reasonable care and diligence to avoid any loss of, damage to, alteration of, destruction of, or any spoliation of the physical conditions, equipment, structural components, and systems situated in the facility, including those which represent either damage from the flood and explosion and/or those which might be pertinent to a cause and origin examination/investigation of the flood and/or explosion itself. Consultant acknowledges and agrees that access to the facility will be controlled and limited and that no property may be removed from the facility itself or relocated within the facility. Consultant shall photograph and/or videotape the pre-examination and post-examination condition of any and all items described in this section which Consultant intends to alter or change in condition or location for purposes of its inspection and assessment. Where possible to do so, Consultant shall perform its field assessments and structural evaluations in a manner which wholly avoids changes or alterations to the facility so as to preserve all items relating to the cause and origin of the flood and/or explosion itself; and Consultant agrees to consult with the County prior to unavoidable alterations of the facility or the conditions and systems therein.



#### **CENTRAL BOOKING & DETENTION FACILITY**

#### PROPOSED MILESTONE SCHEDULE

#### **FOR**

#### STRUCTURAL ASSESSMENT AND COST ESTIMATE

Notice to Proceed April 20, 2015

Field Assessments April 20 thru May 1, 2015

Quantify/Narratives May 1 thru May 15, 2015

Estimate May 15 thru May 22, 2015

Draft Report May 27, 2015

Final Report June 3, 2015

HMM Project 352854 Page 1

#### **Escambia County Central Booking & Detention**

A/E Services: Structural Evaluation & Cost Estimate

March 20, 2015



			Estima	ated Sched	dule of Fees	5				
Task	Principle PM	Project Engineer	Engineer \$78	Designer \$60	Senior Surveyor \$111	2-Person Survey Crew \$130	Admin \$40	Sub-Consultants	Hrs	Fee
	\$167	\$102								
3.1 Document Review	2							\$2,000	2	\$2,334
3.2 Field Assessments	8	40	40		16	24		\$31,475	128	\$44,907
3.3 Structural Evaluation	8	32	32						72	\$7,096
3.4 Quantify/Qualify Damage	2	8	24	24				\$10,690	58	\$15,152
3.5 Written Narratives	8	16					6	\$5,500	30	\$8,708
3.6 Opinion of Cost	8	16	24					\$10,620	48	\$15,460
3.7 Final Report	8	12					8	\$3,450	28	\$6,330
Lump Sum Totals	44	124	120	24	16	24	14	\$63,735	366	\$99,987



## BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-7678 County Administrator's Report 12. 18.
BCC Regular Meeting Budget & Finance Consent

Meeting Date: 04/09/2015

**Issue:** PD 14-15.036 Old Corry Outfall Immediate Repairs

From: Stephan Hall, Interim Department Director

Organization: OMB

**CAO Approval:** 

#### **RECOMMENDATION:**

Recommendation Concerning Old Corry Outfall Immediate Repairs - Stephan Hall, Management and Budget Services Interim Department Director

That the Board award Contract PD 14-15.035, Old Corry Outfall Immediate Repairs, to J. Miller Construction, Inc., in the amount of \$68,780.

[Funding: Fund 352, LOST III, Cost Center 210107, Object Code 56301, Project #13EN2382]

#### **BACKGROUND:**

The June 9, 2012, storm event caused damage to a portion of Old Corry Field ditch which was exacerbated by the April 29-30, 2014, storm event. This damage requires immediate attention due to the continuing erosion on both sides of the east end of the ditch which is threatening private property. This project, PD 14-15.035 Old Corry Outfall Immediate Repairs, will provide for stabilization of eroded areas within 900 linear feet of the Old Corry Outfall ditch running within a 30' drainage easement between Pete Moore Chevrolet and Storage Inn of Pensacola. Construction will include the installation of sheet pile walls at the east end, as well as debris and vegetation removal throughout the remainder of the ditch.

The solicitation was advertised in the Pensacola News Journal on February 9 and February 19, 2015. Twenty eight firms were notified on February 9, 2015. Five bids were received on March 10, 2015. J. Miller Construction, Inc., is the lowest, responsive bid.

#### **BUDGETARY IMPACT:**

Funding: Fund 352, LOST III, Cost Center 210107, Object Code 56301, Project # 13EN2382.

#### **LEGAL CONSIDERATIONS/SIGN-OFF:**

The Attorney's Standard Form of Contract will be used.

#### **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 solicitation was advertised in the Pensacola News Journal on February 9 and February 19, 2015. Twenty eight firms were notified on February 9, 2015. Five bids were received on March 10, 2015. J. Miller Construction, Inc. is the lowest, responsive bid.

#### IMPLEMENTATION/COORDINATION:

The Office of Purchasing will distribute the Contract and Purchase Order.

	Attachments	
Bid Tab		

#### PUBLIC NOTICE OF RECOMMENDED AWARD

BID TABULATION	DESCRIPTION: Old Corry Outfall Immediate Repairs BID # PD 14-15.035									
Bid Opening Time: 3:00 pm CDT Bid Opening Date: 03/10/2015 Bid Opening Location: Rm 11.407	Cover Sheet/ Acknowl	Bid Bond or Check	Written Opinion of Attorney at Law for a	Drug-Free Workplace Form	Information Sheet for Transactions & Conveyances	Certificate of Authority to do Business in the State of Florida	Acknowledgement of Addenda	Sworn Statement Pursuant to Section 287.133(3)(a), FL Statutes on Entity	Grand Total	
NAME OF BIDDER			foreign state		Corporation ID	Florida		Crimes		
Chavers Construction, Inc.	Yes	Yes	N/A	Yes	Yes	Yes	No	Yes	\$140,039.60	
J. Miller Construction, Inc.	Yes	Yes	N/A	No	No	No	Yes	No	\$68,780.00	
Pensacola Concrete Construction Co.	Yes	Yes .	N/A	Yes	Yes	Yes	No	Yes	\$155,090.80	
Roads, Inc of NWF	Yes	Yes	N/A	Yes	Yes	Yes	Yes	Yes	\$103,620.00	
Site & Utility, LLC	Yes	Yes	N/A	Yes	Yes	Yes	Yes	Yes	\$96,835.00	
BIDS OPENED BY:	Joe F. Pilli	tary, Jr., Pu	urchasing Coordin	ator DATE:	03/10/2015					
BIDS TABULATED BY:	Angie Hol	brook, Pur	chasing Associate	DATE	03/10/2015					
BIDS WITNESSED BY:	Angie Hol	brook, Pur	chasing Associate	DATE	03/10/2015					

CAR

BOCC

DATE 04/09/2015

DATE 04/09/2015

The Purchasing Chief/Designee recommends to the BCC:To award a contract to J. Miller Construction, Inc. in the amount of \$68,780.00

Pursuant to Section 119.07(3)(M),F.S., all documents relating to this tabulation are available for public inspection and copying at the office of the Purchasing Manager. Notes:

JFP/abh

Posted @ 8:30 a.m. CDT on 03/12/2015



## BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-7863 County Administrator's Report 12. 19.
BCC Regular Meeting Budget & Finance Consent

Meeting Date: 04/09/2015

**Issue:** PD14-15.037 Grande Lagoon Subdivision Drainage Improvements

(Phase 1)

From: Stephan Hall, Interim Department Director

Organization: OMB

**CAO Approval:** 

#### **RECOMMENDATION:**

Recommendation Concerning the Grande Lagoon Subdivision Drainage Improvements (Phase 1) - Stephan Hall, Management and Budget Services Interim Department Director

That the Board award Contract PD 14-15.037, Grande Lagoon Subdivision Drainage Improvements (Phase 1), to Site and Utility, LLC, in the amount of \$487,209.30.

[Funding: Fund 112, Disaster Relief Fund, Cost Center 330493, Object Code 56301/54612, Project #ESCPW23]

#### **BACKGROUND:**

This project was initiated by Task Order PD 02-03.79.13.32 ENG following the June 9, 2012 storm event to address flooding in the Grand Lagoon subdivision. At the regular Board of County Commissioners (BCC) Meeting on October 10, 2012, the Board awarded a Lump Sum Contract to Hatch Mott McDonald (HMM) for design services evaluating the drainage area impacted by the 2012 storm, and to prepare drainage improvement plans based on that evaluation.

The subsequent 29/30 April 2014 Storm event caused damage to two crossings within the subdivision at Grand Lagoon Drive and on Pointe Verde Drive. On June 5, 2014 the BCC approved a change order to modify the design services to address both storm events (2012 and 2014). Damage from the 2014 storm and the originally evaluated stormwater issues at the two crossings have been identified as a Federal Emergency Management Association (FEMA) Public Assistance project.

HMM prepared construction plans to address the 2014 storm event damage and for previously identified Point Verde culvert modifications, this design was identified as Phase I of the Grand Lagoon Project. The design to address the remaining drainage issues identified for the 2012 event are included in Phase II, and are pending an Army Corps of Engineers permit. Solicitation for construction of Phase I was advertised in the Pensacola News Journal on February 23, 2015. Three bids were received.

#### **BUDGETARY IMPACT:**

Funding: Fund 112, Disaster Relief Fund, Cost Center 330493, Object Code 56301/54612, Project # ESCPW23.

#### **LEGAL CONSIDERATIONS/SIGN-OFF:**

Attorney's Standard Form of Contract will be used.

#### 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 Invitation to Bid PD14-15.037 Grande Lagoon Subdivision Drainage Improvement (Phase 1) was advertised in the Pensacola News Journal on Monday, February 23, 2015 and March 2, 2015. Nineteen firms were notified on February 23, 2015. Two bids were received and opened on March 17, 2015. Site and Utility LLC is the low, responsive bid.

#### IMPLEMENTATION/COORDINATION:

The Office of Purchasing will distribute the Contract and Purchase Order.

## Attachments

**Tab Sheet** 

#### PUBLIC NOTICE OF RECOMMENDED AWARD

BID TABULATION	DESCRIPTION: Grande Lagoon Subdivision Drainage Improvements (Phase 1) BID # PD 14-15.037										
Bid Opening Time: 3:00 pm CDT Bid Opening Date: 03/17/2015 Bid Opening Location: Rm 11.407	Cover Sheet/ Acknowl	Bid Bond or Check	Written Opinion of Attorney at Law for a foreign state	Drug-Free Workplace Form	Information Sheet for Transactions & Conveyances Corporation ID	Certificate of Authority to do Business in the State of Florida	Acknowledgement of Addenda	Sworn Statement Pursuant to Section 287.133(3)(a), FL Statutues on Entity Crimes	Grand Total		
NAME OF BIDDER											
Roads, Inc. of NWF	Yes	Yes	N/A	Yes	Yes	Yes	N/A	Yes	\$508,087.80		
Site and Utility, LLC	Yes	Yes	N/A	Yes	Yes	Yes	N/A	Yes	\$487,209.30		
BIDS OPENED BY:	Ioa F. Pilli	tory Ir D	urchasing Coordin	ator DATE:	03/17/2015						
TARREST LANGUAGE CO. C.				WO.							
BIDS TABULATED BY:			chasing Associate								
BIDS WITNESSED BY:	Angie Hol	brook, Pur	chasing Associate	DATE	: 03/17/2015						

CAR

BOCC

DATE: 04/09/2015

DATE: 04/09/2015

The Purchasing Chief/Designee recommends to the BCC: To award a contract to Site and Utility, LLC for the amount of \$487,209.30

Pursuant to Section 119.07(3)(M),F.S., all documents relating to this tabulation are available for public inspection and copying at the office of the Purchasing Manager.
Notes:

The Bid submitted by Chavers Construction, Inc. was deemed Non-Responsive

JFP/abh

Posted @ 2:00 p.m. CDT on 03/27/2015



## BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-7864 County Administrator's Report 12. 20.
BCC Regular Meeting Budget & Finance Consent

Meeting Date: 04/09/2015

Issue: Neighborhood Enhancement for 2014-15 (Traffic Calming) PD

14-15.038

From: Stephan Hall, Interim Department Director

Organization: OMB

**CAO Approval:** 

#### **RECOMMENDATION:**

Recommendation Concerning the Neighborhood Enhancement Projects for 2014-2015 (Traffic Calming) - Stephan Hall, Management and Budget Services Interim Department Director

That the Board award Contract PD 14-15.038, for the Neighborhood Enhancement Projects for 2014-2015 (Traffic Calming), to Roads, Inc., of NWF, in the amount of \$256,936.02.

[Funding: Fund 352, LOST III, Cost Center 210107, Object Code 56301, Project #12EN1738]

#### **BACKGROUND:**

The Office of Purchasing advertised the solicitation on February 23, 2015. Nineteen firms were notified on February 23, 2015. Three bids were received on March 24, 2015. Roads, Inc., of NWF, is the lowest, responsive bid. This project consists of the installation and/or removal of speed tables and/or speed bumps in portion or whole of North 61st Avenue, North 75th Avenue, North "L" Street, Scott Street, Yonge Street, Bobe Street, Sweetheart Lane, Lillie Lane, Amelia Lane, Whitmire Road, Southpointe Lane, Saufley Pines Road, and Webster Drive. This project will also include other work associated with the installation and/or removal of speed tables and/or speed bumps such as maintenance of traffic, stormwater pollution prevention, pavement striping, and traffic control sign installation, etc. The contractor is to maintain traffic flow at all times, with minimal delays. Roadways are to have two-way traffic opened during all non-working hours. Closure of one lane will be allowed only during working hours.

#### **BUDGETARY IMPACT:**

Funding: Fund 352 LOST III, Cost Center 210107, Object Code 56301, Project #12EN1738.

#### **LEGAL CONSIDERATIONS/SIGN-OFF:**

Attorney's Standard Form of Contract will be used.

#### **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 invitation to bid PD14-15.038 was advertised in the Pensacola News Journal on Monday, February 23, 2015. Nineteen firms were notified on February 23, 2015. Three bids were received and opened on March 24, 2015. Road Inc. of NWF is the lowest, responsive bid.

#### IMPLEMENTATION/COORDINATION:

The Office of Purchasing will distribute the Contract and Purchase Order.

	Attachments	
Bid Tab		

#### PUBLIC NOTICE OF RECOMMENDED AWARD

BID TABULATION	DESCRIPTION: Neighborhood Enhancement Projects for 2014-15 (Traffic Calming) BID # PD 14-15.038										
Bid Opening Time: 3:15 pm CDT Bid Opening Date: 03/24/2015 Bid Opening Location: Rm 11.407 NAME OF BIDDER	Cover Sheet/ Acknowl	Bid Bond or Check	Written Opinion of Attorney at Law for a foreign state	Drug-Free Workplace Form	Information Sheet for Transactions & Conveyances Corporation ID	Certificate of Authority to do Business in the State of Florida	Acknowledgement of Addenda	Sworn StatementPursuant to Section 287.133(3)(a), FL Statutues on Entity Crimes	Grand Total		
Roads, Inc. of NWF	Yes	Yes	N/A	Yes	Yes	Yes	Yes	Yes	\$256,936.02		
Chavers Construction, Inc.	Yes	Yes	N/A	Yes	Yes	Yes	Yes	Yes	\$310,804.00		
Panhandle Grading & Paving, Inc.	Yes	Yes	N/A	Yes	Yes	Yes	Yes	Yes	\$280,675.15		
BIDS OPENED BY:	Joe F. Pilli	tary, Jr., Pu	rchasing Coordin	ator DATE:	03/24/2015	,					
BIDS TABULATED BY:	Angie Hol	brook, Pur	chasing Associate	DATE	03/24/2015						
BIDS WITNESSED BY:	Angie Hol	brook, Pur	chasing Associate	DATE	03/24/2015						

CAR BOCC
DATE 04/09/2015 DATE 04/09/2015

The Purchasing Chief/Designee recommends to the BCC: To award a contract to Roads, Inc. of NWF for the amount of \$256,936.02

Pursuant to Section 119.07(3)(M),F.S., all documents relating to this tabulation are available for public inspection and copying at the office of the Purchasing Manager.

Notes:





## BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-7973 County Administrator's Report 12. 21.
BCC Regular Meeting Budget & Finance Consent

Meeting Date: 04/09/2015

**Issue:** Grant Agreement between Florida DEP for Operations and

Maintenance Services to Boat Ramps Renovated and Constructed

**Under Deepwater Horizon** 

**From:** Keith Wilkins, Department Director

**Organization:** Community & Environment

**CAO Approval:** 

#### **RECOMMENDATION:**

Recommendation Concerning the Grant Agreement between the State of Florida Department of Environmental Protection for Operations and Maintenance Services to Boat Ramps Renovated and Constructed Under Deepwater Horizon - Keith T. Wilkins, Community & Environment Department Director

That the Board take the following action concerning the Grant Agreement between the State of Florida Department of Environmental Protection (DEP) for operations and maintenance services to boat ramps renovated and constructed under Deepwater Horizon:

A. Approve the Grant Agreement (No. S0779) between the State of Florida DEP for operations and maintenance services to boat ramps renovated and constructed under Deepwater Horizon Natural Restoration Damage Assessment Early Restoration Program (NRDA ERP), in the amount of \$562,545, from the date of execution for a period of 12 months, inclusive; and

B. Authorize the Chairman to sign the Grant Agreement and any documents related to acceptance, execution, reporting, and Amendments to this Grant, pending Legal review and approval, without further action of the Board.

Please note the last sentence in Paragraph 25, "Any action hereon or in connection herewith shall be brought in Leon County, Florida."

[Fund: Fund 118, RESTORE, Cost Center 222001]

#### **BACKGROUND:**

Escambia County has been awarded \$562,545 from Florida DEP for the operation and maintenance expenses incurred during the grant period at four public boat ramps—Navy Point, Mahogany Mill, Galvez Landing, and Perdido River. This funding is related to Escambia County's award of \$4 million from Natural Resources Damage Assessment (NRDA) resulting from the Deepwater Horizon Oil Spill.

#### **BUDGETARY IMPACT:**

Fund: 118 RESTORE Fund, Cost Center 222001

#### **LEGAL CONSIDERATIONS/SIGN-OFF:**

The Grant Agreement was reviewed by Kristin Hual of the County Attorney's Office.

#### **PERSONNEL:**

No personnel impact associated with this Grant Agreement.

#### POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires approval of all contracts in excess of \$50,000 and is consistent with the County's commitment to fiscal responsibility and cost efficiency.

#### IMPLEMENTATION/COORDINATION:

The Community & Environment Department, Marine Resources Division will coordinate with FDEP on all activities associated with the Grant Agreement.

#### **Attachments**

FDEP Grant Agrmt S0779-O&M Svcs

#### **DEP AGREEMENT NO. S0779**

## STATE OF FLORIDA GRANT AGREEMENT PURSUANT TO LINE ITEM 1744A OF THE 2012-2013 GENERAL APPROPRIATIONS ACT

THIS AGREEMENT is entered into between the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, whose address is 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000 (hereinafter referred to as the "Department") and the ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS, whose address is 221 Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as "Grantee"), a local government, to provide financial assistance for the Escambia County Boat Ramp Operation and Maintenance.

In consideration of the mutual benefits to be derived herefrom, the Department and the Grantee do hereby agree as follows:

- 1. The Grantee does hereby agree to perform in accordance with the terms and conditions set forth in this Agreement, Attachment A, Grant Work Plan, and all attachments and exhibits named herein which are attached hereto and incorporated by reference.
- 2. This Agreement shall begin upon execution by both parties and remain in effect for a period of twelve (12) months, inclusive. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement. This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
- 3. A. As consideration for the satisfactory completion of services rendered by the Grantee under the terms of this Agreement, the Department shall pay the Grantee on a cost reimbursement basis up to a maximum of \$562,545. The parties hereto understand and agree that this Agreement does not require a match on the part of the Grantee.
  - B. The Grantee shall be reimbursed on a cost reimbursement basis for all eligible project costs upon the completion, submittal and approval of deliverables identified in Attachment A, in accordance with the schedule therein. Reimbursement shall be requested utilizing Attachment B, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures. All bills for amounts due under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. A final payment request should be submitted to the Department no later than sixty (60) days following the completion date of the Agreement, to assure the availability of funds for payment.
  - C. The State Chief Financial Officer requires detailed supporting documentation of all costs under a cost reimbursement agreement. In accordance with the Attachment C, Contract Payment Requirements, the Grantee shall comply with the minimum requirements set forth therein. The Payment Request Summary Form shall be accompanied by supporting documentation and other requirements as follows for each deliverable:
    - iii. <u>Contractual</u> (Subcontractors) Reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from the Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours/time spent on the project. All multipliers used (i.e. fringe benefits, overhead, and/or general and administrative rates) shall be supported by audit. If the Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, the

Grantee shall be required to reimburse such funds to the Department within thirty (30) days of written notification. Interest on the excessive charges shall be calculated based on the prevailing rate used by the State Board of Administration. For fixed price (vendor) subcontracts, the following provisions shall apply:

- a. The Grantee may award, on a competitive basis, fixed price subcontracts to consultants/contractors in performing the work described in Attachment A. Invoices submitted to the Department for fixed price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (Invitation to Bid or Request for Proposals) resulting in the fixed price subcontract.
- b. The Grantee may request approval from the Department to award a fixed price subcontract resulting from procurement methods other than those identified in the paragraph above. In this instance, the Grantee shall request the advance written approval from the Department's Grant Manager of the fixed price negotiated by the Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of the Department Grant Manager's approval of the fixed price amount, the Grantee may proceed in finalizing the fixed price subcontract.
- c. All subcontracts are subject to the provisions of paragraph 12 and any other appropriate provisions of this Agreement which affect subcontracting activities.
- ii. Other Expenses e.g., Materials, supplies, non-excluded phone expenses, reproduction, mailing, and other expenses must be documented by itemizing and including copies of receipts or invoices. Additionally, independent of the Grantee's contract obligations to the subcontractor, the Department shall not reimburse any of the following types of charges: cell phone usage, attorneys fees, civil or administrative penalties, handling fees, such as set percent overages associated with purchasing supplies or equipment.
- D. In addition to the invoicing requirements contained in paragraphs 3.B. and C. above, the Department will periodically request proof of a transaction (invoice, payroll register, etc.) to evaluate the appropriateness of costs to the Agreement pursuant to State and Federal guidelines (including cost allocation guidelines), as appropriate. This information, when requested, must be provided within thirty (30) calendar days of such request. The Grantee may also be required to submit a cost allocation plan to the Department in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). State guidelines for allowable costs can be found in the Department of Financial Services' Reference Guide for State Expenditures at <a href="http://www.fldfs.com/aadir/reference%5Fguide">http://www.fldfs.com/aadir/reference%5Fguide</a>.
- E. i. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, the Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
  - ii. If the Department finds that these funds have been commingled, the Department shall have the right to demand a refund, either in whole or in part, of the funds provided to the Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from the Department shall

refund, and shall forthwith pay to the Department, the amount of money demanded by the Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from the Department by the Grantee to the date repayment is made by the Grantee to the Department.

- iii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by the Department, from another source(s), the Grantee shall reimburse the Department for all recovered funds originally provided under this Agreement. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the payment(s) are recovered by the Grantee to the date repayment is made to the Department by the Grantee.
- 4. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. The parties hereto understand that this Agreement is not a commitment of future appropriations.
- 5. The Grantee shall utilize Attachment D, Progress Report Form, to describe the work performed during the reporting period, problems encountered, problem resolution, schedule updates and proposed work for the next reporting period. Quarterly reports shall be submitted to the Department's Grant Manager no later than twenty (20) days following the completion of the quarterly reporting period. It is hereby understood and agreed by the parties that the term "quarterly" shall reflect the calendar quarters ending March 31, June 30, September 30 and December 31. The Department's Grant Manager shall have thirty (30) calendar days to review the required reports and deliverables submitted by the Grantee. Final payment, of up to ten (10) percent of the total Agreement amount identified in paragraph 3.A., may be withheld until all work is completed, all deliverables have been submitted, match requirements have been met and the Final Project Report has been received and approved.
- 6. Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, Florida Statutes.
- 7. A. The Department may terminate this Agreement at any time in the event of the failure of the Grantee to fulfill any of its obligations under this Agreement. Prior to termination, the Department shall provide thirty (30) calendar days written notice of its intent to terminate and shall provide the Grantee an opportunity to consult with the Department regarding the reason(s) for termination.
  - B. The Department may terminate this Agreement for convenience by providing the Grantee with thirty (30) calendar days written notice.
- 8. No payment will be made for deliverables deemed unsatisfactory by the Department. In the event that a deliverable is deemed unsatisfactory by the Department, the Grantee shall re-perform the services needed for submittal of a satisfactory deliverable, at no additional cost to the Department, within ten (10) days of being notified of the unsatisfactory deliverable. If a satisfactory deliverable is not submitted within the specified timeframe, the Department may, in its sole discretion, either: 1) terminate this Agreement for failure to perform, or 2) the Department Grant Manager may, by letter specifying the failure of performance under this Agreement, request that a proposed Corrective Action Plan (CAP) be submitted by the Grantee to the Department. All CAPs must be able to be implemented and performed in no more than sixty (60) days.
  - A. A CAP shall be submitted within ten (10) calendar days of the date of the letter request from the Department. The CAP shall be sent to the Department Grant Manager for review and approval. Within ten (10) calendar days of receipt of a CAP, the Department shall notify the Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, the Grantee shall have ten (10) calendar days from receipt of the Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain the Department approval of a CAP as specified

above shall result in the Department's termination of this Agreement for cause as authorized in this Agreement.

- B. Upon the Department's notice of acceptance of a proposed CAP, the Grantee shall have ten (10) calendar days to commence implementation of the accepted plan. Acceptance of the proposed CAP by the Department does not relieve the Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, the Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by the Department or steps taken by the Grantee shall preclude the Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to the Department as requested by the Department Grant Manager.
- C. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by the Department may result in termination of the Agreement

The remedies set forth above are not exclusive and the Department reserves the right to exercise other remedies in addition to or in lieu of those set forth above, as permitted by the Agreement.

- 9. This Agreement may be unilaterally canceled by the Department for refusal by the Grantee to allow public access to all documents, papers, letters, or other material made or received by the Grantee in conjunction with this Agreement, unless the records are exempt from Section 24(a) of Article I of the State Constitution and Section 119.07(1)(a), Florida Statutes.
- 10. The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following Agreement completion. In the event any work is subcontracted, the Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes.
- 11. A. In addition to the requirements of the preceding paragraph, the Grantee shall comply with the applicable provisions contained in Attachment E, Special Audit Requirements, attached hereto and made a part hereof. Exhibit 1 to Attachment E summarizes the funding sources supporting the Agreement for purposes of assisting the Grantee in complying with the requirements of Attachment E. A revised copy of Exhibit 1 must be provided to the Grantee for each amendment which authorizes a funding increase or decrease. If the Grantee fails to receive a revised copy of Exhibit 1, the Grantee shall notify the Department's Grants Development and Review Manager at 850/245-2361 to request a copy of the updated information.
  - B. The Grantee is hereby advised that the Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment E, Exhibit 1 when making its determination. For federal financial assistance, the Grantee shall utilize the guidance provided under OMB Circular A-133, Subpart B, Section ____.210 for determining whether the relationship represents that of a subrecipient or vendor. For state financial assistance, the Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs. Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website:

https://apps.fldfs.com/fsaa

The Grantee should confer with its chief financial officer, audit director or contact the Department for assistance with questions pertaining to the applicability of these requirements.

- 12. A. The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager. The Grantee shall submit a copy of the executed subcontract to the Department within ten (10) days after execution. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement. The Grantee agrees to be responsible for the fulfillment of all work elements included in any subcontract and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the Grantee that the Department shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.
  - B. The Department of Environmental Protection supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State of Florida. A list of minority owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.
- 13. In accordance with Section 216.347, Florida Statutes, the Grantee is hereby prohibited from using funds provided by this Agreement for the purpose of lobbying the Legislature, the judicial branch or a state agency.
- 14. The Grantee shall comply with all applicable federal, state and local rules and regulations in providing services to the Department under this Agreement. The Grantee acknowledges that this requirement includes, but is not limited to, compliance with all applicable federal, state and local health and safety rules and regulations. The Grantee further agrees to include this provision in all subcontracts issued as a result of this Agreement.
- 15. Any notices between the parties shall be considered delivered when posted by Certified Mail, return receipt requested, or overnight courier service, or delivered in person to the Grant Managers at the addresses below.
- 16. The Department's Grant Manager (which may also be referred to as the Department's Project Manager) for this Agreement is identified below.

Pearce L. Barrett II	I, P.E.		
Florida Department of Environmental Protection			
Florida Coastal Off	ice		
3900 Commonweal	th Boulevard, MS# 240		
Tallahassee, Florida	32399		
Telephone No.:	(850) 245-2106		
Fax No.:	(850) 524-2224		
E-mail Address:	Pearce.Barrett@dep.state.fl.us		

17. The Grantee's Grant Manager for this Agreement is identified below.

Keith T. Wilkins	
Community and Er	vironment Department
221 Palafox Place	
Pensacola, Florida	32502
Telephone No.:	(850) 595-4988
Fax No.:	(850) 595-4431
E-mail Address:	kwilkins@myescambia.com

- 18. To the extent required by law, the Grantee will be self-insured against, or will secure and maintain during the life of this Agreement, Workers' Compensation Insurance for all of its employees connected with the work of this project and, in case any work is subcontracted, the Grantee shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of the its employees unless such employees are covered by the protection afforded by the Grantee. Such self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation law. In case any class of employees engaged in hazardous work under this Agreement is not protected under Workers' Compensation statutes, the Grantee shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of his employees not otherwise protected.
- 19. The Grantee warrants and represents that it is self-funded for liability insurance, appropriate and allowable under Florida law, and that such self-insurance offers protection applicable to the Grantee's officers, employees, servants and agents while acting within the scope of their employment with the Grantee.
- 20. The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.
- 21. Reimbursement for equipment purchases costing \$1,000 or more is not authorized under the terms and conditions of this Agreement.
- 22. The Department may at any time, by written order designated to be a change order, make any change in the Grant Manager information or task timelines within the current authorized Agreement period. All change orders are subject to the mutual agreement of both parties as evidenced in writing. Any change, which causes an increase or decrease in the Grantee's cost or time, shall require formal amendment to this Agreement.
- 23. A. No person, on the grounds of race, creed, color, national origin, age, sex, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
  - B. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and posts the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.
- 24. Land acquisition is not authorized under the terms of this Agreement.
- 25. This Agreement has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. Any action hereon or in connection herewith shall be brought in Leon County, Florida.
- 26. This Agreement represents the entire agreement of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Agreement, unless otherwise provided herein.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed, the day and year last written below.

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS	STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
By:	By: Secretary or designee
Date:	Date:
PAM CHILDERS ATTEST: Clerk of the Circuit Court	Pearce L. Barrett, DEP Grant Manager
Deputy Clerk	DEP Contracts Administrator
	Approved as to form and legality:    Head   June     DEP Attorney
FEID No.: <u>59-6000598</u>	

List of attachments/exhibits included as part of this Agreement:

Specify Type	Letter/ Number	Description (include number of pages)	
Attachment	_A_	Grant Work Plan (3 Pages)	
Attachment	В	Payment Request Summary Form (2 Pages)	
Attachment	_C_	Contract Payment Requirements (1 Page)	
Attachment	_D_	Progress Report Form (1 Page)	
Attachment	E	Special Audit Requirements (5 Pages)	

Approved as to form and legal sufficiency.

y/Title:

^{*}For Agreements with governmental boards/commissions: If someone other than the Chairman signs this Agreement, a resolution, statement or other document authorizing that person to sign the Agreement on behalf of the Grantee must accompany the Agreement.

# ATTACHMENT A GRANT WORK PLAN

The Grant Work Plan (Work Plan) presented below outlines general tasks that may be required to be performed for Operation and Maintenance (O&M) at the four facilities listed below and collectively known as the "Listed Facilities". Work shall be performed, as necessary, at each of the Listed Facilities, to provide adequate O&M in accordance with DEP Agreement No. S0779 (Agreement). No budget is fixed for any one of the Listed Facilities, however Escambia County Board of County Commissioners (Grantee) understands and agrees to continue to provide O&M for a period of fifteen (15) years from the date of completion of construction at each of the Listed Facilities, even if all funds are exhausted under this Agreement prior to the end of the fifteen years from completion of the Perdido River Boat Ramp.

The Grantee shall provide O&M services for the *Deepwater Horizon* Natural Resource Damage Assessment (NRDA) Early Restoration Project titled "Florida Boat Ramp Enhancement and Construction Project" (Project). The Project is comprised of the Listed Facilities which are named below:

- 1. Navy Point Boat Ramp Improvements
- 2. Galvez Landing Boat Ramp Improvements
- 3. Mahogany Mill Boat Ramp (a new public boat launching facility)
- 4. Perdido River Boat Ramp (a new public boat launching facility)

Before requesting O&M work on any of the Listed Facilities, the Grantee will identify all personnel or vendors proposed to be used for the performance of O&M services (see Glossary for specifics). Where applicable, the Grantee shall provide the Florida Department of Environmental Projection's (Department) Grant Manager copies of all contracts with vendors currently performing O&M services at all of the Listed Facilities. All new contracts issued for O&M services at the Listed Facilities will be obtained in accordance with the Grantee's procurement policies and forwarded to the Department's Grant Manager for review and acceptance.

#### Anticipated Boat Ramp Facility Operations and Maintenance Tasks

#### 1. Collection and Removal of Trash and Debris

The Grantee shall monitor each of the Listed Facilities, on at least a monthly basis and more frequently if necessary during periods of heavy use and document the following:

- Condition and availability of trash containers;
- b. Sufficiency of the number and volume of containers and ability to contain the amount of trash generated at the Listed Facilities;
- c. That trash is being removed promptly by vendor contracted by the Grantee to collect and dispose of trash at the Listed Facilities;
- d. Condition of restroom facilities, are facilities clean, resupplied and being pumped out; and,
- e. Condition of piers, ramps, parking areas, landscaping and ancillary facilities.

The Grantee will be eligible for reimbursement of expenditures associated with the following:

- a. The costs for repair, replacement or purchase and installation of additional waste containers at the Listed Facilities:
- b. Payments to vendor(s) for the collection and disposal of trash from the Listed Facilities;
- Expenditures incurred to remove debris from the Listed Facilities after storms or other natural events; and.
- d. Purchase and installation of appropriate signage at the Listed Facilities to inform users about proper trash disposal.

#### 2. Expenditures Related to Portable Restroom Facilities

The Grantee shall be reimbursed for the expenditures associated with periodic cleaning, pump out, resupplying and relocation (if necessary) of portable restroom facilities located at the Listed Facilities.

### 3. Cleaning, Repair, Maintaining and Re-conditioning of the Listed Facilities

The Grantee shall be reimbursed for routine expenditures related to the cleaning, repair, maintaining and re-conditioning of the Listed Facilities, which are detailed below:

- a. Repair of pavement areas, sidewalks, pathways, boat ramps, access piers, fencing and pavilions due to wear and tear;
- b. Periodic "Vacuum Truck" cleaning of pervious pavement (Mahogany Mill Boat Ramp Facility);
- c. Repair and/or replacement to striping in parking areas;
- d. Cleaning of French drains at top of boat ramps (Navy Point, Mahogany Mill, Perdido River), infiltration trenches, stormwater collection piping and detention ponds;
- e. Replacement of landscaping materials due to disease, draught, other naturally occurring conditions or vandalism;
- f. Repair, reconditioning, cleaning or replacement of other ancillary facilities associated with the sites not specifically listed above i.e. boat pump out, irrigation appurtenances, site lighting, educational kiosks and site signage;
- g. Repair, reconditioning and/or cleaning of the Listed Facilities related to activities associated with vandalism; and,
- h. Landscaping services for maintaining landscape improvements.

#### 4. Additional Items for O&M not specifically identified herein

The Grantee may submit in writing to the Department's Grant Manager additional items for consideration as an O&M expenditure to be incurred at one or more of the Listed Facilities, so long as it directly relates to O&M at, does not change the function of, make changes in capacity of, and is not considered a capital improvement of one or more of the Listed Facilities.

5. Maximum Reimbursement by DEP to Grantee for Allowable O&M Costs Incurred at the Listed Facilities

Budget Category	DEP Funds
Contractual Services	\$338,940
Other Expenses	<u>\$223,605</u>
Total	\$562,545

#### Maintenance of Records

The Grantee shall keep site records, photographs documenting the O&M activities in a suitable format for review. An example of the proposed format shall be provided to the Department's Grant Manager for approval prior to the performance of work under this Agreement. All records shall properly identify the Listed Facilities and be dated with the start and ending date shown clearly on the cover(s). O&M records will be maintained at a fixed Escambia County facility and available for review by the Department's personnel upon request. The Grantee shall prepare annual summaries of O&M activities performed at each of the Listed Facilities with associated costs along with O&M activities planned for the next year and anticipated costs. This report shall be submitted to the Department at the end of the Grantee's fiscal year.

### **Deliverables and Invoicing**

All invoices must clearly identify the work performed, date(s) of performance, and the name of the Listed Facility at which it was performed.

1. <u>Quarterly O&M Deliverable</u>: The Grantee shall provide O&M services for the Listed Facilities as specified above. A brief summary report of services performed during the quarterly period shall be submitted, containing copies of invoices from independent vendors and proof of payment by the Grantee, proof of competitive bid solicitation and selection of vendor(s) for reoccurring tasks (i.e. vacuum truck cleaning, trash collection, septic pumping).

<u>Quarterly Performance Measure</u>: The Department's Grant Manager shall review invoices, proof of payments, bid solicitation and awards, to ensure all required information is provided in accordance with this Agreement and Work Plan.

Quarterly O&M Meetings: The Grantee and Department will mutually schedule and attend quarterly O&M meetings. Quarterly meetings will cover, at a minimum, O&M activities to date, anticipated O&M over the next quarter, any significant activities that may require anticipated costs of over \$5,000, O&M expenditures to date and remaining available funds. The Grantee shall keep detailed notes of each meeting and furnish electronic copies to all attendees and to the DEP Contract Manager by the day following each quarterly meeting. Any discrepancies, unresolved issues or disagreements raised by any party at the meeting or regarding the contents of quarterly summaries will be reviewed with the Department's Grant Manager and final resolution will be made by the Department. These activities shall not be invoiced.

<u>Quarterly Meeting Deliverable</u>: Summary of Notes from quarterly meetings, including documentation of issues, resolutions, upcoming significant expenditures, accounting of budget, and individuals present.

Quarterly Meeting Performance Measure: The Department's Grant Manager shall review Summary of Notes to verify that the quarterly meeting was conducted and that the Grantee is keeping the Department updated on O&M activities and is aware of remaining budget.

Annual Meeting: The Department and Grantee will schedule an annual meeting to review the Grantee's
annual O&M report and review of the next years projected budget. This annual meeting will be in lieu of
each fourth quarter meeting. These activities shall not be invoiced.

Annual Meeting Deliverable: Summary of Notes from annual meeting including documentation of issues, resolutions, upcoming significant expenditures, accounting of budget, and individuals present.

Annual Meeting Performance Measure: Summary of Notes will be reviewed by the Department's Grant Manager to verify that the annual meeting was conducted and that the Grantee has properly utilized funds for allowable O&M expenditures and that an appropriate budget for the next fiscal year has been prepared.

#### Responsibilities of the Department:

- The Department will promptly review and process for payment the Grantee's requests for reimbursement of allowable expenditures for O&M as listed in this Work Plan.
- 2. The Department's Grant Manager will promptly review all requests by the Grantee for reimbursement of other expenditures not specifically listed in this Work Plan as allowable O&M costs and make a determination of the acceptability of these expenditures. The Department's Grant Manager will communicate with the Grantee's Project Manager in order to resolve any issues arising in regard to Grantee's requests for reimbursement. Any discrepancies, unresolved issues or disagreements will be reviewed with the Department's Grant Manager and final resolution will be made by the Department's Grant Manager.

### Glossary:

"Communication" means any oral or written statement by and to whosoever made, including correspondence, meetings, e-mails, investigations, consultations and agreements between the Grantee and any person.

Person shall include both Grantee employees and those of any its subcontractors.

# ATTACHMENT B PAYMENT REQUEST SUMMARY FORM

Grantee:	Grantee's Grant Manager:
Mailing Address:	- Carl time that atting to
	Payment Request No.:
DEP Agreement No.: S0779	
Date Of Request:	Performance
	Period:
Task/Deliverable Amount	Task/Deliverable
Requested:\$	No.:

# GRANT EXPENDITURES SUMMARY SECTION

[Effective Date of Grant through End-of-Grant Period]

CATEGORY OF EXPENDITURE	AMOUNT OF THIS REQUEST	TOTAL CUMULATIVE PAYMENT REQUESTS	MATCHING FUNDS	TOTAL CUMULATIVE MATCHING FUNDS
Salaries	SN/A	SN/A	SN/A	SN/A
Fringe Benefits	SN/A	SN/A	SN/A	SN/A
Travel (if authorized)	SN/A	SN/A	SN/A	SN/A
Subcontracting:				
Contractual	S	S	S	S
<b>Equipment Purchases</b>	SN/A	SN/A	SN/A	SN/A
Supplies/Other Expenses	S	S	S	S
Land	SN/A	SN/A	SN/A	SN/A
Indirect	SN/A	SN/A	SN/A	SN/A
TOTAL AMOUNT	S	S	S	S
TOTAL TASK/DELIVERABLE BUDGET AMOUNT	S		s	
Less Total Cumulative Payment Requests of:	S		S	
TOTAL REMAINING IN TASK	S		S	

### GRANTEE CERTIFICATION

The undersigned certifies that the amount being requested for reimbursement above was for items that were charged to and utilized only for the above cited grant activities.

Grantee's Grant Manager's Signature	Grantee's Fiscal Agent
Print Name	Print Name
Telephone Number	Telephone Number

# INSTRUCTIONS FOR COMPLETING PAYMENT REQUEST SUMMARY FORM

GRANTEE: Enter the name of the grantee's agency.

MAILING ADDRESS: Enter the address that you want the state warrant sent.

**DEP AGREEMENT NO.:** This is the number on your grant agreement.

DATE OF REQUEST: This is the date you are submitting the request.

TASK/DELIVERABLE AMOUNT REQUESTED: This should match the amount on the "TOTAL TASK/DELIVERABLE BUDGET AMOUNT" line for the "AMOUNT OF THIS REQUEST" column.

GRANTEE'S GRANT MANAGER: This should be the person identified as grant manager in the grant Agreement.

PAYMENT REQUEST NO.: This is the number of your payment request, not the quarter number.

**PERFORMANCE PERIOD:** This is the beginning and ending date of the performance period for the task/deliverable that the request is for (this must be within the timeline shown for the task/deliverable in the Agreement).

TASK/DELIVERABLE NO.: This is the number of the task/deliverable that you are requesting payment for and/or claiming match for (must agree with the current Grant Work Plan).

# GRANT EXPENDITURES SUMMARY SECTION:

"AMOUNT OF THIS REQUEST" COLUMN: Enter the amount that was expended for this task during the period for which you are requesting reimbursement for this task. This must agree with the currently approved budget in the current Grant Work Plan of your grant Agreement. Do not claim expenses in a budget category that does not have an approved budget. Do not claim items that are not specifically identified in the current Grant Work Plan. Enter the column total on the "TOTAL AMOUNT" line. Enter the amount of the task on the "TOTAL TASK BUDGET AMOUNT" line. Enter the total cumulative amount of this request and all previous payments on the "LESS TOTAL CUMULATIVE PAYMENT REQUESTS OF" line. Deduct the "LESS TOTAL CUMULATIVE PAYMENT REQUESTS OF" from the "TOTAL TASK BUDGET AMOUNT" for the amount to enter on the "TOTAL REMAINING IN TASK" line.

"TOTAL CUMULATIVE PAYMENT REQUESTS" COLUMN: Enter the cumulative amounts that have been requested to date for reimbursement by budget category. The final request should show the total of all requests; first through the final request (this amount cannot exceed the approved budget amount for that budget category for the task you are reporting on). Enter the column total on the "TOTALS" line. Do not enter anything in the shaded areas.

"MATCHING FUNDS" COLUMN: Enter the amount to be claimed as match for the performance period for the task you are reporting on. This needs to be shown under specific budget categories according to the currently approved Grant Work Plan. Enter the total on the "TOTAL AMOUNT" line for this column. Enter the match budget amount on the "TOTAL TASK BUDGET AMOUNT" line for this column. Enter the total cumulative amount of this and any previous match claimed on the "LESS TOTAL CUMULATIVE PAYMENTS OF" line for this column. Deduct the "LESS TOTAL CUMULATIVE PAYMENTS OF" from the "TOTAL TASK BUDGET AMOUNT" for the amount to enter on the "TOTAL REMAINING IN TASK" line.

"TOTAL CUMULATIVE MATCHING FUNDS" COLUMN: Enter the cumulative amount you have claimed to date for match by budget category for the task. Put the total of all on the line titled "TOTALS." The final report should show the total of all claims, first claim through the final claim, etc. Do not enter anything in the shaded areas.

GRANTEE CERTIFICATION: Must be signed by both the Grantee's Grant Manager as identified in the grant agreement and the Grantee's Fiscal Agent.

#### NOTES:

If claiming reimbursement for travel, you must include copies of receipts and a copy of the travel reimbursement form approved by the Department of Financial Services, Chief Financial Officer.

Documentation for match claims must meet the same requirements as those expenditures for reimbursement.

### ATTACHMENT C

# Contract Payment Requirements Florida Department of Financial Services, Reference Guide for State Expenditures Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation must be provided for each amount for which reimbursement is being claimed indicating that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved contract budget should be reimbursed.

Listed below are examples of the types of documentation representing the minimum requirements:

(1) Salaries: A payroll register or similar documentation should be submitted. The payroll register

should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document

reflecting the hours worked times the rate of pay will be acceptable.

(2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the

employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe

benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies

of checks for fringe benefits.

(3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes,

which includes submission of the claim on the approved State travel voucher or electronic

means.

(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property

is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section

273.02, Florida Statutes, for subsequent transfer to the State.

(5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed

on a usage log which shows the units times the rate being charged. The rates must be

reasonable.

(6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the

calculation should be shown.

Contracts between state agencies, and or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address: <a href="http://www.fldfs.com/aadir/reference_guide.htm">http://www.fldfs.com/aadir/reference_guide.htm</a>

# ATTACHMENT D

# PROGRESS REPORT FORM

DEP Agreement No.:	S0779	
Grantee Name:		
Grantee Address:		
Grantee's Grant Manager:		Telephone No.:
Reporting Period:		
Project Number and Title:		
Provide the following inform	nation for all tasks and deli	verables identified in the Grant
of actual accomplishments to	goals for the period; if goal the estimated time for c ed delays and identify by task	
The following format should I Task 1: Progress for this reporting pe Identify any delays or probler	riod:	
This report is submitted in acco S0779 and accurately reflects the		irements of DEP Agreement No. e project.
Signature of Grantee's Grant M	lanager	Date

#### ATTACHMENT E

#### SPECIAL AUDIT REQUIREMENTS

The administration of resources awarded by the Department of Environmental Protection (which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the contract/agreement) to the recipient (which may be referred to as the "Contractor", Grantee" or other name in the contract/agreement) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

#### MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.

#### **AUDITS**

#### **PART I: FEDERALLY FUNDED**

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

- 1. In the event that the recipient expends \$500,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT I to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Environmental Protection. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part.
- 2. In connection with the audit requirements addressed in Part I, paragraph I, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
- 3. If the recipient expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the recipient expends less than \$500,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).
- 4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <a href="http://12.46.245.173/cfda/cfda.html">http://12.46.245.173/cfda/cfda.html</a>.

#### PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2)(m), Florida Statutes.

- In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Attachment indicates state financial assistance awarded through the Department of Environmental Protection by this Agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
- In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
- 3. If the recipient expends less than \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$500,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
- 4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <a href="https://apps.fldfs.com/fsaa">https://apps.fldfs.com/fsaa</a> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <a href="http://www.leg.state.fl.us/Welcome/index.cfm">http://www.leg.state.fl.us/Welcome/index.cfm</a>, State of Florida's website at <a href="http://www.fldfs.com/">http://www.fldfs.com/</a> and the Auditor General's Website at <a href="http://www.state.fl.us/audgen">http://www.fldfs.com/</a> and the</a>

#### PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

#### PART IV: REPORT SUBMISSION

 Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this Attachment shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient <u>directly</u> to each of the following: A. The Department of Environmental Protection at one of the following addresses:

By Mail:

**Audit Director** 

Florida Department of Environmental Protection Office of the Inspector General, MS 40 3900 Commonwealth Boulevard Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse Bureau of the Census 1201 East 10th Street Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at http://harvester.census.gov/fac/

- Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f),
   OMB Circular A-133, as revised.
- 2. Pursuant to Section .320(f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and any management letters issued by the auditor, to the Department of Environmental Protection at one the following addresses:

By Mail:

#### **Audit Director**

Florida Department of Environmental Protection Office of the Inspector General, MS 40 3900 Commonwealth Boulevard Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

- 3. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient <u>directly</u> to each of the following:
  - A. The Department of Environmental Protection at one of the following addresses:

By Mail:

#### **Audit Director**

Florida Department of Environmental Protection Office of the Inspector General, MS 40 3900 Commonwealth Boulevard Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

DEP 55-215 (06/14)

B. The Auditor General's Office at the following address:

State of Florida Auditor General Room 401, Claude Pepper Building 111 West Madison Street Tallahassee, Florida 32399-1450

4. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient <u>directly</u> to the Department of Environmental Protection at one of the following addresses:

By Mail:

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Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically: FDEPSingleAudit@dep.state.fl.us

- 5. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
- 6. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with OMB Circular A-133, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

#### **PART V: RECORD RETENTION**

The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of 5 years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of 3 years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

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#### EXHIBIT - 1

# FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Federal Program Number	Federal Agency	CFDA Number	ment Consist of the Following:  CFDA Title	Funding Amount	State Appropriation Category

Federal Program Number	Federal Agency	CFDA	ent Consist of the Following Matchin  CFDA Title	Funding Amount	State Appropriation Category

State Program Number	Funding Source	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	Coastal Protection Trust Fund, Line Item 1744A	2012-2013	37.081	Early Restoration Deepwater Horizon Oil Spill	\$562,545.00	- 080019

Total Award	\$562,545.00	

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [http://12.46.245.173/cfda/cfda.html] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx]. The services/purposes for which the funds are to be used are included in the Contract scope of services/work. Any match required by the recipient is clearly indicated in the Contract.



# BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-7937 County Administrator's Report 12. 22.
BCC Regular Meeting Budget & Finance Consent

Meeting Date: 04/09/2015

**Issue:** PD 13-14.061, Professional Services for Crescent Lake Dam

Restoration

From: Stephan Hall, Interim Department Director

Organization: OMB

**CAO Approval:** 

### **RECOMMENDATION:**

Recommendation Concerning an Agreement for Professional Services for Crescent Lake Dam Restoration - Stephan Hall, Management and Budget Services Interim Department Director

That the Board approve and authorize the County Administrator to sign the Agreement between Escambia County and Volkert, Inc., per the terms and conditions of PD 13-14.061, Professional Services for Crescent Lake Dam Restoration, for a lump sum of \$131,405, optional services of \$23,744, and CEI Services of \$49,981.50, for a total of \$205,130.50.

[Funding: Fund 352, LOST III, Cost Center 210107, Object Code 56301, Project #15EN3252]

### **BACKGROUND:**

On April 29 and 30 Escambia County, Florida experienced rainfall in excess of 20 inches. During the rainfall event a portion of the existing earthen dam on the south end of Crescent Lake failed causing the lake to drain and deposit sediment and debris in the adjacent wetland. Crescent Lake is approximately 72 acres in size and serves as a recreational facility for surrounding residents as well as a storm water discharge point for the surrounding area.

The purpose of the project is to restore the dam so that functionality can return to the lake. This repair will include repairing the breach and installation of an emergency overflow to convey excess runoff beyond a 100 year storm event to help prevent future failure. This repair will be a joint funded project by the National Resources Conservation Services (NRCS) Emergency Watershed Protection program (EWP) and Escambia County through LOST. The County intends to acquire an easement over the dam from East Shore Dr. to West Shore Dr. which will include a narrow easement along the north toe of the dam in the lake for future maintenance and also an easement south of the dam to Michigan Ave. to convey the discharge.

The timeline provided in the NRCS EWP program is aggressive and describes a construction completion date of October 19, 2015.

Request for Letters of Interest, PD 13-14.061, Professional Services for Crescent Lake Dam Restoration, were publicly noticed on Wednesday, July 2,2014 to seventy known firms. Responses were received on Wednesday, July 17, 2014 from five firms. Volkert, Inc. was ranked #1 on Tuesday, July 29, 2014 by the selection committee.

## **BUDGETARY IMPACT:**

Funding: Fund 352 "LOST III", Cost Center 210107, Object Code 56301, Project #15EN3252.

## **LEGAL CONSIDERATIONS/SIGN-OFF:**

Attorney Standard Form of Contract Form G, Consulting Services for Stand-Alone Projects.

# **PERSONNEL:**

All work associated with this recommendation was done in-house and no additional staff was required.

# POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Code of Ordinances of Escambia County, FL 1999, Chapter 46, Finance, Article II, Purchases and Contracts and Florida Statute 287.055, Competitive Consultants Negotiation Act. Request for Letters of Interest, PD 13-14.061, Professional Services for Crescent Lake Dam Restoration, were publicly noticed on Wednesday, July 2, 2014 to seventy known firms. Responses were received on Wednesday, July 17, 2014 from five firms. Volkert, Inc. was ranked #1 on Tuesday, July 29, 2014 by the selection committee.

# IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Attorney's Standard Form of Contract Form G, Consulting Services for Stand-Alone Services and Purchase Order.

Attachments				

Agreement with Exhibits

# STANDARD PROFESSIONAL CONSULTING SERVICES CONTRACT DOCUMENTS

**FOR** 

# AGREEMENT BETWEEN ESCAMBIA COUNTY

AND

Volkert, Inc.

PD 13-14.061, Professional Services for Crescent Lake Dam Restoration

FORM G: CONSULTING SERVICES FOR STAND-ALONE PROJECTS

(Revised July 11, 2013)

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#### AGREEMENT

THIS AGREEMENT is made and entered into this 9th day of April, 2015, by and between Escambia County, a political subdivision of the State of Florida (hereinafter referred to as "the County"), whose address is 221 Palafox Place, Pensacola, Florida 32502, and Volkert, Inc., a for-profit corporation authorized to transact business in the State of Florida, whose address is 6601 North Davis Highway, Suite 53, Pensacola, Florida 32504, and whose Federal tax identification number is 63-0247014 (hereinafter referred to as the "Consultant").

# ARTICLE I DEFINITIONS AND IDENTIFICATIONS

For purposes of this Agreement and the various covenants, conditions, terms, and provisions which follow, the definitions and identifications set forth below are assumed to be true and correct and are, therefore, agreed upon by the parties.

- 1.1 <u>BOARD OF COUNTY COMMISSIONERS:</u> The Board of County Commissioners of Escambia County, Florida, means the governing body of the Escambia County Government.
- 1.2 <u>CONSULTANT:</u> Volkert, Inc. is the Consultant selected to perform professional services pursuant to this Agreement.
- 1.3 <u>CONTRACT ADMINISTRATOR:</u> Whenever the term "Contract Administrator" is used herein, it is intended to mean Jeremy King, Senior Engineering Project Coordinator, Public Works/Engineering. In the administration of this contract, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Contract Administrator.
- 1.4 <u>CONTRACT SERVICES:</u> The intent of this Contract is to make available certain professional consultant services to Escambia County as outlined herein.
- 1.5 <u>COUNTY:</u> Escambia County is a body corporate and politic and a political subdivision of the State of Florida.
- 1.6 <u>LUMP SUM COMPENSATION</u>: Lump sum computation refers to the method of payment under this Agreement for the professional services of the Consultant.
- 1.7 <u>NOTICE TO PROCEED:</u> A Notice to Proceed is the written authorization issued by the County or the Contract Administrator to commence the Project.
- 1.8 <u>PROJECT:</u> It is the intent of this Agreement that the Consultant provide to the County certain professional services for PD 13-14.061, Professional Services for Crescent Lake Dam Restoration.

# ARTICLE 2 PREAMBLE

In order to establish the background, context, and frame of reference for this Agreement and to generally express the objectives and intentions of the respective parties herein, the following statements, representations, and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

- 2.1 Under this Agreement, Escambia County will budget funds during Fiscal Year(s) 14-15 in the amount of Two Hundred Five Thousand One Hund Thirty Dollars and Fifty Cents (\$205,130.50) for this Project.
- 2.2 The Board of County Commissioners has met the requirements of the Consultants' Competitive Negotiation Act, as contained in Section 287.055, Florida Statutes, as amended, and has selected the Consultant to perform the services hereunder.
- 2.3 Negotiations pertaining to the services to be performed by the Consultant were undertaken between Consultant and a committee selected by the Board of County Commissioners, and this Agreement incorporates the results of such negotiation.

# ARTICLE 3 SCOPE OF WORK

The Consultant will provide certain professional consultant services for the tasks outlined in Escambia County's Request for Letters of Interest (RLI) in Specification No. PD 13-14.061, Professional Services for Crescent Lake Dam Restoration, and as represented in the Consultant's Letter of Interest response to PD 13-14.061, subsequent interview, and proposal presentation. In the event of a conflict between the terms of the proposal and this Agreement, the terms of this Agreement shall prevail.

- 3.1 The basic services to be provided are set forth in Exhibit "A," attached hereto and incorporated by reference herein, and unless otherwise specified, such services shall be completed in accordance with the standard care in the profession at the time such services are rendered.
- 3.2 Such services, generally, shall include those services performed by a consultant, its employees, and subcontractors, as more specifically enumerated in the Scope of Work of Exhibit "A" and any other services specifically included therein.
- 3.3 The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the Consultant under this Agreement. The consultant shall, without additional compensation, correct or revise any errors or omissions in its designs, drawings, specifications, and other services furnish pursuant to the Agreement.

- (a) Neither the County's review, approval or acceptance of, nor payment for, the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and the Consultant shall be and remain liable to the County in accordance with applicable law for all damages to the County caused by the Consultant's negligent performance of any of the services furnished under this Agreement.
- (b) The rights and remedies of the County provided for under this Agreement are in addition to any other rights and remedies provided by law.
- (c) If the Consultant is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.
- 3.4 The Consultant shall accomplish the design services required under this Agreement so as to permit the award of a contract at a price that does not exceed the estimated construction contract price as set forth in paragraph (b) below. When bids or proposals for the construction contract are received that exceed the estimated price, the Consultant shall perform such redesign and other services as are necessary to permit contract award within the funding limitation. These additional services shall be performed at no increase in the price of this Agreement. However, the Consultant shall not be required to perform such additional services at no cost to the County if the unfavorable bids or proposals are the result of conditions beyond its reasonable control.
  - (a) The Consultant will promptly advise the County if it finds that the project being designed will exceed or is likely to exceed the funding limitations, and it is unable to design a usable facility within these limitations. Upon receipt of such information, the County will review the Consultant's revised estimate of construction cost. The County may, if it determines that the estimated construction contract price set forth in this Agreement is so low that award of a construction contract not in excess of such estimate is improbable, authorize a change in scope or materials as required to reduce the estimated construction cost to an amount within the estimated construction contract price set forth in paragraph (b) below, or the County may adjust such estimated construction contract price. When bids or proposals are not solicited or are unreasonably delayed, the County shall prepare an estimate of constructing the design submitted and such estimate shall be used in lieu of bids or proposals to determine compliance with the funding limitation. In the event the county increases the amount in (b) below the compensation to the consultant may be increased equitably.
  - (b) The estimated construction contract price for the project described in the Agreement is \$675,000.
- 3.5 The Consultant may be liable for County costs resulting from negligent, reckless or intentionally wrongful errors or omissions in designs furnished under this Agreement, or failure to timely perform its services under this Agreement. Therefore, when a modification to a construction contract is required because of a negligent, reckless or intentionally wrongful error or omission in the services provided under this Agreement, the County (with the advice of technical personnel and legal counsel) shall consider the extent to which the Consultant may be reasonably liable. The County shall enforce such liability and collect the amount due, if the recoverable cost will exceed the administrative cost involved or is otherwise in the County's interest.

# ARTICLE 4 TIME FOR PERFORMANCE

- 4.1 The schedule for completion of the Consultant's services shall be in accordance with Exhibit "B," which is attached hereto and made a part hereof. Such schedule may be modified from time to time upon the mutual consent of the County and the Consultant.
- 4.2 These services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. The Consultant's schedule for the performance of its services shall include allowances for periods of time required for the County's review and for its approval of submissions by the Consultant. Time limits established by this schedule, which are hereby approved by the County, shall not be exceeded by the Consultant, except for reasonable cause.
- 4.3 Prior to beginning the performance of any basic services under this Agreement, the Consultant must receive in writing a Notice to Proceed from the Contract Administrator.

# ARTICLE 5 COMPENSATION AND METHOD OF BILLING AND PAYMENT

- 5.1 <u>COMPENSATION:</u> The County agrees to pay the Consultant, as compensation for its services under Section 3.1 of this Agreement, an aggregate fee for certain project tasks pursuant to the fee schedule set forth in Exhibit "C," attached hereto and made a part hereof. At the completion of each task, the Consultant will be compensated by a lump sum amount, which has been negotiated for that task, unless otherwise mutually agreed to by the parties hereto. The total fee for all such services, to be performed by the Consultant, including costs, direct expenses, and any other charges described in Section 5.3, is to be paid as follows: A lump sum amount of Two Hundred Five Thousand One Hund Thirty Dollars and Fifty Cents (\$205,130.50). Final payment will be subject to approval by the Board of County Commissioners.
- 5.2 <u>FEE SCHEDULE:</u> The "fee schedule," as used herein, shall mean the charges shown in Exhibit "C" for certain tasks to be performed by the Consultant. Such fees shall include, all inclusively the Consultant's salaries of professional and administrative staff, sick leave, vacation, unemployment, excise and payroll taxes, contributions for social security, unemployment compensation insurance, retirement benefits, medical and insurance benefits, air travel, auto travel, telephone, facsimile, reproduction costs, other routine overhead expenses, profit, and all other expenses of every type.
- 5.3 <u>DIRECT EXPENSES</u>: Direct expenses are those expenses directly attributable to the Project, which will be exclusively borne by Consultant, and are included in its aggregate fee, they shall include, but not be limited to, the following:
  - (a) Transportation expenses in connection with the Project.
  - (b) Living expenses in connection with travel and any other travel expenses.
  - (c) Long distance communications and other miscellaneous budget expenses.
  - (d) Cost of printing plans, drawings, and specifications which are required by or of the Consultant to deliver the services set forth in this Agreement. The Consultant agrees and understands that it will furnish to the County two (2) sets of all Project plans, reports, and specifications in a bound format acceptable to the County.

(e) Cost of any software or hardware used or developed for the Project, including CAD/CADD time.

## 5.4 <u>METHOD OF BILLING AND PAYMENT:</u>

(a) For lump sum contracts, the Consultant may submit bills to the County at the completion and approval of each task or at the partial completion of a task on a pro-rata basis. However, requests for payment shall not be made more frequently than once a month. The Consultant shall submit such monthly statements identifying the nature of the work performed.

Calculations shall be made monthly of the amount and value of the work accomplished and services performed by the Consultant which meet the standards of quality established under this Agreement. The estimates shall be prepared by the Consultant and accompanied by such supporting data as required by the Contract Administrator.

- (b) The County agrees that it shall pay the Consultant within forty five (45) business days of receipt of the Consultant's statement provided that the invoice is correct and is consistent with the terms of this Agreement.
- (c) Payments under this Agreement and interest on any late payments shall be governed by the Florida Prompt Payment Act, §§ 218.70, et seq., as amended.

#### 5.5 NOTICES:

- (a) Any notice, invoice, payment, or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or other private courier service, such as Federal Express.
- (b) Unless otherwise notified in writing of a new address, notices, payment, and invoices shall be made to each party at the below listed addresses. Rejection, or other refusal by the addressee to accept, or the inability of the courier service, or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.
- (c) Payments and Notices to the Consultant shall be made to:

Volkert, Inc. 6601 North Davis Highway, Suite 53 Pensacola, Florida 32504

(d) Invoices to the County shall be sent to: Notices to the County shall be sent to:

Jeremy King Senior Engineering Project Coordinator Public Works/Engineering 3363 West Park Place Pensacola, FL 32501 Jack R. Brown County Administrator P.O. Box 1591 Pensacola, Florida 32597-1591

# ARTICLE 6 ADDITIONAL SERVICES AND CHANGES IN SCOPE OF WORK

6.1 The County or the Consultant may request changes that would increase, decrease, or otherwise modify the Scope of Work to be provided under this Agreement. Such changes must be in accordance with the procurement policies of the County and must be contained in a written amendment, executed by the parties thereto, with the same formality and of equal dignity prior to any deviation from the terms of this Agreement, including the initiation of any extra work.

# ARTICLE 7 COUNTY'S RESPONSIBILITIES

- 7.1 The County shall furnish to the Consultant, as required for performance of the Consultant's basic services, all available data prepared by or the result of the services of others, including without limitation (as may be appropriate): building plans and related drawings, core borings, probings, and subsurface explorations, hydraulic surveys, laboratory tests, and inspections of samples, materials, and equipment, appropriate professional interpretations of all of the foregoing; environmental assessments and impact statements, appropriate professional interpretations of all of the foregoing; property boundary, easement, rights-of-way, topographic and utility surveys; property descriptions; zoning, deed, and other land use restrictions; and any other special data or consultations relating to this Project.
- 7.2 The County shall arrange for access to and make all provisions for the Consultant to enter upon public and private property as required for the Consultant to perform its services.
- 7.3 Within a reasonable time so as not to delay the services of the Consultant, the County shall examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by the Consultant, obtain advice of an attorney, insurance counselor, or other Consultants, as the County deems appropriate, for such examinations and the rendering, if required, of written opinions pertaining thereto.
- 7.4 The County shall furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
- 7.5 The County shall give prompt written notice to the Consultant whenever the County observes or otherwise becomes aware of any development that affects the scope of timing of the Consultant's services, or any defect in the work of the Consultant.

# ARTICLE 8 CONSULTANT'S RESPONSIBILITIES

#### 8.1 QUALITY OF SERVICES:

- (a) The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished pursuant to this Agreement.
- (b) To that end, the Consultant shall correct or shall revise, without additional compensation, any errors or omissions in its work product or shall make such revisions

as are necessary as the result of the failure of the Consultant to provide an accurate, more efficient, and properly constructable product in its designs, drawings, specifications, or other services.

- (c) The County's review/approval/acceptance of or payment for the services required by this Agreement shall NOT be construed to operate as a waiver of any rights or of any cause of action arising out of the performance of this Agreement. Additionally, the Consultant shall be and remain liable to the County in accordance with applicable law for all damages to the County caused by the Consultant's negligent performance of any of the services furnished under this Agreement.
- (d) The rights and remedies of the County provided for under this Agreement are in addition to any other rights and remedies otherwise provided by law.

### 8.2 CONSULTANT PROFESSIONAL REGISTRATION AND CERTIFICATION:

- (a) The design services provided to the County by the Consultant shall be certified by professional consultants registered to practice and in good standing in the State of Florida. Any project inspection services also shall be reviewed and shall be approved by such professional consultants.
- (b) The survey services provided to the County by the Consultant shall be certified by professional land surveyors registered to practice and in good standing in the State of Florida.
- (c) Permit applications to State and Federal agencies prepared by the Consultant shall be signed and shall be sealed by the Consultant, as the project's Consultant of Record. For all such permit applications, post-construction certification also shall be made by the Consultant to the appropriate State or Federal permitting agency.

# ARTICLE 9 GENERAL PROVISIONS

### 9.1 OWNERSHIP OF DOCUMENTS:

- (a) Drawings, specifications, design, models, photographs, reports, surveys, and other data, including intellectual property of any type or description, produced by the Consultant in connection with this Agreement are and shall remain the property of the County whether the Project for which they were made is completed or not. Such ownership also shall include any electronic files developed or created of such documents.
- (b) When such documents are provided to other parties, the Consultant shall ensure return of the County's property by collecting, if appropriate, a deposit equal to the cost of reproduction. Such deposit shall be returned if the documents are timely returned in a useable condition. Otherwise, such deposit shall be retained by the Consultant.

### 9.2 TERMINATION:

- (a) This Agreement may be terminated by either party for cause, or by the County for convenience, upon fourteen (14) days written notice by the terminating party to the other party of such termination in which event the Consultant shall be paid its compensation for services performed to termination date, including all reimbursable expenses then due or incurred to the date of termination.
- (b) Termination for cause shall include, but not be limited to, misuse of funds, fraud, lack of compliance with applicable rules, laws, regulations, and ordinances, and failure to perform in a timely manner any provision of this Agreement.
- (c) In no event shall a termination for convenience by the County be deemed a default, and any such termination shall not subject the County to any penalty or other claim for damages. If the Consultant abandons this Agreement or causes it to be terminated, the Consultant shall indemnify the County against any loss pertaining to this termination up to a maximum of 1.3 times the full contracted fee amount of the Project. All finished or unfinished documents, data, studies surveys, drawings, maps, models, photographs, and reports prepared by the Consultant shall become the property of the County and shall be immediately delivered by the Consultant to the County.
- (d) Vendor suspension or debarment proceedings brought by County pursuant to Chapter 46, Article II, Division 2, Section 46-102, Escambia County Code of Ordinances, shall be grounds for immediate termination of this Agreement.

#### 9.3 RECORDS:

- (a) The Consultant shall keep such records and accounts and shall require any subcontractors to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement and any expenses for which the Consultant expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by the County, and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by the County of any fees or expenses based upon such entries.
- (b) The Consultant acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. In the event the Consultant fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any right or remedy and after giving the Consultant and its surety, if any, seven (7) days written notice, during which period the Consultant still fails to allow access to such documents, terminate the employment of the Consultant. In such case, the Consultant shall not be entitled to receive any further payment. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the Consultant (excluding monies owed the Consultant for subcontractor work).

- 9.4 <u>NO CONTINGENT FEES</u>: The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the County shall have the right to terminate the Agreement without liability and at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.
- 9.5 <u>SUBCONTRACTORS</u>: The County approves the use of subcontractors by the Consultant. In the event the Consultant, during the course of the work under this Agreement, requires the services of any subcontractors or other professional associates in connection with services covered by this Agreement, it must secure the prior written approval of the County for employment of such subcontractors.
- 9.6 <u>ASSIGNMENT</u>: This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the Consultant, without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

#### 9.7 HOLD HARMLESS AND INDEMNIFICATION OF COUNTY:

The Consultant agrees to hold harmless and indemnify the County and its agents, officers, and employees from all liabilities, damages, losses, and costs, including attorneys' fees and paralegals' fees, incurred by County to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Consultant or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Consultant, or by any other person for whom the Consultant is legally liable. Consultant's obligation as provided herein shall be limited to its proportionate share of liability to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Consultant or by any person, firm or corporation to whom any portion of the Work is subcontracted by Consultant, and Consultant shall not be required to indemnify and hold harmless County where County's negligence, recklessness, or intentional wrongful misconduct is determined by a court of competent jurisdiction to be the sole cause of its liabilities, damages, losses and costs, including attorney's and paralegal fees.

County and Consultant agree one percent (1%) of the Contract Amount paid by County to Consultant shall be given as separate consideration for this indemnification, and any other indemnification of County by Consultant provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Consultant by Consultant's acceptance and execution of the Agreement.

Consultant agrees that such indemnification by the Consultant relating to any matter which is the subject of this Agreement shall extend throughout the term of this Agreement and any statutes of limitations thereafter. The Consultant's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

- 9.8 INSURANCE: The Consultant is required to carry the following insurance:
  - (a) Commercial General Liability with \$1,000,000 minimum per occurrence, including coverage parts of bodily injury, property damage, broad form property damage, personal injury, independent contractors, blanket contractual liability, and completed operations.
  - (b) Automobile Liability with \$1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.
  - (c) Professional Liability coverage with \$1,000,000 minimum limit, except where the estimated construction contract price for the project described in the Agreement is greater than \$5 Million dollars, the minimum limit of professional liability coverage shall be equal to 25% of the estimated construction contract price for the project. Said coverage shall be continuously maintained and in effect for a period of not less than **five** (5) years from the effective date of this Agreement. The policy limit of liability shall not include legal fees and other defense costs. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the effective date of this Agreement and shall not be advanced.

If at any time during the aforementioned policy period there should be a cancellation, non-renewal, or lapse in coverage, professional liability coverage shall be extended for the remainder of the five year period with a supplemental extended reporting period (SERP) endorsement to take effect upon expiration of the policy period referenced above. The limits of liability applicable to the SERP coverage shall be equal to the limits of liability applicable to the policy referenced above and to which the endorsement attaches.

- (d) Florida statutory workers' compensation and employers' liability with employer's liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease.
- (e) It is understood and agreed by the parties that in the event that the Consultant, as defined in Section 1.2, consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.
- (f) All liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be a minimum financial size of VII, according to the latest edition of the A.M. Best Key Rating Guide. An A or better Best Rating is referred; however, other ratings if "Secure Best Ratings" may be considered. Liability policies shall be underwritten on the occurrence basis, except the professional and environmental impairment coverage may be provided on a claims made basis. Escambia County and the Board of County Commissioners shall be "additional insured's" on all liability policies (except professional liability). Certificates of insurance shall be provided to Claudia Simmons, Purchasing Manager, P.O. Box 1591, Pensacola, Florida 32597-1591 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County and shall provide for a minimum of thirty (30) days notice of cancellation. Escambia County and the Board of County Commissioners also shall be the certificate holders.

# 9.9 REPRESENTATIVE OF COUNTY AND CONSULTANT:

- (a) It is recognized that questions in the day-to-day conduct of the Project will arise. The Contract Administrator, upon request by the Consultant, shall designate and shall advise the Consultant in writing, persons to whom all communications pertaining to the day-to-day conduct of the Project shall be addressed.
- (b) The Consultant shall inform the Contract Administrator in writing of the representative of the Consultant to whom matters involving the conduct of the Project shall be addressed.

### 9.10 ALL PRIOR AGREEMENTS SUPERSEDED:

- (a) This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or Agreements whether oral or written.
- (b) It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.
- 9.11 <u>TRUTH-IN-NEGOTIATION CERTIFICATE</u>: The signing of this Agreement by the Consultant shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the County determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of this Agreement.
- 9.12 <u>HEADINGS</u>: Headings and subtitles used throughout this Agreement are for the purpose of convenience only, and no heading or subtitle shall modify or be used to interpret the text of any section.
- 9.13 <u>GRATUITIES</u>: Neither the Consultant nor any of its employees, agents, and representatives shall offer or give to an officer, official, or employee of the County gifts, entertainment, payments, loans, or other gratuities. The Consultant acknowledges knowledge of the State of Florida's ethics statutes and to the extent applicable to the Consultant, the Consultant agrees to abide with such statutes.
- 9.14 <u>CONFLICT OF INTEREST</u>: The Consultant hereby certifies that it will completely disclose to the County all facts bearing upon any possible conflicts, direct or indirect, with its performance which it believes that any officer, employee, or agent of the Consultant now has or will have. Said disclosure shall be made by the Consultant contemporaneously with the execution of this Agreement and at any time thereafter that such facts become known to the Consultant. The Consultant at all times shall perform its obligations under this Agreement in a manner consistent with the best interests of the County. Failure to abide by this section shall

result in the immediate termination of this Agreement pursuant to Chapter 46, Article II, Division 4 of the Escambia County Code of Ordinances.

- 9.15 <u>SURVIVAL</u>: All other provisions which, by their inherent character, sense, and context are intended to survive termination of this Agreement, shall survive the termination of this Agreement.
- 9.16 <u>GOVERNING LAW</u>: This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue for any matter which is a subject of this Agreement shall be in the County of Escambia.
- 9.17 <u>INTERPRETATION</u>: For the purpose of this Agreement, the singular includes the plural and the plural shall include the singular. References to statutes or regulations shall include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation referred to. Words not otherwise defined that have well-known technical or industry meanings, are used in accordance with such recognized meanings. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities.
  - (a) If the Consultant discovers any material discrepancy, deficiency, ambiguity, error, or omission in this Agreement, or is otherwise in doubt as to the meaning of any provision of the Agreement, the Consultant shall immediately notify the County and request clarification of the County's interpretation of this Agreement.
  - (b) This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.
- 9.18 <u>SEVERABILITY</u>: The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance hereof shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provision.
- 9.19 <u>COMPLIANCE WITH LAWS</u>: The Consultant shall keep fully informed regarding and shall fully and timely comply with all current laws and future laws that may affect those engaged or employed in the performance of this Agreement. Without limiting the generality of the foregoing, the Consultant shall observe all rules and regulations of federal, state, and local officials relating to the subject matter of this Agreement.
- 9.20 EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY): In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, the CONTRACTOR must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONTRACTOR must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the CONTRACTOR is a state or local government, the CONTRACTOR may choose to verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment

eligibility of all employees assigned to the Agreement; and (4) include these requirement in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

- 9.21 <u>PARTICIPATION IN OTHER PROCEEDINGS</u>: At the County's request, the Consultant shall allow itself to be joined as a party in any legal proceeding that involves the County regarding the design, construction, or installation of any matter which is the subject of this Agreement. This provision is for the benefit of the County and not for the benefit of any other party.
- 9.22 <u>FURTHER DOCUMENTS</u>: The parties shall execute and deliver all documents and perform further actions that may reasonably necessary to effectuate the provisions of this Agreement.
- 9.23 <u>NO WAIVER</u>: The failure of the Consultant or the County to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of any other provision or of either party's right to thereafter enforce the same in accordance with this Agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates under each signature: Escambia County, Florida through its Board of County Commissioners, signing by its County Administrator, duly authorized to execute this Agreement through the express delegation of authority set forth in Chapter 46, Article II of the Escambia County Code of Ordinances, and Volkert, Inc., signing by and through its David Webber, P.E., Senior Vice President, duly authorized to execute same.

		COUNTY: ESCAMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners.
		By:
Witness		Date:
Witness		BCC Approved: April 9, 2015
		CONSULTANT: Volkert, Inc., a Florida Corporation authorized to do business in the State of Florida.
ATTEST:	Corporate Secretary	By:
_		_
By:	rotory	Date:
Seci	retary	



March 25, 2015

Mr. Jeremy King, P.E. Escambia County Engineering- Division of Public Works Project Manager 3363 West Park Place Pensacola, FL 32505

### PD 13-14.061 Crescent Lake Dam Restoration Project

# Escambia County, FL

# **Revised Scope of Services:**

On April 29th and 30th Escambia County, Florida experienced rainfall in excess of 20 inches. During the rainfall event a portion of the existing earthen dam on the south end of Crescent Lake failed causing the lake to drain and deposit sediment and debris in the adjacent wetland. Crescent Lake serves as a recreational facility for surrounding residents as well as a storm water discharge point for the surrounding area. The purpose of the project is to restore the dam so that functionality can return to the lake. All services for design and construction shall meet the minimum requirements for County funding reimbursement through the United States Department of Agriculture- National Resources Conservation Service (NRCS) - Emergency Watershed Protection (EWP) funding program. Volkert will coordinate with the NRCS throughout the duration of the project. The NCRS-EWP funding requires design and construction to be complete within 220 days of the funding date. The as-builts and final certifications can be completed beyond the 220 day time frame. Volkert has meet with the permitting agencies on several occasions, most recently onsite on Monday, March 23rd with the USACE and a multiple agency, FDEP, NWFWMD and USACE, meeting on Tuesday, March 24th to discuss the scope and permitting requirements for the project. The NWFWMD has jurisdiction for the State of Florida and the work for the Restoration of the Dam and sediment/debris removal will fall under the existing Emergency Order, which has a current expiration date of June 29, 2015. The NWFWMD has indicated that the Emergency Order will be extended for one year, if the emergency order is not extended Volkert has provided an optional services item to obtain an ERP Permit for the work. The USACE has federal jurisdiction and the work for the Restoration of the Dam and sediment/debris removal will fall under a Nationwide Permit 37. Volkert is not aware of any additional permitting requirements required for the proposed scope of work.



The Scope of Services will include the following:

#### **Engineering Services:**

- Coordination with County Staff, NWFWMD, USACE and NRCS
- Field Reviews of Existing Site Conditions
- Surveying & Geotechnical over-site and coordination
- Coordinate with the Escambia County Project Manager and selected contractor to provide dewatering measures at the dam breach- Provide sketch and written scope of work
- Provide phased plans- Sediment/Debris Removal Plans first and Dam Restoration Plans second
- Complete Plans and Specifications for the Restoration of the Earthen Dam 30%, 60%, 90%, and 100%
- Plan Reviews with County Staff 30%, 60%, 90%, and 100%
- Bi-weekly Status Reports to Escambia County Project Manager
- Detailed Hydrologic and Hydraulic Studies of Crescent Lake and watershed area using the effective FEMA Model. Analyses will include a duplicate effective model, corrected effective Model, existing conditions model, April Storm Event model, and alternative models. These alternative models will include but, are not limited to, a proposed conditions model of the dam built back to its original conditions, a proposed conditions model meeting all county, state, and federal regulations (i.e. top of dam elevation above the 100 year base flood elevation), and any other proposed dam scenarios that may be developed based on the geotechnical evaluations. A minimum of one model will be developed to meet the counties specifications as outlined in the PD 13-14.061 Request for Letters of Interest. All existing and proposed conditions models will include analysis of the existing primary overflow structure for capacity and condition. April 29th and 30th storm event modeling will be completed using agreed upon rain fall data.
- All proposed models will include an analysis of the design of an Emergency Overflow Weir for the Dam to possibly prevent future failures
  - O Design will look to improve key components of the emergency overflow to meet current standards and provide sustainable improvements for future storms
- Provide Structural Analysis and Report for Existing Concrete Overflow Structure
- Preparation of an Operation and Maintenance Plan for the Dam and Discharge Structures
- Bidding Services for Sediment/Debris Removal plan to include required Bid Documents, Estimates, Conduct Pre-Bid Meeting, Response to RFI's, provide Bid Recommendations and attend Pre-construction meeting
- Bidding Services for Dam Reconstruction to include required Bid Documents, Estimates, Conduct Pre-Bid Meeting, Response to RFI's, provide Bid Recommendations and attend Pre-construction meeting
- CEI Services for the Dam Reconstruction, provided as an allowance



#### **Environmental Services:**

- Initial site visit by Volkert Environmental. General measurements/dimensions of areas damaged.
- Agency Coordination/Permitting
  - Arrange for initial on-site review with USACE, NWFWMD, NRCS and the County determine agency compliance requirements under Emergency Orders or Nationwide Permits;
  - o Arrange for combined agency meeting at Volkert's Pensacola Office or County office to get approval of proposed activities and proposed methodology.
  - Continued coordination as needed.
  - o Provide Permitting/Coordination under Emergency Orders or Nationwide Permits
- Delineation of sediment/debris using Trimble Geo XH GPS unit (sub-foot accuracy, post processing) for Jurisdictional Area between Crescent Lake Dam and Michigan Avenue.
  - o Delineate and determine extent and amounts of debris:
    - Downstream of the dam breach(to visual extent);
    - Downstream of outfall structure(approx. 200 feet to visual extent);
    - Determine extent of sediment/debris in areas not visible from the dam;
- Perform initial evaluation of wetland impacts resulting from sediment and debris deposition;
  - o Develop descriptive text with conclusions, recommendations, and whether leaving sediment in place will lead to future wetland degradation
  - Coordinate with NRCS and Agencies to determine extent of sediment/debris removal required;
- Develop sediment/debris removal plan;
  - Estimate quantities
  - o Coordination with receiving locations;
  - o Determine staging areas for dewatering and removal;
  - Review with County;
  - Review with Agencies;
- Final Agency Coordination and As-Built Certifications.

*The Environmental scope and fees are based on the work being done under the emergency order or a Nationwide Permit. If an Individual Permit is required it will be prepared under the optional service item below.

#### **Environmental ERP Permit, Optional Service:**

- Agency Coordination/Permitting
  - Arrange for initial on-site review with NWFWMD and County to determine agency compliance requirements under the ERP process and to get approval of proposed activities and proposed methodology;
  - Continued coordination as needed.
  - o Provide Permitting under ERP Permit



#### <u>Lake Level -Alarm Notification Design, Optional Service:</u>

 Provide design of Alarm Notification Capabilities for the Overflow Structure to notify Maintenance personnel that orifice needs to be opened to bring the lake levels down, Onsite Training with County Staff on Lake Level Alarm System Optional Service

#### **Public Involvement, Optional Service:**

- Public Involvement to include time to prepare for and attend meetings with Escambia County Staff and affected residences to discuss the overall project.

#### **Deliverables:**

**Dewatering Plan**- Provide a sketch and written scope to be provided to select contractors- All items to be provided in Electronic (.pdf) and 2 Hard Copies.

**30% Submittal**- 30% Plans which include preliminary Key Sheet/General Notes/Existing Dam/Typical Dam Section/Details/SWPPP/Cross Sections, Preliminary Sediment/Debris Removal Plan, Permit Applications, as required- All items to be provided in Electronic (.pdf) and 2 Hard Copies.

**60%** Submittal- 60% Plans which include preliminary Key Sheet/General Notes/Dam Design/Summary of Pay Items/ Typical Dam Section/Details/Summary of Quantities/Emergency Overflow Weir/Cross Sections/SWPPP, Preliminary Specification, Final Sediment/Debris Removal Plan, Preliminary Hydrological Study, Preliminary Slope Stability Analysis, Preliminary O&M Plan for Dam and Discharge Structures, Structural Analysis Report for Existing Discharge Structure, Permit Applications, as required - All items to be provided in Electronic(.pdf) and 2 Hard Copies.

**90% Submittal-** 90% Plans which include complete Key Sheet/General Notes/Dam Design/Summary of Pay Items/ Typical Dam Section/Details/Summary of Quantities/Emergency Overflow Weir/Cross Sections/SWPPP, Complete Specifications, Final Hydrological Study, Final Slope Stability Analysis, Final O&M Plan for Dam and Discharge Structures- All items to be provided in Electronic(.pdf) and 2 Hard Copies.

**100% Submittal-** 100% Plans which include final Key Sheet/General Notes/Dam Design/Summary of Pay Items/ Typical Dam Section/Details/Summary of Quantities/Emergency Overflow Weir/Cross Sections/SWPPP, Final Specifications- All items to be provided in Electronic (original format and .pdf) and 2 Hard Copies for County Files.

**As-Builts/Closeout-** Debris and Sediment Removal Reports and Required Permits/Certifications.



#### **Schedule:**

Work will be scheduled upon receipt of authorization and will continue until complete in order to meet the agreed upon schedule.

Should you have any questions or comments, please give me a call.

Sincerely,

Mike Warnke, P.E. Project Manager

Volkert, Inc.

### 13-14.061 Crescent Lake Dam Restoration

## Escambia County, FL

Mar 25, 2015

Project manager

**Project dates** Apr 20, 2015 - Nov 10, 2015

Completion0%Tasks27Resources0

### 13-14.061 Crescent Lake Dam Restoration

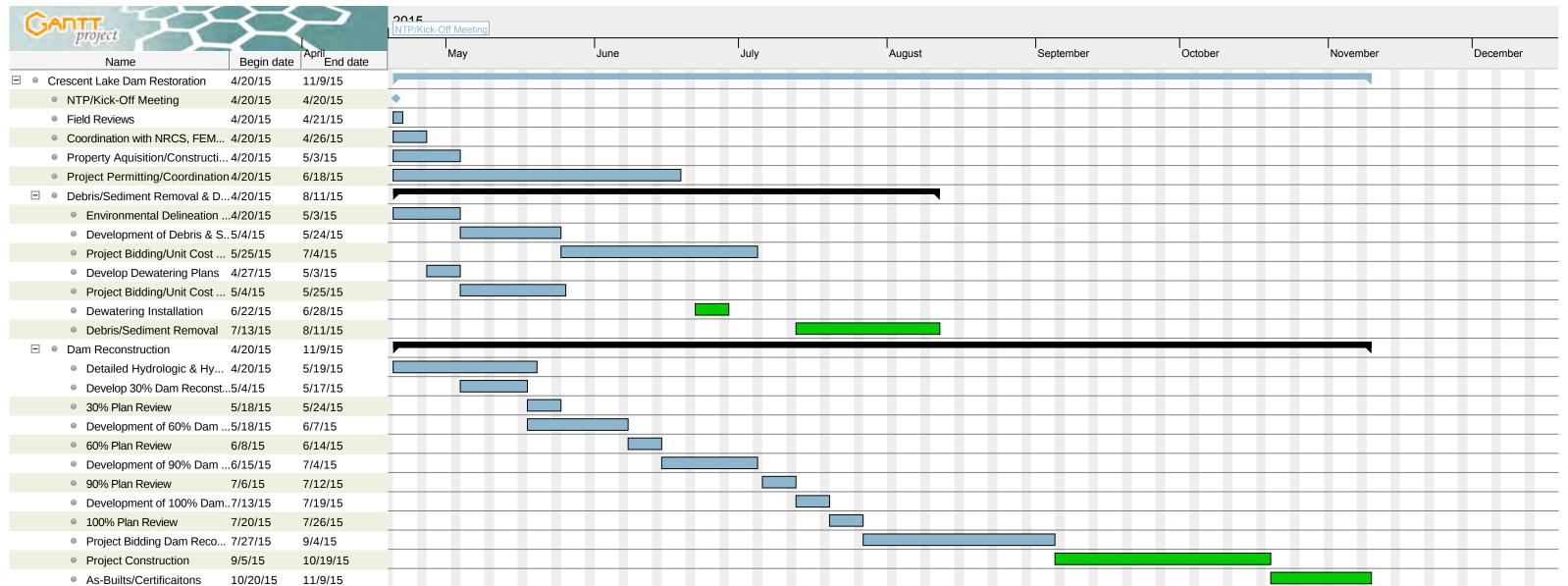
Exhibit "B"

Mar 25, 2015 Tasks

Name	Begin date	End date	
Crescent Lake Dam Restoration	4/20/15	11/9/15	
NTP/Kick-Off Meeting	4/20/15	4/20/15	
Field Reviews	4/20/15	4/21/15	
Coordination with NRCS, FEMA, County, & Permitting Agencies	4/20/15	4/26/15	
Property Aquisition/Construction Easement Approvals	4/20/15	5/3/15	
Project Permitting/Coordination	4/20/15	6/18/15	
Debris/Sediment Removal & Dewatering	4/20/15	8/11/15	
Environmental Delineation of Debris & Sediment	4/20/15	5/3/15	
Development of Debris & Sediment Removal Plans	5/4/15	5/24/15	
Project Bidding/Unit Cost Agreement Sediment/Debris Removal	5/25/15	7/4/15	
Develop Dewatering Plans	4/27/15	5/3/15	
Project Bidding/Unit Cost Agreement Dewatering Plans (Under \$50k)	5/4/15	5/25/15	
Dewatering Installation	6/22/15	6/28/15	
Debris/Sediment Removal	7/13/15	8/11/15	
Dam Reconstruction	4/20/15	11/9/15	
Detailed Hydrologic & Hydraulic Study	4/20/15	5/19/15	
Develop 30% Dam Reconstruction Plans	5/4/15	5/17/15	
30% Plan Review	5/18/15	5/24/15	
Development of 60% Dam Reconstruction Plans	5/18/15	6/7/15	
60% Plan Review	6/8/15	6/14/15	
Development of 90% Dam Reconstruction Plans	6/15/15	7/4/15	
90% Plan Review	7/6/15	7/12/15	
Development of 100% Dam Reconstruction Plans	7/13/15	7/19/15	
100% Plan Review	7/20/15	7/26/15	
Project Bidding Dam Reconstruction	7/27/15	9/4/15	
Project Construction	9/5/15	10/19/15	
As-Builts/Certificaitons	10/20/15	11/9/15	

### 13-14.061 Crescent Lake Dam Restoration Exhibit "B" Mar 25, 2015

**Gantt Chart** 



# VOLKERT, INC. MANPOWER AND FEE PROPOSAL

#### **FOR**

### **Escambia County Board of County Commission**

**Crescent Lake Dam Repair** 

**Escambia County, Florida** 

Coordination, Permitting, Construction Plans and Construction Observation

March 25, 2015

Project No. N/A	
County Escambia	
<b>Description</b> Crescent Lake Dam Repair	
Coordination, Permitting, Co Scope of Work Construction Observation	onstruction Plans and
Consultant Volkert, Inc.	
GRAND TOTAL OF FEE PROPOSA	<b>AL</b>
BASE SERVICES	
Environmental	\$29,992
Engineering Design	\$101,413
SUB-TOTAL BASE FEE	\$131,405
OPTIONAL SERVICES	• •
Environmental ERP Permitting  Lake Level - Alarm Notification - Develop design of alarm notification capabilities for the overflow	\$16,390
structure to notify maintenance personnel that orifice needs to be opened to bring lake levels	
down	\$5,110
	43,110
Public Involvement	\$2,244
SUB-TOTAL OPTIONAL FEE	\$23,744
CEI SERVICES BUDGET	•
Construction Observation Budget Allowance	
Billed Hourly Rate as per Attached Fee Schedule	040,004,50
(Budget allowance)	\$49,981.50
GRAND TOTAL FEE	\$205,130.50

#### **LABOR RATES**

Classification	Hourly Rate
Project Manager	\$155.00
Staff 2 Professional	\$120.00
Environmental Manager	\$155.00
Environmental Professional II	\$120.00
Engineering Technician/CADD	\$100.00
Clerical	\$70.00

^{**}Certification of Out-of-Pocket Expenses:

If Out-of-Pocket Expenses are included in this proposal, we hereby certify that these costs are not included in the Combined Overhead Rate and are typically invoiced to all clients as a direct job cost.



Project Manager

Position/Title

Project No.	N/A				
County	Escambia				
=	Description Crescent Lake Dam Repair				
•		Construction Plans and Construction (			
200,000					
Consultant	Volkert, Inc.				
	vironmental Base So	ervices)			
		,			
PERSONNEL COST					
	Hours x Hourly Rate				
Project Manager (10% Env.)	<b>4.40</b> \$ 155.00	\$ 682.00			
Environmental Manager	44.00 \$ 155.00	\$ 6,820.00			
Environmental Professional II	<b>174.00</b> \$ 120.00	\$ 20,880.00			
Clerical	23.00 \$ 70.00	\$ 1,610.00			
	Total Direct Labor	\$ 29,992.00			
Out-of-Pocket Expenses**		\$ -			
	Sub-Total	\$ 29,992.00			
	Out Tatal	00,000,00			
	Sub-Total	\$ 29,992.00			
SUB-CONSULTANTS (attach man-day & fee FRO	M each sub-consultant:	show total fee for each here)			
attach man day a root ito	in outil out containing	\$ -			
		\$ -			
		\$ -			
		\$ -			
		\$ -			
		\$ -			
Subconsultant Administration Expense (5%)		\$ -			
. , ,	Sub-Total	\$ 29,992.00			
	TOTAL FEE	\$ 29,992.00			

^{**}See Grand Total Fee sheet

NOTES:

Project No	. N/A					
County Escambia						
	Description Crescent Lake Dam Repair					
<b>  </b>		Construction Plans and Construction				
	, ,					
Consultan	t Volkert, Inc.					
Fee Proposal (Environment	tal Optional Services	- ERP Permitting)				
	<u> </u>	<u> </u>				
PERSONNEL COST						
	Hours x Hourly Rate					
Project Manager (10% Env.)	<b>3.00</b> \$ 155.00	\$ 465.00				
Environmental Manager	<b>30.00</b> \$ 155.00	\$ 4,650.00				
Environmental Professional II	<b>40.00</b> \$ 120.00	\$ 4,800.00				
Clerical	10.00 \$ 70.00	\$ 700.00				
	Total Direct Labor	\$ 10,615.00				
Out-of-Pocket Expenses**		-				
	Sub-Total	\$ 10,615.00				
	Sub-Total	\$ 10,615.00				
	Oub-10tai	10,013.00				
Agency Permitting Fees						
Agency Permitting Fee Allowance	1 \$5,500.00	\$ 5,500.00				
		\$ -				
		\$ -				
		\$ -				
		\$				
		\$ -				
Subconsultant Administration Expense (5%)		\$ 275.00				
	Sub-Total	\$ 16,390.00				
	TOTAL FEE	\$ 16,390.00				

^{**}See Grand Total Fee sheet

NOTES:

Project Number N/A
County Escambia
Description Crescent Lake Dam Repair
Scope of work Coordination, Permitting, Construction Plans and Construction Observation

Consultant Volkert, Inc.

	ESTIMATED HOURS		
ENVIRONMENTAL	ENVIRONMENTAL MANAGER	ENVIRONMENTAL PROFESSIONAL II	
TASK	HOURS	HOURS	
BASE SERVICES			
Initial Site Visit including general measurements/dimensions of areas damaged	4.00	16.00	
Provide pre and post removal photodocumentation (GPS referenced)	0.00	8.00	
On-site review with County USACE, NWFWMD and NRCS	4.00	5.00	
Combined agency meeting for review & approval of proposed activities and methodology	2.00	3.00	
Delineation of sediment/debris for jurisdictional area at Crescent Lake Dam	14.00	60.00	
Develop sediment/debris removal plan for jurisdictional area at Crescent Lake Dam	14.00	60.00	
Perform initial evaluation of wetland impacts resulting from sediment and debris disposition	4.00	14.00	
Final agency coordination & as-built certification SUB-TOTAL BASE SERVICES	2.00 <b>44.00</b>	8.00 <b>174.00</b>	

Project No.	N/A				
County Escambia					
	Description Crescent Lake Dam Repair				
<u> </u>					.C. Dl
			•		iction Plans and
Scope of Work	Construction	n Ol	oservation	1	
Consultant	Volkert, Inc	) <u>.                                    </u>			
Fee Proposal (Engine	eering De	esig	n Base	Service	es)
DEDCOMME! COST					
PERSONNEL COST	Hours x H	Hourl	lv Rate		
Project Manager (10% of Eng.)	54.60		155.00	\$	8,463.00
Staff 2 Professional	546.00	\$	120.00	\$	65,520.00
Engineering Technician/CADD	240.00	\$	100.00	\$	24,000.00
Clerical	49.00		70.00	\$	3,430.00
Total Direct Labor				\$	101,413.00
				_	
Out-of-Pocket Expenses**				\$	-
		Sub	-Total	\$	101,413.00
SUB-CONSULTANTS (attach man-day & fee FROM	/I each sub	-con	sultant;	show to	tal fee for each here)
, , , , , , , , , , , , , , , , , , , ,				\$	-
			\$	-	
Subconsultant Administration Expense (5%)			\$	-	
Sub-Total			-Total	\$	-
		TOT	AL FEE	\$	101,413.00

^{**}See Grand Total Fee sheet

Project No.	N/A				
County	County Escambia				
Description	Crescent L	ake l	Dam Rep	air	
	Coordinatio	n, P	ermitting,	Const	ruction Plans and
Scope of Work	Construction	n Ol	oservation	1	
Consultant	Volkert, Inc	<b>;</b> .			
Fee Proposal (Optio	nal Lake	Lev	el Alarr	n Des	sign)
PERSONNEL COST	Haura v. I	امريدا	ly Doto		
Project Manager (10% of Eng.)	Hours x F		155.00	\$	310.00
Staff 2 Professional	20.00		120.00	\$	2,400.00
Engineering Technician/CADD	24.00		100.00	\$	2,400.00
Clerical	0.00		70.00	\$	· -
	Total Dir	ect l	_abor	\$	5,110.00
Out-of-Pocket Expenses**				\$	-
		Sub	-Total	\$	5,110.00
SUB-CONSULTANTS (attach man-day & fee FROM	/ each sub	-con	sultant:	show t	otal fee for each here)
		-			<u> </u>
Subconsultant Administration Expense (5%)			\$	-	
Sub-Total			\$	•	
		TOT	AL FEE	\$	5,110.00

^{**}See Grand Total Fee sheet

Project No.	N/A				
I	County Escambia				
-	tion Crescent Lake Dam Repair				
·	i e				ction Plans and
Scope of Work					
Consultant					
Fee Proposal (Op	tional Pu	blic	Involv	ement)	
PERSONNEL COST	Hours x I	Hourl	lv Rate		
Project Manager (10% of Eng.)	0.80		155.00	\$	124.00
Staff 2 Professional	8.00		120.00	\$	960.00
Engineering Technician/CADD	2.00	\$	100.00	\$	200.00
Environmental Professional II	8.00	\$	120.00	\$	960.00
Clerical		\$	70.00	\$	-
	Total Dir	ect l	Labor	\$	2,244.00
Out-of-Pocket Expenses**				\$	
Out-of-Focket Expenses		Sub	-Total	\$	2,244.00
		-	1000	<b>.</b>	_,_ :••
SUB-CONSULTANTS (attach man-day & fee FROI	M each sub	-con	sultant;		tal fee for each here)
				\$	-
O. L			Φ.		
Subconsultant Administration Expense (5%)  Sub-Total			\$ <b>\$</b>	-	
		Sub	- i otai	Ф	
		TOT	AL FEE	\$	2,244.00

^{**}See Grand Total Fee sheet

Project Number	N/A
County	Escambia
Description	Crescent Lake Dam Repair
Scope of work	Coordination, Permitting, Construction Plans and Construction Observation
Consultant	Volkert, Inc.

CONSULTANT VOINGER, ITIC.	, ESTIMATED HOURS			
ENGINEERING DESIGN	ENGINEER	TECHNICIAN		
TASK	HOURS	HOURS		
BASE SERVICES				
Coordination with County Staff, NWFWMD,				
USACE, NRCS, Surveying and Geotechnical	36.00	4.00		
Field Reviews	16.00	4.00		
	10.00	4.00		
Coordinate with the Escambia County Project				
Manager and selected contractor to provide				
dewatering measures at the dam breach-				
Provide Sketch and written scope	20.00	8.00		
Develop detailed hydrologic & hydraulic				
studies of Crescent Lake and watershed using				
the effective FEMA model.	210.00	0.00		
Develop structural analysis and report for				
existing concrete overflow structure	16.00	8.00		
Develop 30% Plans	27.00	50.00		
30% Plan Set Review with County Staff	3.00	0.00		
Develop 60% Plans	30.00	62.00		
60% Plan Set Review with County Staff	3.00	0.00		
Develop 90% Plans	24.00	42.00		
90% Plan Set Review with County Staff	3.00	0.00		
Develop 100% Plans & Specifications	22.00	42.00		
100% Plan Set Review with County Staff	3.00	0.00		
Develop & submit bi-weekly status reports to				
Escambia County Project Manager	30.00	0.00		
Prepare Operation & Maintenance Plan for the				
Dam & Discharge Structures	55.00	8.00		
Bidding services for Sediment/Debris Removal				
including required bid documents, attending				
pre-bid meeting, response to RFI's, providing				
bid recommendation and attending pre-				
construction meeting	24.00	6.00		
•	21.00	0.00		
Bidding services for Dam Reconstruction				
including required bid documents, attending				
pre-bid meeting, response to RFI's, providing				
bid recommendation and attednign pre-				
construction meeting	24.00	6.00		
SUB-TOTAL BASE SERVICES	546.00	240.00		
OPTIONAL SERVICES				

ENCINEEDING DECICAL	ESTIMATI	ED HOURS
ENGINEERING DESIGN	ENGINEER	TECHNICIAN
TASK	HOURS	HOURS
Develop design of alarm notification capabilities for the overflow structure to notify maintenance personnel that orifice needs to be opened to bring lake levels down, <b>Optional Service</b>	20.00	24.00
Attend Public Involvment Meetings, <b>Optional Service</b>	8.00	2.00
SUB-TOTAL OPTIONAL SERVICES	28.00	26.00

Project No.	N/A					
1	Escambia					
-	Crescent Lake Dam Repair					
F	i e				uction Plans and	
Scope of Work	Construction Observation					
Consultant	Volkert, Inc					
Fee Proposal (CEI Services Budget)						
PERSONNEL COST	Hours x H	lourl	v Rate			
Construction Manager (10% of Eng.)	15.10		215.00	\$	3,246.50	
Construction Project Engineer	151.00		135.00	\$	20,385.00	
Construction Inspector 2	310.00	\$	85.00	\$	26,350.00	
	0.00		120.00	\$	-	
	0.00		70.00	\$	-	
Total Direct Labor					49,981.50	
0.1.(0.1.15**				•		
Out-of-Pocket Expenses**		Ch	-Total	\$ <b>\$</b>	49,981.50	
		Sub	- i Otai	Ą	49,901.30	
SUB-CONSULTANTS (attach man-day & fee FROI	M each sub	-con	sultant;	show to	tal fee for each here)	
				\$	-	
Subconsultant Administration Expense (5%)			\$	-		
		Sub	-Total	\$	-	
		TOT	AL FEE	\$	49,981.50	

^{**}See Grand Total Fee sheet



## BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-7884 County Administrator's Report 12. 23.
BCC Regular Meeting Budget & Finance Consent

Meeting Date: 04/09/2015

**Issue:** Contract Award PD 02-03.79, Professional Services as Governed by

Florida Statute 287.055

From: Stephan Hall, Interim Department Director

Organization: OMB

**CAO Approval:** 

#### **RECOMMENDATION:**

Recommendation Concerning Professional Services as Governed by Florida Statute 287.055 - Stephan Hall, Management and Budget Services Interim Department Director

That the Board take the following action concerning PD 02-03.79, Professional Services as Governed by Florida Statute 287.055:

A. Award and authorize the County Administrator to sign Task Order-based Continuing Contracts to ARCADIS U.S., Inc., a qualified Engineering Consulting firm, per PD 02-03.79, Professional Services as Governed by Florida Statute 287.055 (A&E Services), on a "Maximum Ceiling" basis fee schedule, as follows:

- Maximum Overhead 168%
- Maximum Profit 12%
- Maximum (Facility Cost of Capital Monies) FCCM 1.50%
- Maximum Multiplier 301% (providing no single item above is exceeded)
- Existing Hourly Rates for each firm (based on a audited or auditable financial package)

B. Authorize the Department(s), in conjunction with the Office of Purchasing, to negotiate Task Orders, according to Florida Statute 287.055, "Consultants' Competitive Negotiation Act" (A&E Services), on a project-by-project basis.

[Funding: Funds to be budgeted for on an annual basis and Project basis]

#### **BACKGROUND:**

The legal advertisement for this "Request for Letters of Interest" (RLI) was originally advertised in the Pensacola News Journal on Sunday, August 24, 2003, in compliance with Professional Services as Governed by Florida Statute F.S. 287.055. Due to the ongoing open nature of this solicitation responses are accepted continually. Purchase Orders may be awarded based on Task Orders negotiated upon the completion of a

selection process in accordance with the provisions of F.S. 287.055 "Consultants' Competitive Negotiation Act". Any Purchase Orders resulting from this contract of \$50,000 or more will require Board approval. This award does not indicate that a Purchase Order is being issued at this time.

#### **BUDGETARY IMPACT:**

Funds to be budgeted for on an annual basis and project basis.

#### **LEGAL CONSIDERATIONS/SIGN-OFF:**

Attorney Standard Form of Contract (Form F, Consulting Services), prepared by the County Attorney.

#### **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, 1999, Chapter 46, Finance, Article II Purchases and Contracts and F.S. 287.055 "Consultants' Competitive Negotiation Act". The legal advertisement for this "Request for Letters of Interest" RLI was originally advertised in the Pensacola News Journal on Sunday, August 24, 2003 in compliance with Professional Services as Governed by Florida Statute F.S. 287.055. Due to the ongoing open nature of this solicitation responses are accepted continually. This Contract has been approved for usage by the Gulf Coast Purchasing Cooperative. Purchase Orders may be awarded based on Task Orders negotiated upon the completion of a selection process in accordance with the provisions of F.S. 287.055 "Consultants' Competitive Negotiation Act". Any Purchase Orders resulting from this contract of \$50,000 or more will require Board approval. This award does not indicate that a Purchase Order is being issued at this time.

#### IMPLEMENTATION/COORDINATION:

Upon receipt of post award compliance documentation and Contract signature, the Office of Purchasing shall notify the Department(s). The Office of Purchasing shall work with Department(s) in negotiation of Task Orders.

#### **Attachments**

ARCADIS U.S., Inc. Agreement

## STANDARD PROFESSIONAL CONSULTING SERVICES CONTRACT DOCUMENTS

**FOR** 

## AGREEMENT BETWEEN ESCAMBIA COUNTY

AND

ARCADIS U.S., Inc.

For

Professional Services as Governed by Florida Statute 287.055 (PD 02-03.79

FORM F: CONSULTING SERVICES FOR TASK ORDERS

(Revised July 11, 2013)

#### **TABLE OF CONTENTS**

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#### **AGREEMENT**

This is an Agreement between Escambia County, a political subdivision of the State of Florida, by and through its Board of County Commissioners, its successors and assigns, with its administrative offices located at 221 Palafox Place, Pensacola, Florida 32502-1590, (hereinafter referred to as "County,") and ARCADIS U.S., Inc., a for-profit corporation, authorized to do business in the State of Florida, its successors and assigns, whose federal identification number is 57-0373224, and whose business address is, 630 Plaza Drive, Suite 100, Highlands Ranch, Colorado 30129, (hereinafter referred to as "Consultant").

#### WITNESSETH:

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:

## ARTICLE 1 DEFINITIONS AND IDENTIFICATIONS

For the purposes of this Agreement and the various covenants, conditions, terms and provisions which follow, the definitions and identifications set forth below are assumed to be true and correct and are therefore agreed upon by the parties.

#### 1.1 BOARD OF COUNTY COMMISSIONERS:

The Board of County Commissioners is the governing body of Escambia County, Florida.

#### 1.2 CONSULTANT:

ARCADIS U.S., Inc. is the Consultant selected to perform professional services pursuant to this Agreement.

#### 1.3 CONTRACT ADMINISTRATOR:

Whenever the term Contract Administrator is used herein, it is intended to mean Paul R. Nobles, CPPO, CPPB, Purchasing Coordinator, Escambia County Office of Purchasing. In the administration of this Agreement, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Contract Administrator.

#### 1.4 COUNTY:

Escambia County, Florida is a body corporate and politic and a political subdivision of the State of Florida.

#### 1.5 NOTICE TO PROCEED:

The Notice to Proceed is the written authorization as defined in Section 1.10 issued by the County or the Contract Administrator to commence the project.

#### 1.6 PROJECT:

The project is the task, as defined in Section 1.10, assigned to the Consultant pursuant to this Agreement.

#### 1.7 PROJECT MANAGER:

The project manager shall mean the staff person within the County who is assigned by the Contract Administrator to oversee the task order work.

#### 1.8 SCOPE OF SERVICES:

The intent of this Agreement is to make available certain design, engineering, surveying, and inspection services for Escambia County as requested and as outlined herein.

#### 1.9 SCOPE OF WORK:

The scope of work is the specific information relating to those certain services provided to the Consultant on an individual project task order including, but not limited to: project description with boundaries, intent of project, anticipated services required, and expected deliverables.

#### 1.10 TASK ORDER:

The task order is a formal written assignment of work, based upon negotiation, which is issued to the Consultant pursuant to this Agreement.

### ARTICLE 2 PREAMBLE

In order to establish the background, context and frame of reference for this Agreement and to generally express the objectives and intentions of the respective parties herein, the following statements, representations, and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and that may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

2.1 Negotiations pertaining to hourly rates for professional services to be performed by the Consultant were undertaken between the Consultant and a committee selected

by the Board of County Commissioners, and this Agreement incorporates the results of such negotiations.

- 2.2 The Board of County Commissioners has met the requirements of Section 287.055, Florida Statutes, as amended, the Consultants' Competitive Negotiation Act, and has selected ARCADIS U.S., Inc., to perform such services hereunder.
- 2.3 Escambia County will budget funds for each task order issued under the Agreement.

## ARTICLE 3 SCOPE OF SERVICES

- 3.1 The Consultant will provide Professional Services as Governed by Florida Statute 287.055 as hereinafter described in this Article 3 for tasks outlined in Escambia County's RFP Specification No. P.D. 02-03.79. In the event of a conflict between the terms of the RFP and this Agreement, the terms of this Agreement shall prevail.
- 3.2 The basic professional services to be provided are as set forth in Exhibit "A," attached hereto and incorporated by reference herein, and unless otherwise specifically excluded from any particular task order, these services shall comport with County guidelines for construction and retrofitting of projects, and local ordinances, State, and Federal laws and regulations.

## ARTICLE 4 ORDERING OF THE WORK

- 4.1 The Consultant is one of several firms selected to perform professional services on same or similar terms pursuant to this Agreement. The County expressly reserves the exclusive right to assign specific task orders to the firm it deems best suited for the type of work to be accomplished. This Agreement does not guarantee any amount or type of task orders to be assigned to the Consultant.
- 4.2 The scope of work, provided by the County, will constitute the basis for negotiation of each task order. When requested by the County, the Consultant will provide a proposal to the County to perform the services requested under this scope of work. The County and the Consultant will enter negotiations to determine a fair and reasonable number of hours, by discipline, for such requested services pursuant to Section 3.2.
- 4.3 In the event a mutually agreeable number of hours is reached, the County will issue a task order which describes the services to be provided by the Consultant and the amount of compensation to be provided by the County. In the event a mutually agreeable number of hours cannot be reached, the Consultant will be requested to provide a best and final offer to the County. If this best and final offer is not acceptable to the County, negotiations will cease with the Consultant, and the County will open

negotiations for the same scope of work with another firm.

## ARTICLE 5 TIME FOR PERFORMANCE

- 5.1 As a part of its task order proposal, the Consultant shall submit to the County a schedule for completion of the scope of work. Pursuant to Article 4 above, this schedule is a negotiable item during task order negotiations.
- 5.2 Prior to beginning the performance of any basic professional services under this Agreement, the Consultant must receive a written Notice to Proceed from the County. For those task orders where a mutual agreement of a fair and reasonable price has been reached, a copy of the fully executed task order will serve as the Consultant's written approval to begin the performance of the Consultant's services. Prior to granting approval for the Consultant to proceed to a subsequent phase of a task order, the Contract Administrator may at his or her sole discretion require the Consultant to submit such documents and drawings as may be reasonably necessary for review and approval by the County.

### ARTICLE 6 COMPENSATION AND METHOD OF PAYMENT

#### 6.1 COMPENSATION:

- (a) The County agrees to pay the Consultant as compensation for its services under Section 3.1 of this Agreement a fee to be computed as described below and based upon the schedule set forth in Exhibit B, attached hereto and made a part hereof. Individual task orders submitted to the Consultant will be paid through a budget line item recommended by the staff individual of user department and approved by the Board of County Commissioners. For each such task order, the consultant will be compensated by a lump sum fee as negotiated, unless otherwise mutually agreed to by the parties hereto.
- (b) The term "salary costs" as used herein shall mean the hourly rate as shown on Exhibit B, attached hereto and made a part hereof, including but not limited to, principals, engineers, surveyors, draftsmen, clerks, plus costs for sick leave, vacation, unemployment, excise and payroll taxes, contributions for social security, employment compensation insurance, retirement benefits, and medical and insurance benefits. Said salary costs shall be only for time directly chargeable to a task order under this Agreement. A detailed breakdown for these costs shall be kept current and readily accessible to the County.

#### 6.2 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.

#### 6.3 <u>DIRECT EXPENSES:</u>

- (a) Direct expenses directly attributable to a task order will be borne by the Consultant and will include, but not be limited to, the following:
  - 1. Transportation expenses in connection with any task order.
  - 2. Living expenses in connection with travel inside and outside of Escambia County and other related expenses.
  - 3. Long distance communications and other miscellaneous communications expenses.
  - 4. Cost of printing drawings and specifications which are required by or of the Consultant to deliver services set forth in this Agreement.
  - 5. Cost of any software or hardware used or developed for any task order.
- (b) Direct expenses to be borne by the Consultant shall not include project permit fees or compensation owed to subcontractors engaged according to Section 10.5 of this Agreement.

#### 6.4 METHOD OF BILLING AND PAYMENT:

- (a) The Consultant shall submit monthly estimates (payment requisitions) for the amount and value of the work accomplished and services performed by the Consultant which meet standards of quality established under this Agreement. The estimates shall be prepared by the Consultant and shall be accompanied by any supporting data required by the County. Where the monthly estimate includes work done by a subcontractor, the Consultant shall attach copies of that subcontractor's invoice for such work. The Consultant agrees no markup for overhead and profit on subcontractor's invoices shall be allowed on any project task order.
- (b) For lump sum contracts, the Consultant may submit bills at the completion and approval of each phase or for partial completion of each phase on a pro-rata basis. However, requests for payment shall not be made more frequently than once a month.
- (c) Upon approval of the estimate by the County, payment upon properly executed payment requisitions shall be made to the Consultant within forty five (45)_days.

(d) Payments under this Agreement and interest on any late payments shall be governed by the Florida Prompt Payment Act, §§ 218.70, et seq., Florida Statutes, as amended.

6.5 Payment requisitions will be sent to: Notices will be sent to:

To Be Determined Per Task Order County Administrator

**Escambia County Administrator** 

221 Palafox Place

Pensacola, Florida 32502-1590

(850) 595-4900 (850) 595-4908

6.6 Payments and notices will be made to the Consultant at:

Peter W. McMaster, PE, Associate Vice President ARCADIS U.S., Inc. 630 Plaza Drive, Suite 100 Highlands Ranch, Colorado 30129

- (a) Any notice required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or other private courier service, such as Federal Express.
- (b) Unless otherwise notified in writing of a new address, notices, payments, and invoices shall be made to each party at the listed addresses. Rejection, or other refusal by the addressee to accept, or the inability of the courier service, or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

# ARTICLE 7 ADDITIONAL SERVICES AND CHANGES IN SCOPE OF SERVICES

- 7.1 The County or the Consultant may request changes that would increase, decrease, or otherwise modify the Scope of Services provided under this Agreement. Such changes must be in accordance with the procurement policies of Escambia County and must be contained in a written amendment, executed by the parties thereto, with the same formality and of equal dignity prior to any deviation from the terms of this Agreement, including the initiation of any extra work.
- 7.2 The County or the Consultant may request changes that would increase,

decrease, or otherwise modify the Scope of Work of individual project task orders. Such changes must be negotiated and mutually agreed upon by both parties. This mutual agreement will be formalized by a written change order to the task order issued by the County to the Consultant.

## ARTICLE 8 COUNTY'S RESPONSIBILITIES

- 8.1 The County shall assist the Consultant by placing at its disposal all available information pertinent to the project including previous reports and any other data relative to design or construction of the project.
- 8.2 The County shall make available to the Consultant, as required for performance of the Consultant's basic services, data prepared by or services of others, including without limitation (as may be appropriate) core borings, probings, and subsurface explorations, hydraulic surveys, laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; property boundary, easement, rights-of-way, topographic and utility surveys; property descriptions; zoning, deed and other land use restriction; and other special data or consultations.
- 8.3 The County shall arrange for access to and make all provisions for the Consultant to enter upon public and private property as required for the Consultant to perform its services.
- 8.4 The County shall examine, within a reasonable time so as not to delay the services of the Consultant, all studies, reports, sketches, drawings, specifications, proposals and other documents presented by the Consultant, obtain advice of an attorney, insurance counselor and other consultants, as the County deems appropriate, for such examination and the rendering of written opinions or decisions pertaining thereto.
- 8.5 The County will assist in obtaining approvals and permits from all governmental authorities having jurisdiction over the project and such approvals and consents from others as may be necessary for completion of the task order by the Consultant.
- 8.6 The County shall give prompt written notice to the Consultant whenever the County observes or otherwise becomes aware of any development that affects the scope of timing of the Consultant's services, or any defect in the work of the Consultant.
- 8.7 The County will perform an evaluation of the services provided by the Consultant at the completion of work of each task order. This evaluation will consider the timeliness as well as the quality of services provided during that task order for the purpose of determining whether additional task orders will be awarded to the Consultant by the County.

## ARTICLE 9 CONSULTANT'S RESPONSIBILITIES

#### 9.1 QUALITY OF SERVICES:

- (a) The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished pursuant to this Agreement.
- (b) To that end, the Consultant shall correct or shall revise, without additional compensation, any errors or deficiencies in its work product or shall make such revisions as are necessary as the result of the failure of the Consultant to provide an accurate, more efficient, and properly constructable product in its designs, drawings, specifications, or other services.
- (c) Neither the County's review of, approval of, or acceptance of, nor payment for, the services required by this Agreement shall be construed to operate as a waiver of any rights or of any cause of action arising out of the performance of this Agreement. Additionally, the Consultant shall be and remain liable to the County in accordance with applicable law for all damages to the County caused by the Consultant's negligent performance of any of the services furnished under this Agreement.
- (d) The rights and remedies of the County provided for under this Agreement are in addition to any other rights and remedies otherwise provided by law.

#### 9.2 CONSULTANT PROFESSIONAL REGISTRATION AND CERTIFICATION:

- (a) The design services provided to the County by the Consultant shall be certified by professional engineers registered to practice and in good standing in the State of Florida. Any project inspection services also shall be reviewed and shall be approved by such professional engineers.
- (b) The survey services provided to the County by the Consultant shall be certified by professional land surveyors registered to practice and in good standing in the State of Florida.
- (c) Permit applications to State and Federal agencies prepared by the Consultant shall be signed and shall be sealed by the Consultant, as the project's Engineer of Record. For all such permit applications, post-construction certification also shall be made by the Consultant to the appropriate State or Federal permitting agency.

## ARTICLE 10 GENERAL CONDITIONS

#### 10.1 OWNERSHIP OF DOCUMENTS

- (a) Drawings, specifications, designs, models, photographs, reports, surveys, calculations, and other data provided in connection with this Agreement are and shall remain the property of the County whether the project for which they are made is executed or not. Such finished or unfinished documents, data, calculations, studies, surveys, specifications, drawings, maps, models, photographs and reports prepared by the Consultant shall be delivered by the Consultant to the County at the conclusion of the project or the termination of the Consultant's services.
- (b) When such documents are provided to other parties, the Consultant shall ensure return of the County's property by collecting a deposit equal to the cost of reproduction. Such deposit shall be returned if the documents are timely returned in a useable condition. Otherwise, such deposit shall be retained by the Consultant.

#### 10.2 SUSPENSION OR TERMINATION OF WORK:

- (a) The County, in writing, may order the Consultant to suspend, delay, or interrupt all or any part of the work of a task order for the period of time that the County determines to be appropriate for the convenience of the County. The Consultant expressly acknowledges and agrees that it shall receive no damages for delays. The Consultant's sole remedy, if any, against the County will be the right to seek an extension to the contract time as provided for the completion of the project.
- (b) This Agreement may be terminated by either party for cause, or by the County for convenience, upon fourteen (14) days written notice by the terminating party to the other party of such termination in which event the Consultant shall be paid its compensation for services performed to termination date, including all reimbursable expenses then due or incurred to the date of termination.
- (c) Termination of the Consultant for cause shall include, but not be limited to, misuse of funds, fraud, lack of compliance with applicable rules, laws, regulations, and ordinances, and failure to perform in a timely manner any provision of this Agreement.
- (d) In no event shall a termination for convenience by the County be deemed a default, and any such termination shall not subject the County to any penalty or other claim for damages. If the Consultant abandons this Agreement or causes it to be terminated, the Consultant shall indemnify the County against any loss

pertaining to this termination up to a maximum of 1.3 times the full contracted fee amount of the project.

(e) Vendor suspension or debarment proceedings brought by the County pursuant to Article II of Chapter 46, Escambia County Code of Ordinances, shall be grounds for immediate termination of this Agreement.

#### 10.3 <u>RECORDS:</u>

- (a) The Consultant shall keep such records and accounts and shall require any subcontractors to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement and any expenses for which the Consultant expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by the County, and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by the County of any fees or expenses based upon such entries.
- (b) The Consultant acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. In the event the Consultant fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any right or remedy and after giving the Consultant and its surety, if any, seven (7) days written notice, during which period the Consultant still fails to allow access to such documents, terminate the employment of the Consultant. In such case, the Consultant shall not be entitled to receive any further payment. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the Consultant (excluding monies owed the Consultant for subcontractor work).

#### 10.4 NO CONTINGENT FEES:

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the County shall have the right to terminate the Agreement without liability and at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

#### 10.5 <u>SUBCONTRACTORS</u>

In the event the Consultant, during the course of the work under this Agreement, requires the services of any subcontractors or other professional associates in connection with services covered by this Agreement, the Consultant must secure the prior written approval of the County unless such work is specifically detailed in the task order.

Any subcontractors or other professional associates retained by Consultant must carry the appropriate insurance coverage as specified in paragraph 10.8 below in an amount equal to or greater than the coverage carried by the Consultant.

#### 10.6 ASSIGNMENT:

This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by the Consultant, without the prior written consent of the County. However, the Agreement shall run with the Escambia County Government and its successors.

#### 10.7 HOLD HARMLESS AND INDEMNIFICATION OF COUNTY

The Consultant agrees to hold harmless and indemnify the County and its agents, officers, and employees from all liabilities, damages, losses, and costs, including attorneys' fees and paralegals' fees, incurred by County to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Consultant or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Consultant, or by any other person for whom the Consultant is legally liable. Consultant's obligation as provided herein shall be limited to its proportionate share of liability to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Consultant or by any person, firm or corporation to whom any portion of the Work is subcontracted by Consultant, and Consultant shall not be required to indemnify and hold harmless County where County's negligence, recklessness, or intentional wrongful misconduct is determined by a court of competent jurisdiction to be the sole cause of its liabilities, damages, losses and costs, including attorney's and paralegal fees.

County and Consultant agree one percent (1%) of the Contract Amount paid by County to Consultant shall be given as separate consideration for this indemnification, and any other indemnification of County by Consultant provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Consultant by Consultant's acceptance and execution of the Agreement.

Consultant agrees that such indemnification by the Consultant relating to any matter which is the subject of this Agreement shall extend throughout the term of this Agreement and any statutes of limitations thereafter. The Consultant's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

#### 10.8 INSURANCE:

The Consultant is required to carry the following insurance:

- (a) Commercial General Liability with \$1,000,000 minimum per occurrence, including coverage parts of bodily injury, property damage, broad form property damage, personal injury, independent contractors, blanket contractual liability, and completed operations.
- (b) Automobile Liability with \$1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.
- (c) Professional Liability coverage with \$1,000,000 minimum limit, except where the estimated construction contract price for the project described in the Agreement is greater than \$5 Million dollars, the minimum limit of professional liability coverage shall be equal to 25% of the estimated construction contract price for the project. Said coverage shall be continuously maintained and in effect for a period of not less than **five (5) years** from the effective date of this Agreement. The policy limit of liability shall not include legal fees and other defense costs. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the effective date of this Agreement and shall not be advanced.

If at any time during the aforementioned policy period there should be a cancellation, non-renewal, or lapse in coverage, professional liability coverage shall be extended for the remainder of the five year period with a supplemental extended reporting period (SERP) endorsement to take effect upon expiration of the policy period referenced above. The limits of liability applicable to the SERP coverage shall be equal to the limits of liability applicable to the policy referenced above and to which the endorsement attaches.

- (d) Florida statutory workers' compensation and employers' liability with employer's liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease.
- (e) It is understood and agreed by the parties that in the event that the Consultant, as defined in Section 1.2, consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.
- (f) All liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Liability policies shall be underwritten on the occurrence basis, except the

professional and environmental impairment coverage may be provided on a claims made basis. Escambia County and the Board of County Commissioners shall be "additional insureds" on all liability policies (except professional liability). Certificates of insurance shall be provided to Joe Pillitary, Purchasing Manager, P.O. Box 1591, Pensacola, Florida 32597-1591 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County and shall provide for a minimum of thirty (30) days notice of cancellation. Escambia County and the Board of County Commissioners also shall be the certificate holders.

#### 10.9 CLAIMS AND DISPUTES:

- (a) A claim is a demand or assertion by one of the parties to this Agreement seeking an adjustment or interpretation of the terms of the contract documents, payment of money, extension of time or other relief with respect to the terms of the contract documents. The term "claim" also includes other disputes and matters in question between the County and the Consultant arising out of or relating to the contract documents. The responsibility to substantiate a claim shall rest with the party making the claim.
- (b) Claims by the Consultant shall be made in writing to the County with supporting data. All claims shall be submitted during the performance term of the Agreement or else the Consultant shall be deemed to have waived that claim.
- (c) The Consultant shall proceed diligently with its performance, as directed by the County, regardless of any pending claim, legal action, suit, or administrative proceeding, unless otherwise agreed to by the County in writing. The County shall continue to make payments in accordance with the contract documents during the pendency of such claim.

#### 10.10 REPRESENTATIVE OF COUNTY AND CONSULTANT:

- (a) It is recognized that questions in the day-to-day conduct of the project will arise. The Contract Administrator, upon request by the Consultant, shall designate and shall advise the Consultant in writing, persons to whom all communications pertaining to the day-to-day conduct of the project shall be addressed.
- (b) The Consultant shall inform the Contract Administrator in writing of the representative of the Consultant to whom matters involving the conduct of the project shall be addressed.

#### 10.11 ALL PRIOR AGREEMENTS SUPERSEDED

(a) This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the

matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

(b) It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

#### 10.12 TRUTH-IN-NEGOTIATION CERTIFICATE:

Signature of this Agreement by the Consultant shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the County determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of this Agreement.

#### 10.13 HEADINGS:

Headings and subtitles used throughout this Agreement are for the purpose of convenience only, and no heading or subtitle shall modify or be used to interpret the text of any section.

#### 10.14 GRATUITIES:

Neither the Consultant nor any of its employees, agents, and representatives shall offer or give to an officer, official, or employee of the County gifts, entertainment, payments, loans, or other gratuities. The Consultant acknowledges knowledge of the State of Florida's ethics statutes and to the extent applicable to the Consultant, the Consultant agrees to abide with such statutes.

#### 10.15 CONFLICT OF INTEREST:

The Consultant hereby certifies that it will completely disclose to the County all facts bearing upon any possible conflicts, direct or indirect, with its performance which it believes that any officer, employee, or agent of the Consultant now has or will have. Said disclosure shall be made by the Consultant contemporaneously with the execution of this Agreement and at any time thereafter that such facts become known to the Consultant. The Consultant at all times shall perform its obligations under this Agreement in a manner consistent with the best interests of the County. Failure to abide by this section shall result in the immediate termination of this Agreement pursuant to Article II of Chapter 46 of the Escambia County Code of Ordinances.

#### 10.16 SURVIVAL:

All other provisions which, by their inherent character, sense, and context are intended to survive termination of this Agreement, shall survive the termination of this Agreement.

#### 10.17 GOVERNING LAW:

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue for any matter which is a subject of this Agreement shall be in the County of Escambia.

#### 10.18 INTERPRETATION:

For the purpose of this Agreement, the singular includes the plural and the plural shall include the singular. References to statutes or regulations shall include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation referred to. Words not otherwise defined that have well-known technical or industry meanings, are used in accordance with such recognized meanings. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities.

- (a) If the Consultant discovers any material discrepancy, deficiency, ambiguity, error, or omission in this Agreement, or is otherwise in doubt as to the meaning of any provision of the Agreement, the Consultant shall immediately notify the County and request clarification of the County's interpretation of this Agreement.
- (b) This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

#### 10.19 SEVERABILITY:

The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance hereof shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provision.

#### 10.20 COMPLIANCE WITH LAWS:

The Consultant shall keep fully informed regarding and shall fully and timely

comply with all current laws and future laws that may affect those engaged or employed in the performance of this Agreement. Without limiting the generality of the foregoing, the Consultant shall observe all rules and regulations of federal, state, and local officials relating to the subject matter of this Agreement.

#### 10.21 EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY):

In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, the CONTRACTOR must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONTRACTOR must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the CONTRACTOR is a state or local government, the CONTRACTOR may choose to verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirement in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

#### 10.22 PARTICIPATION IN OTHER PROCEEDINGS:

At the County's request, the Consultant shall allow itself to be joined as a party in any legal proceeding that involves the County regarding the design, construction, or installation of any matter which is the subject of this Agreement. This provision is for the benefit of the County and not for the benefit of any other party.

#### 10.23 FURTHER DOCUMENTS:

The parties shall execute and deliver all documents and perform further actions that may be reasonably necessary to effectuate the provisions of this Agreement.

#### 10.24 <u>NO WAIVER:</u>

The failure of the Consultant or the County to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of any other provision or of either party's right to thereafter enforce the same in accordance with this Agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates under each signature: Escambia County, Florida through its Board of County Commissioners, signing by its Board Chairman, duly authorized to execute this Agreement through the express delegation of authority set forth in Article II of Chapter 46, Escambia County Code of Ordinances, and ARCADIS U.S., Inc., signing by and through its President, duly authorized to execute same.

	CONSULTANT: ARCADIS U.S., Inc., a for-profit corporation authorized to do business in the State of Florida.
ATTEST: Corporate Secretary	By: Peter W. McMaster, P.E., Associate Vice President
By: Secretary [CORPORATE SEAL]	Date:
	COUNTY: ESCAMBIA COUNTY, FLORIDA, a politica subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners.
WITNESS:	By:
WITNESS:	Date:
	BCC Approved: April 9, 2015



# BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-7870 County Administrator's Report 12. 24. BCC Regular Meeting Budget & Finance Consent

**Meeting Date:** 04/09/2015

**Issue:** Change Order For Fuel Purchases

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

Organization: Public Works

**CAO Approval:** 

#### **RECOMMENDATION:**

Recommendation Concerning a Change Order to Purchase Order Number 150163, Issued to Cougar Oil, Inc., d/b/a Southern Energy Company - Joy D. Blackmon, P.E., Public Works Department Director

That the Board approve and authorize the County Administrator to execute the following Change Order to Purchase Order Number 150163, issued to Cougar Oil, Inc., d/b/a Southern Energy, on Contract PD 13-14.083, to continue purchase of gasoline and diesel fuel for County vehicles and equipment:

Department:	Public Works
Division:	Fleet/Fuel Distribution
Type:	Addition
Amount:	\$3,400,000
Vendor:	Cougar Oil, Inc., d/b/a Southern Energy Company
Contract:	PD 13-14.083
PO#:	150163
CO#:	1
Original Purchase Order Amount :	\$2,000,000
Cumulative Amount of Change Orders Through CO #1:	\$3,400,000
New Purchase Order Amount:	\$5,400,000

[Funding Source: Fund 501, Internal Service Fund, Cost Center 210407, Object Code 55201]

#### **BACKGROUND:**

Meeting in regular session on September 25, 2014, the Board approved a Purchase Order to expend funds to purchase gasoline and diesel fuel for county vehicles and equipment under the contract PD 13-14.083. The approved amount of expense was \$6,500,000, for which Purchase Order # 150163 was issued to the awarded vendor (Cougar Oil, Inc., dba Southern Energy Company) for an amount of \$2,000,000.

Board approval of Change Order #1, in the amount of \$3,400,000, is required because the new combined total fuel cost of \$5,400,000 exceeds the \$50,000 approval authority set forth in County Purchasing Ordinance PP-050 (10/15/13).

### **BUDGETARY IMPACT:**

Funds for the increase of this Purchase Order are available from Fund 501, Cost Center 210407, Object Code 55201.

#### **LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

#### **PERSONNEL:**

N/A

#### POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Escambia County, Florida, Code of Ordinances, Chapter 46, Finance, Article II, Purchases and Contracts.

### **IMPLEMENTATION/COORDINATION:**

Upon Board approval, a Change Order transmittal will be submitted to the Office of Purchasing for processing.

#### **Attachments**

Original PO
PD 13-14.083_Fuel Bid
Rec to Award FB 2014

#### BOARD OF COUNTY COMMISSIONERS

ESCAMBIA COUNTY FLORIDA 213 PALAFOX PLACE SECOND FLOOR SUITE 11.101 PO BOX 1591 PENSACOLA,FL 32591-1591 (850) 595-4980

V 034871 FAX: 850-438-8313

E COUGAR OIL INC

N DBA SOUTHERN ENERGY COMPANY
D 3861 N PALAFOX STREET
PENSACOLA FL 32522

#### PURCHASE ORDER NO. 150163

N PLEASE EMAIL INVOICES TO:
V escambia.invoices@escambiaclerk.com
O CLERK OF THE COURT & COMPTROLLER
I HON. PAM CHILDERS
C 221 PALAFOX PLACE, SUITE 140
E PENSACOLA, FL 32502-5843

S ROAD DEPARTMENT
H ROAD DEPARTMENT

H ROAD DEPARTMENT
| 601 HIGHWAY 297A
| CANTONMENT FL 32533

T | ATTN: MONTY MUSSER -

ORDER DATE: 10/03/14 BUYER: JOSEPH PILLITARY REQ. NO.: 15000269 REQ. DATE:

TERMS: NET 30 DAYS F.O.B.: DESC.:

ITEM# QUANTITY UOM DESCRIPTION UNIT PRICE EXTENSION

01 1.00 LOT OPEN END BLANKET PURCHASE ORDER FOR 2000000.0000 2,000,000.00

DIESEL AND GASOLINE FUEL.

SPECIFICATIONS CONTRACT PD 13-14.083

APPROVED 9/25/14 BCC MEETING

ITEM#		ACCOUNT		AMOUNT	PROJECT CODE	PAGE TOTAL	\$	2,000,000.00
_						TOTAL	\$	2,000,000.00
01	210407		55201	2,000,000.00				
								5
						J. RG	2	ren)

APPROVED BY

Original Purchase Order

TAX ID 85-8013888011C-3 FED ID 59-6000-598

#### and Budget Services Department Director

That the Board approve Budget Amendment #286, Sheriff's Department, General Fund (001), in the amount of \$510,000, to cover the purchase of additional fuel and a new copier. Funds are being reallocated from the Sheriff's existing Fiscal Year 2013/2014 Budget, no additional funding allocations are being requested from the Board of County Commissioners (BCC).

14. AI-6494 Recommendation Concerning Inmate Phone Services, PD 13-14.064 - Amy Lovoy, Management and Budget Services Department Director

That the Board award a Revenue Contract #PD 13-14.064, Inmate Phone Services, and approve the Agreement Relating to Inmate Phone Services between CenturyLink Public Communications, Inc., dba CenturyLink and Escambia County, with the total percent of revenue to the County of 96%.

[Funding: Fund 111, Detention/Jail Commissary, Revenue Account 342302]

15. AI-6495 Recommendation Concerning PD 13-14 065, Food Services for the Jail - Amy Lovoy, Management and Budget Services Department Director

That the Board award Contract #PD 13-14.065, Food Services for the Jail, and approve the Agreement for Inmate Food Service between Ararmark Correctional Services, LLC, and Escambia County, in the amount of \$1,400,000, for a term of three years, with options for two 12-month extensions.

[Funding: Fund 001, General Fund, Cost Center 290401, Object Code 53401]

16.Al-6828 Recommendation Concerning OLF-X Timber Removal and Sale of Timber, PD 13-14.077 - Amy Lovoy, Management and Budget Services Department Director

That the Board award a Revenue Contract #PD 13-14.077, OLF-X Timber Sale, and approve the Agreement for Sale/Purchase of Timber between Escambia Timber, LLC, and Escambia County, for timber removal and sale of timber, with proceeds of \$198.667.24

[Funding: Fund 102, Economic Development Fund, Revenue Account 365004, Timber Sales]

17. AI-6787 Recommendation Concerning Escambia County Central Office Complex
Chiller Replacement, PD 13-14.079 - Amy Lovoy, Management and Budget Services
Department Director

That the Board award Contract #PD 13-14.079, Escambia County Central Office (COC) Chiller Replacement, to Comfort Systems USA (Southeast), Inc., for the base Bid Option B, \$175,854, and Bid Alternate, \$7,680, for a total amount of \$183,534, and authorize the County Administrator to execute all Purchase Orders. \$50,000 or greater, for the Owner Direct Purchases.

[Funding: Fund 501, Internal Service Fund, Cost Center 140836, Object Code 564011

18. AI-6814 Recommendation Concerning Gasoline and Diesel Fuel, PD 13-14 083 - Amy Lovoy, Management and Budget Services Department Director

That the Board award Contract #PD 13-14.083, Gasoline and Diesel Fuel, and approve the Agreement Relating to Gasoline and Diesel Fuel between Cougar Oil Company and Escambia County for the annual budgeted amount of \$6,500,000, for a 12-month term, effective October1, 2014, with the option for two 12-month extensions.

[Funding: Fund 501, Internal Service Fund, Cost Center 210407, Object Code 55201]

19. Al-6743 Recommendation Concerning Install Refurbish and Removal of Pavement Markings and Associated Items, PD 13-14.084 - Amy Lovoy, Management and Budget Services Department Director

That the Board award an Indefinite Quantity Indefinite Delivery Contract, #PD 13-14.084, Install, Refurbish and Removal of Pavement Markings and Associated Items, and approve the Agreement Relating to Pavement Markings between Gulf Coast Traffic Engineers Inc., and Escambia County for the annual budgeted amount of \$1,000,000, for a term of three years.

[Funding. Fund 175, Transportation Trust Fund, Cost Center 211201, Object Code 54601, \$400,000 and Fund 352, LOST III, Cost Center 210107, Object Code 56301, Project # Various Project Numbers, \$600,000]

20. Al-6744 Recommendation Concerning Install Furnish and Removal of Signs, PD 13-14-085 -Amy Lovoy, Management and Budget Services Department Director

> That the Board award an Indefinite Quantity Indefinite Delivery Contract #PD 13-14,085, Install, Furnish and Removal of Signs, and approve the Agreement Relating to Signs between Gulf Coast Traffic Engineers, Inc., in the annual amount of

\$80,000, for a term of three years.

[Funding: Fund 175, Transportation Trust Fund, Cost Center 211201, Object Code 53401, \$30,000 and Fund 175 Transportation Trust Fund, Cost Center 211201, Object Code 58401, \$50,000]

21.AI-6694 Recommendation Concerning FEMA Flood Mitigation Assistance Program
Application for Forest Creek Apartment Complex Acquisition/Relocation Project Keith Wilkins, Community & Environment Department Director

That the Board take the following action concerning the competitive Federal Emergency Management Agency (FEMA), Flood Mitigation Assistance (FMA) Program Application, for Forest Creek Apartment Complex Acquisition/Relocation Project, as filed electronically with FEMA:

- A. Acknowledge, for the Official Record, submission of the completive FEMA, FMA Program Application, for Forest Creek Apartment Complex Acquisition/Relocation Project #FMA-PJ-04-FL-2014-029, in the projected amount of \$19,827,454;
- B. Approve and ratify the County Administrator's execution of FEMA standard forms required, as part of the FMA Application; and
- C. Authorize the Chairman or County Administrator, as appropriate, to execute all FMA or FEMA Grant-related documents, as required, to complete the application process, receive the Grant funds if awarded by FEMA, and complete project-related activities.

[Funding: N/A Application for Funds/subject to award by FEMA]

22. Al-6699 Recommendation Concerning the 2014/2015 Fiscal Year Rural Elderly Assistance
Program Agreement with the Council on Aging of West Florida, Inc. - Keith
Wikins, Community & Environment Department Director

That the Board take the following action concerning the 2014/2015 Fiscal Year Rural Elderly Assistance Program (REAP) Agreement with the Council on Aging of West Florida, Inc. (COA):

- A. Approve the REAP Agreement with the COA, in the amount of \$47,000, for continuation of the Rural Elderly Assistance Program for the 2014/2015 Fiscal Year; and
- B. Authorize the Chairman or Vice Chairman to execute the Agreement and any related documents necessary to implement the Project.

[Funding: Fund 129/CDBG, Fiscal Year 2015, Cost Center 220457]

23. Al-6720 Recommendation Concerning Approval of the 2014/2015 Fair Housing Services
Agreement with the Escambia-Pensacola Human Relations Commission - Keith
Wilkins, Community & Environment Department Director

That the Board take the following action concerning the 2014/2015 Fair Housing Services Agreement with the Escambia-Pensacola Human Relations Commission:

- A. Approve the 2014/2015 Community Development Block Grant (CDBG) funded Fair Housing Services Agreement with the Escambia-Pensacola Human Relations Commission (HRC), providing a total of \$18,500, for the 2014/2015 Fiscal Year; and
- B. Authorize the Chairman or Vice Chairman to execute the Agreement and all documents required to implement the Agreement.

[Funding: Fund 129/CDBG, Cost Center 220457]

24.Al-5727 Recommendation Concerning Amendment #1 to the 2012 Emergency Solutions
Grant Agreement with The EscaRosa Coalition on the Homeless, Inc. - Keith Wilkins,
Community & Environment Department Director

That the Board take the following action concerning approval of Amendment #1 to the 2012 Emergency Solutions Grant (ESG) Agreement with The EscaRosa Coalition on the Homeless, Inc. (ECOH):

- A. Approve Amendment #1 to the 2012 Emergency Solutions Grant (ESG)
  Agreement with The EscaRosa Coalition on the Homeless, Inc. (ECOH) providing an
  additional \$10,412.08, in 2012 ESG support (increasing the total from \$19,077 to
  \$29,489.08) to support continuing expansion and integration of the Homeless
  Management Information System (HMIS); and
- B. Authorize the Chairman or Vice Chairman to execute the Amendment and all related forms or documents as may be required to fully implement the Amendment.

[Funding: Fund 110, Emergency Solutions Grant, Cost Center 220561]

25. Al-6735 Recommendation Concerning Approval of the 2014/2015 Home Investments
Partnerships Act Program Interlocal Agreements with the City of Pensacola and
Santa Rosa County - Keith Wilkins, Community & Environment Department Director

### B.C.C. Meeting 09/25/2014

### PUBLIC WORKS DEPARTMENT

### PURCHASE ORDERS \$50,000 AND OVER - FISCAL YEAR 2014-2015

Road Department & Fleet Maintenance/Fuel Distribution

Contractor	Amount	Contract #	Vendor#
27. Cougar Oil, Inc., DBA Southern Energy Company, Inc. Gasoline and Diesel Fuel Fund 501, Cost Center 210407 (Fuel Distribution)	\$6,500,000	PD 13-14.083	Vendor No. 034871
28. R. K. Allen Oil/grease and lubricant Fund 175, Cost Center 210402 (Road Maintenance)	\$100,000	PD 13-14.083	Vendor No. 011470
29. Panhandle Grading and Paving Road Construction Material Fund 175, Cost Center 210402 (Road Maintenance)	\$150,000		Vendor No. 160114
<ol> <li>American Concrete Supply, Inc.         Concrete         Fund 175, Cost Center 210402 (Road Maintenance)     </li> </ol>	\$200,000		Vendor No. 11899
32. Arcadia Culvert Metal Pipe Fund 175, Cost Center 210402 (Road Maintenance)	\$100,000		Vendor No. 013789
<ol> <li>Roads, Inc. of NWF         Asphalt         Fund 175, Cost Center 210402 (Road Maintenance)     </li> </ol>	\$200,000		Vendor No. 182328
34. Woerner Landscape Source Inc. Sod Fund 175, Cost Center 210402 (Road Maintenance)	\$100,000		Vendor No. 233840
35. Suncoast Infrastructure, Inc. Cured-in-place Pipe Lining Services Fund 175, Cost Center 210402 (Road Maintenance)	\$150,000		Vendor No. 159854

# B.C.C. Meeting 09/25/2014 PUBLIC WORKS DEPARTMENT PURCHASE ORDERS \$50,000 AND OVER — FISCAL YEAR 2014-2015

	Contractor	<u>Amount</u>	Contract #	Vendor#
	Road Department & Fleet Maintenance/Fuel Distrib	ution		
18.	Mid South Paving Road Construction Materials Fund 175, Cost Center 210402 (Road Maintenance)	\$150,000		Vendor No. 133305
	Ferguson Enterprises, Inc. a/k/a Ferguson Mill Supply Polyethylene Pipe Fund 175, Cost Center 210402 (Road Maintenance)	\$150,000		Vendor No. 060880
20.	American Concrete Supply, Inc. Concrete Fund 175, Cost Center 210402 (Road Maintenance)	\$200,000		Vendor No. 011899
21.	Vulcan Signs Sign Maintenance Fund 175, Cost Center 210404 (Sign Maintenance)	\$150,000		Vendor No. 220810
22.	A-1 Small Engines Steadham Enterprises Small Engine Parts Fund 175, Cost Center 210405 (Fleet Maintenance)		760-000-10-1 State Contract	Vendor No. 010105
23.	Automotive Truck & Industrial Parts ATI-NAPA Light & Heavy Equipment Parts/Supplies Fund 175, Cost Center 210405 (Fleet Maintenance)	\$100,000		Vendor No. 015006
24.	Beard Equipment Company Heavy Equipment Parts Fund 175, Cost Center 210405 (Fleet Maintenance)	\$100,000		Vendor No. 022300
25	Tractor & Equipment Co., Inc. Heavy Equipment Parts Fund 175, Cost Center 210405 (Fleet Maintenance)	\$100,000		Vendor No. 202301
26	Thompson Tractor Co., Inc. Heavy Equipment Parts (CAT) Fund 175, Cost Center 210405 (Fleet Maintenance)	\$100,000		Vendor No. 201639
27	Howell's Truck & Giant Tire Svc, Inc. Light and Heavy Equipment Tires Fund 175, Cost Center 210405 (Fleet Maintenance)	\$150,000	863-000-10-1 BCC Approved State Contract	Vendor No. 410406

#### ESCAMBIA COUNTY FLORIDA INVITATION TO BID BIDDER'S CHECKLIST GASOLINE AND DIESEL FUEL SPECIFICATION PD 13-14.083

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 Bid and photocopies of other required documents

#### THE FOLLOWING DOCUMENTS SHALL BE RETURNED WITH BID:

- SOLICITATION, OFFER AND AWARD FORM (IN DUPLICATE WITH ORIGINAL SIGNATURE)
- BID FORMS (IN DUPLICATE WITH ORIGINAL SIGNATURE)

#### THE FOLLOWING DOCUMENTS SHOULD BE RETURNED WITH BID

- LETTER FROM INSURANCE CARRIER AS SPECIFIED IN THE "INSURANCE REQUIREMENTS"
- SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A), FLORIDA STATUTES, ON ENTITY CRIMES
- DRUG-FREE WORKPLACE FORM
- 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 BID. HAVE YOU:

PLACED YOUR BID WITH ALL REQUIRED SUBMITTAL ITEMS IN A SEALED ENVELOPE CLEARLY MARKED FOR SPECIFICATION NUMBER, PROJECT NAME, NAME OF BIDDER, AND DUE DATE AND TIME OF BID RECEIPT?

THE FOLLOWING SUBMITTALS ARE REQUIRED UPON NOTICE OF AWARD:

#### CERTIFICATE OF INSURANCE

• HOW TO SUBMIT A NO BID

IF YOU DO NOT WISH TO BID AT THIS TIME, PLEASE REMOVE THE BIDDER SOLICITATION, OFFER AND AWARD FORM FROM THE BID SOLICITATION PACKAGE AND ENTER NO BID 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 BID ONLY.

DO NOT RETURN WITH YOUR BID

ESCAMBIA COUNTY

FLORIDA

#### **INVITATION TO BIDDERS**

#### GASOLINE AND DIESEL FUEL

#### **SPECIFICATION NUMBER PD 13-14.083**

BIDS WILL BE RECEIVED UNTIL: 3:00 p.m. CDT, Thursday, September 11, 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**

Lumon J. May, Chairman Steven Barry, Vice Chairman Wilson B. Robertson Gene Valentino Grover Robinson, IV

#### **Procurement and Technical Assistance:**

Joe Pillitary, CPPB, CPPO
Purchasing Coordinator
Office of Purchasing
2nd Floor, Matt Langley Bell, III Building
213 Palafox Place
Pensacola, FL 32502

Tel: (850) 595-4878 Fax: (850) 595-4807

Joe_pillitary@co.escambia.fl.us

http://www.myescambia.com/Bureaus/ManagementServices/Vendors.html

#### **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.

# GASOLINE AND DIESEL FUEL PD 13-14.083

### TABLE OF CONTENTS

Forms marked with an (* Asterisk) must be returned with Offer. Forms marked with a (** Double Asterisk) should be returned with Offer.

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Solicitation, Offer and Award Form *	3
Bid Form *	4
Sworn Statement Pursuant to Section (287.133) (3)(a), Florida Statutes, on Entity Crimes **	6
Drug Free Workplace Form **	8
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List of General Terms and Conditions (Incorporated by Reference)	11
Special Terms and Conditions	13
Scope of Work	24
Delivery Locations	25

### SIGN AND RETURN THIS FORM WITH YOUR BIDS**

## SOLICITATION, OFFER AND AWARD FORM ESCAMBIA COUNTY FLORIDA SUBMIT OFFERS TO:

JOE PILLITARY, CPPB, CPPO

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 Invitation to Bid GASOLINE AND DIESEL FUEL SOLICITATION NUMBER: PD 13-14.083

#### **SOLICITATION**

MAILING DATE: Monday, August 25, 2014

PRE-BID CONFERENCE: N/A

date and time.

#### POSTING OF SOLICITATION TABULATIONS

	They will be handled according to the			sstitute a waiver of any protest relating to this soli	citation. All protests must be filed v	with the
		<u>O</u>	FFER (SH	ALL BE COMPLETED BY OFFE	ROR)	
FEDERAL EMPL	OYER IDENTIFICATION NU	JMBER OR S.S. NUMBER:	:	TERMS OF PAYMENT	`:	
DELIVERY DATE	E WILL BEDAYS AFT	ER RECIEPT OF PURCHA	ASE ORDER.	<del></del>		
VENDOR NAM	E:			REASON FOR NO	OFFER:	
ADDRESS:						
CITY, ST. & ZI	P:					
PHONE NO.: (_	)			BID BOND ATTAC	HED <u>N/A</u>	
TOLL FREE NO	O.: ()					
FAX NO.: (	)					
person submitting an collusion or fraud. I ag the offeror and that the certification requireme accepted, the offeror w to all causes of action	is made without prior understanding, agree offer for the same materials, supplies, or gree to abide by all conditions of this offer offeror is in compliance with all requiren ents. In submitting an offer to Escambia C riory, sell, assign or transfer to Escar it may now or hereafter acquire under the.	equipment, and is in all respects fair and certify that I am authorized to sign nents of the solicitation, including but 1 County Florida, the offeror agrees that abia County Florida all rights title and i Anti-trust laws of the United States and	and without this offer for not limited to if the offer is nterest in and d the State of	NAME AND TITLE OF PERSON AUTHO  (TYPED OR PRINT)		
	g relating to the particular commodities or s ty's discretion such assignment shall be r to the offeror			SIGNATURE OF PERSON AUTHOR (MANUAL)	ZIZED TO SIGN OFFER	
**Failure to exec	cute this Form binding the b	oidder offer shall result in	this bid bein	g rejected as non-responsive.		
behalf of the company		a copy of the resolution together	with the execute	eer shall have permission to sign via a resolutio d contract to the Office of Purchasing. The ter		
CONTRACTOR			ESCAME	SIA COUNTY FLORIDA		
Name and Title of Sign	ner (Type or Print)		Name and	Title of Signer (Type or Print)		
Name of Contractor			Ву	County Administrator	Date	
Ву			WITNESS	S		
	e of Person Authorized to Sign	Date	WIINESS		Date	
ATTEST:			WITNESS	3		
	Corporate Secretary	Date			Date	
	[CORPORATE SEAL]					
ATTEST:			Awarded l	Date		
	Witness	Date				
ATTEST:			Effective l	Date		
	Witness	Date				

#### **BID FORM**

# Specification Number PD 13-14.083 Gasoline and Diesel Fuel

Board of County Commissioners Escambia County, Florida Pensacola, Florida 32502

Date:						

#### Commissioners:

In accordance with your "Invitation for Bids" and "Instructions to Bidders" for "Gasoline and Diesel Fuel" as described and listed in this Invitation for Bids, and subject to all conditions thereof, I, undersigned, hereby propose to provide at the following price:

DESCRIPTION		MARK-UP TO SUPPLIER'S PRICE							
	Pensacola	Mobile	Atmore	Montgomery	Niceville	Freepor			
TRANSPORT DELIVERY									
Gasoline, Unleaded, 89 Octane									
Gasoline, Unleaded, 92 Octane									
#2-D Ultra Low Sulfur Diesel Fuel, Red	l Dye								
#2-D Ultra Low Sulfur Diesel Fuel									
Gasoline, Unleaded, 87 Octane									
TANK WAGON DELIVERY									
Gasoline, Unleaded, 87 Octane									
Gasoline, Unleaded, 89 Octane									
Gasoline, Unleaded, 92 Octane									
#2-D Ultra Low Sulfur Diesel Fuel, Red	l Dye								
#2-D Ultra Low Sulfur Diesel Fuel	<u></u>								
List of terminals and the availab	le suppliers for each	terminal:							
Terminal:	_ Suppliers:								
Terminal:	Suppliers								
10111111d1.									
Terminal:	Suppliers:								
	-								
Terminal:	_ Suppliers:								
Terminal:	Suppliers								
Terminar.	_ Suppliers.								
Terminal:	Suppliers:								
	_								
CONTRACTOR REQUIREMENT	<u>ΓS</u>								
Acknowledgment is hereby made	of receipt of the follow	ing addenda is	sued du	ring the biddi	ng period:				
Addendum No	Date	Addendum I	No	Da	te				
Addendum No	Date	Addendum N	Mo	Da	to				

#### (PLEASE TYPE INFORMATION BELOW)

#### SEAL IF BID IS BY CORPORATION

State of Florida Department of State Certificate of Authority  Document Number	Bidder:
Occupational License No	By:
Type of Contractor's License Cortification and/or	Signature: Title:
Type of Contractor's License, Certification and/or Registration	Address:
Expiration Date:	Person to contact concerning this bid:
Terms of Payment	Phone/Toll Free/Fax #
(Check one) Net 30 Days 2% 10th Prox	E-Mail Address:
WWW	Home Page Address:
Will your company accept Escambia County Purchasing Cards? YesNo	Person to contact for emergency service:
Will your company accept Escambia County Direct Payment Vouchers? YesNo	Phone/Cell/Pager #:
County Permits/Fees required for this project:	
country remnus, rees required for this project.	Person to contact for disaster service:
Permit Cost	
None	Home Address:
	Home Phone/Cell/Pager #:
Names and addresses of proposed Subcontractors to be u	ntilized for work on this project:
1.	2 0
2.	
3.	
1	

# SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a), FLORIDA STATUTES, ON ENTITY CRIMES

This sworn statement is	submitted to
	(print name of the public entity)
by	
(print individual's 1	name and title)
for	
(print name of entit	y submitting sworn statement)
whose business address	is
and (if applicable) its Fe	ederal Employer Identification Number (FEIN) is:

- 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 bid 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.	States with the legal power to enter	organized under the into binding control goods or service asset business with ecutives, partners,	he laws of any state or of the United ract and which bids or applies to bid es let by a public entity, or which the a public entity. The term "person" shareholders, employees, members,
d.			ich I have marked below is true in ment. (indicate which statement
partr entit	her the entity submitting this sworn states, shareholders, employees, members, nor any affiliate of the entity has be subsequent to July 1, 1989.	rs, or agents who	are active in the management of the
partr entit	entity submitting this sworn statementers, shareholders, employees, members, or an affiliate of the entity has been equent to July 1, 1989.	ers, or agents who	are active in the management of the
partr entity subso Office by the	entity submitting this sworn statementers, shareholders, employees, members, or an affiliate of the entity has been equent to July 1, 1989. However, therefore of the State of Florida, Division of the Hearing Officer determined that mitting this sworn statement on the corrections.	ers, or agents who n charged with ar re has been a subs Administrative I it was not in the	o are active in the management of the and convicted of a public entity crime sequent proceeding before a Hearing Hearings and the Final Order entered to public interest to place the entity
THE PUBLIC ONLY AND, WHICH IT I ENTITY PRI	C ENTITY IDENTIFIED IN PARAGE THAT HIS FORM IS VALID THOR IS FILED. I ALSO UNDERSTAND IOR TO ENTERING INTO A CONT	RAPH 1 (ONE) AI OUGH DECEMI THAT I AM RI TRACT IN EXCI	THE CONTRACTING OFFICER FOR BOVE IS FOR THAT PUBLIC ENTITY BER 31 OF THE CALENDAR YEAR IN EQUIRED TO INFORM THE PUBLIC ESS OF THE THRESHOLD AMOUNT ATEGORY TWO OF ANY CHANGE IN
			(signature)
Sworn to an su	ubscribed before me this day of	of	, 19
Personally kno	own		
OR produced i	identification	Notary Public -	State of

(Printed typed or stamped commissioned name of notary public)

My commission expires_____

(Type of identification)

### **Drug-Free Workplace Form**

	Date
	Offeror's Signature
	As the person authorized to sign this statement, this firm <b>does not</b> comply fully with the above requirements.
	As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.
Che	ck one:
6.	Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.
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.
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.
3.	Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.
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.
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.
	Name of Business
The	undersigned vendor, in accordance with Florida Statute 287.087 hereby certifies that does:

#### 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	(Pleas	se Circle <u>Yes</u>		or	<u>No</u>		
If not a Florida Corporation, In what state was it created: Name as spelled in that State:							
What kind of corporation is it:	<u>"For I</u>	Profit"	or	<u>"No</u>	t for Profit"		
Is it in good standing:	Yes	or	<u>No</u>				
Authorized to transact business in Florida:	<u>Yes</u>	or	<u>No</u>				
State of Florida Department of State Co	ertificat	e of Aut	hority D	Ocume	ent No.:		
Does it use a registered fictitious nan	ne:	Yes	or	<u>No</u>			
Names of Officers:							
President:		Secre					
Vice President:							
Director: Director:							
Other:Other:							
Name of Corporation (As used in Flo	rida):						
(Spelled exactly as it is	s registe	red with	the sta	te or fe	deral governmen	t)	
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 Nun	ıber:	
(For all instruments	to be recorded, taxpa	ayer's identification is needed)
Contact person for compar	ıy:	
Telephone Number:	Facsimile	Number:
Name of individual who wi	ll sign the instrume	ent on behalf of the company:
shall have permission to sign	via a resolution app	igned by the President or Vice-President. Any other offic roved by the Board of Directors on behalf of the compan olution together with the executed contract to the Office
(Spe	elled exactly as it w	ould appear on the instrument)
Title of the individual nam	ed above who will s	sign on behalf of the company:
		END
(850) 488-9000	Verified by:	Date:
` ,	<i>y</i>	

#### SCAMBIA 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 Bid 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 Solicitation, Offer and Award Form and Bid 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.

<u>Bid Information</u> See Home Page URL: <a href="http://www.myescambia.com/departments/purchasing">http://www.myescambia.com/departments/purchasing</a> 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 Equivalents
- 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. <u>Inspection, Acceptance and Title</u>
- 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 Convert Terms and Conditions are incorporated by reference (continue)

#### 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. <u>Contractor Personnel</u>
- 36. Award
- 37. <u>Uniform Commercial Code</u>
- 38. <u>Contractual Agreement</u>
- 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. <u>License and Certifications</u> 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 <u>PD 13-14.083</u>, <u>"Gasoline and Diesel Fuel"</u>, Name of Submitting Firm, Time and Date due.

Note: If you are using a courier service; Federal Express, Airborne, UPS, etc., you must mark air bill 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 bid 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 bid 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.

#### 2. **Bid Surety**

Each offer shall be accompanied by a bid bond, cashier's check or certified check in the amount of \$ 1,000.00 of the total offer.

Checks or bonds are to be made payable to Escambia County, Florida. The amount of the bond or check is the amount of liquidated damages agreed upon should the offeror fail or refuse to enter into a contract with the County.

A County warrant in the amount of the bid check(s) of the successful offeror(s) will be returned immediately after the offeror and the County are mutually bound by contract as evidenced by signatures thereto by an authorized representative of both the offeror and the County, and/or the offeror accepts the purchase order by signing the solicitation, offer and award form/acceptance copy of same and returning to the County Purchasing department. Any unsuccessful offeror(s) will have the amounts of his cashier's or certified check returned via county warrant promptly after award.

All offerors agree that any interest earned on any bid surety while in possession of the County, or its agents, shall be retained by the County.

#### 3. **Procurement and Technical Questions**

Procurement and Technical questions may be directed to Joe Pillitary, CPPB, CPPO, Purchasing Coordinator, Telephone (850) 595-4878, Fax: (850) 595-4805 or email: <a href="mailto:joe_pillitary@co.escambia.fl.us">joe_pillitary@co.escambia.fl.us</a> no later than 5 p.m., CDT, Thursday, September 4, 2014.

#### 4. **Bid Forms**

This Solicitation contains a Solicitation, Offer and Award Form and Bid Form which shall be submitted in a sealed envelope, in duplicate with Original signatures in indelible ink signed in the proper spaces. Responses on vendor forms will not be accepted. The Offerors Checklist included in this solicitation provides instructions to the offeror on the documentation to be submitted during the procurement process.

#### 5. **Inspection of Facilities**

It is the offeror's responsibility to become fully informed as to where items are to be installed and/or the nature and extent of the work required and its relation to any other work in the area, including possible interference from other site activities. Arrangements for offeror's inspection of facilities and/or activity schedules may be secured from Monty Mussser, phone (850) 937-2120. Failure to visually inspect the facilities may be cause for disqualification of your offer.

#### 6. **<u>F.O.B. Point</u>**

The F.O.B. point shall be destination within Escambia County. The prices offered shall include all costs of packaging, transporting, delivery and unloading (this includes inside delivery if requested) to designated point within Escambia County.

#### 7. **Delivery**

Delivery to be as notified by Escambia County. The quantity will depend upon the County's need at the time of request.

#### 8. Liquidated Damages

Should the awarded vendor fail to complete the required services or make delivery of the commodities or equipment within the time(s) specified in the contract, or within such additional time(s) as may be granted by Escambia County, the County will suffer damage, the amount of which is difficult, if not impossible to ascertain therefore, the vendor shall pay to the County, as liquidated damages, the sum of \$1,000.00 for each calendar day of delay that actual completion extends beyond the time limit specified until such reasonable time as may be required for final completion of the work. Such sum is mutually agreed upon as a reasonable and proper amount of damages the County will sustain per diem by failure of the vendor to complete the services or make delivery within the specified time. The costs for liquidated damages shall not be construed as a penalty on the vendor.

#### 9. Compliance with Occupational Safety and Health

Offeror certifies that all material, equipment, etc., contained in his offer meets all Occupational Safety and Health Administration (OSHA) requirements.

Offeror further certifies that, if he is the awarded vendor, and the material, equipment, etc., delivered is subsequently found to be deficient in any OSHA requirement in effect on date of delivery, all costs necessary to bring the material, equipment, etc., into compliance with the aforementioned requirements shall be borne by the vendor.

In compliance with Chapter 442, Florida Statutes, any item delivered under a contract resulting from this solicitation shall be accompanied by a Material Safety Data Sheet (MSDS) The MSDS shall include the following information.

- A. The chemical name and the common name of the toxic substance.
- B. The hazards or other risks in the use of the toxic substance, including:
  - 1. The potential for fire, explosion, corrosiveness and reactivity;
  - 2. The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by the exposure to the toxic substance; and
  - 3. The primary route of entry and symptoms of over exposure.
- C. The proper precautions, handling practices, necessary personal protective equipment and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of over exposure.

- D. The emergency procedure for spills, fire, disposal and first aid.
- E. A description in lay terms of the known specified potential health risks posed by the toxic substance intended to alert any person reading this information.
- F. The year and month, if available, that the information was compiled and the name, address and emergency telephone number of the manufacturer responsible for preparing the information.

#### 10. **Payment**

Partial billing will not be accepted. Escambia County will pay 100% of the contract price after all items have been delivered and accepted. 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 South Palafox Place Pensacola, FL 32502

#### 11. **Protection of Property/Security**

The awarded vendor shall provide all barricades and take all necessary precautions to protect buildings and personnel.

All work shall be completed in every respect and accomplished in a professional manner and awarded vendor shall provide for removal of all debris from county property.

The awarded vendor shall at all times guard against damage or loss to property of Escambia County, or of other vendors or contractors, and shall be held responsible for replacing or repairing any such loss or damage.

The County may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the awarded offeror or his agent.

The awarded vendor shall at all times guard against injury to Escambia County employees. The vendor shall properly fence and secure the construction site(s) at all times, including evenings and weekends.

The awarded vendor must, at all times, comply with State of Florida and Occupational Safety and Health Administration (OSHA) safety regulations.

#### 12. 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 Bid Form provides for the emergency information to be supplied. Please be sure to include <u>all</u> this information when returning your bid.

#### 13. 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.

#### 14. 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.

#### 15. <u>Interim Extension of Performance</u>

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.

#### 16. **Pricing**

All items sold to the county as a result of this award are subject to post sale audit adjustment. In the event an audit indicates offeror has not honored quoted price lists and discounts, offeror will be liable for any and all overage charges.

#### 17. **Price Adjustment**

The contract resulting from this Solicitation may include provisions for **Twelve** (12) month, price adjustments. Written request for price adjustment may be made every **Twelve** (12) months, no less than 30 days prior to the requested effective date. Any increase price adjustment(s) shall be accompanied by written justification attesting that the request is a bonafide cost increase to the vendor. All price adjustments shall be reviewed by the County's designated representative. If an adjustment in price is approved, it shall be accomplished by written amendment to this contract and approved by the Board of County Commissioners.

#### 18. 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, <u>unless otherwise stipulated by the offeror on the bid/proposal</u> 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.

#### 19. 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.

#### 20. **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.

#### 21. **Ordering**

The County will issue release (purchase) orders against the contract on an as needed basis for the supplies or services listed on the bid/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 bid/proposal form.

#### 22. Licenses, Certifications, Registrations

The offeror shall at any time of bid/proposal 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.

#### 23. 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 bid 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.

#### 24. Award

Award shall be made on an "all-or-none total" basis.

#### 25. **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.

#### 26. <u>Termination (Services)</u>

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.

#### 27. 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.)

#### 28. **As Specified**

All items delivered shall meet the specifications herein. Items delivered not as specified will be returned at no expense by Escambia County. The County may return, for full credit, any unused items received which fail to meet the County's performance standards.

#### 29. **Quantity**

Escambia County reserves the right to increase or decrease estimated quantities as required. Estimated quantities are shown on the bid/proposal form.

It is understood by all offeror's that these are only estimated quantities and the county is not obligated to purchase any minimum or maximum amount during the life of this contract.

#### **Insurance Requirements**

#### 30. 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, Automobile and Excess or Umbrella Liability Coverage

The contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the commercial general liability and business auto policies of the insurance services office.

Minimum limits of \$1,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the workers compensation coverage section) and the total amount of coverage required.

#### General Liability Coverage - Occurrence Form Required

Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County's acceptance of renovation or construction projects.

#### **Business Auto Liability Coverage**

Business auto liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, nonowned and hired automobiles and employee nonownership use.

#### **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.

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.
- Designate Escambia County as the certificate holder as follows: Escambia County
   Attention: Joe Pillitary, CPPB, CPPO, Purchasing Coordinator 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.

#### 25. **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.

#### EXHIBIT A

#### SCOPE OF WORK/SERVICE Gasoline and Diesel Fuel

Contract Effective: October 1, 2011 until September 30, 2012

(With two one-year options to renew.)

The contractor shall provide on each weekday, by noon (Central Time), a copy of the daily OPIS PAD 1 Report for the Pensacola, Florida Terminal to the County Fuels Manager, all labor, equipment and transportation of Fuels from Terminal of embarkation to all specified delivery sites within twenty-four (24) hours; under emergency declaration delivery will be as needed by the County. The County shall provide assistance at Delivery Sites to ensure access to tanks and sign for all fuel received.

For the purpose of this Bid, deliveries shall be divided into Tank Wagon and Transport Delivery, with the following Specifications being applicable. **Ethanol Products are Unacceptable**, <u>Unless required for Pensacola area</u>. All transport vehicles shall be equipped with a transfer pump delivery system (Incase pump-off is required).

The mark-up on the fuel being delivered will be tied to the type of vehicle requested by the County to deliver the fuel (tank wagon or transport wagon). The County will pay the actual supplier price, plus mark-up, from the lowest available supplier.

Transport deliveries will be a minimum 3,500 gallon loads.

# Unleaded Gasoline Tank Wagon

- A. Gasoline, unleaded, antiknock (octane) index minimum 87 (RON+MON)/2, maximum allowable lead 0.05 gram per gallon, per A.S.T.M. specification D4814, complying with State of Florida gasoline inspection laws, (price will exclude state inspection fee and all tax). State inspection fee and all applicable tax to be added to invoice. To be delivered via tank wagon. NO minimum delivery. Billing to be adjusted to 60 degrees F. temperature upon delivery.
- B. Gasoline, unleaded, antiknock (octane) index minimum 89 (RON+MON)/2, maximum allowable lead 0.05 gram per gallon, per A.S.T.M. specification D4814, complying with State of Florida gasoline inspection laws, (price will exclude state inspection fee and all tax). State inspection fee and all applicable tax to be added to invoice. To be delivered via tank wagon. NO minimum delivery. Billing to be adjusted to 60 degrees F. temperature upon delivery.
- C. Gasoline, unleaded, antiknock (octane) index minimum 92 (RON+MON)/2, maximum allowable lead 0.05 gram per gallon, per A.S.T.M. specification D4814, complying with State of Florida gasoline inspection laws, (price will exclude state inspection fee and all tax). State inspection fee and all applicable tax to be added to invoice. To be delivered via tank wagon. NO minimum delivery. Billing to be adjusted to 60 degrees F. temperature upon delivery.

### **EXHIBIT A**

# **Unleaded Gasoline Transport Wagon**

D. Gasoline, unleaded, antiknock (octane) index minimum 87 (RON+MON)/2, maximum allowable lead 0.05 gram per gallon, per A.S.T.M. specification D4814, complying with State of Florida gasoline inspection laws, (price will exclude state inspection fee and all tax). State inspection fee and all applicable tax to be added to invoice. To be delivered as ordered via transport truck. Billing to be adjusted to 60 degrees F. temperature on transport delivery.

#### **Average Monthly Delivery**

	Type of			Unleaded	
	Facility Location / FDEP Number	Delivery	Diesel	Regular	Premium
1	Century Facility / 1792 02537				
	10 Tedder Rd. Century, FL 32535	Transport	900	3000	0
2	Road Department / 1785 19992				
	601 Hwy 297A, Cantonment, FL 32533	Transport	12,000	10,000	<u>0</u>
3	Road Department / 1786 26780				
	4901 Camp Rd. McDavid, FL 32535	Transport	2,700	0	0
4	Sheriff Dept Sub-Station / 1786 26756				
	12950 Gulf Beach Hwy, Pensacola, FL				
	32507	Transport	1,300	3,600	0
5	Sheriff Dept / 1786 26821				
	1700 W Leonard St., Pensacola, FL 32501	Transport	0	31,000	0
6	Transit Facility / 1785 07871				
	1515 W Fairfield Dr., Pensacola, FL 32501	Transport	29,000	9,400	0
7	Solid Waste / 1785 19990				
	13009 Beulah Rd., Cantonment, FL 32533	Transport	19,000	1,600	0
8	Emergency Preparedness/1786 26911		7,500		
	2920 North "L" St., Pensacola, FL 32501	Transport	(Yearly)	0	0
9	Public Safety Building / 1798 06878				
	6575 North "W" St., Pensacola, FL 32505	Transport	9,000	0	0
10	Fleet Maintenance Garage / 1785 19977				
	1651 E Nine Mile Rd, Pensacola, FL 32514	Transport	8,600	4,600	0

# RECOMMENDATION TO AWARD DETERMINATION CHECKLIST (EXHIBIT 1 TO TABULATION SHEET)

SECTION 1	- GENERAL INFORMATION SECTION -	
Description: Gasoline and Diesc	el Fuel	
Bid Number: PD 13-14.083		
Opening Date/Time: Thursday,	September 11, 2014 @ 3pm	
Purchasing Agent: Joe Pillitar	ry, CPPO, CPPB, Purchasing Coordinator	
Client Department: Public Wor	rks, Terry Gray	
Protest Information: NA		
Note: Purchasing will advise of	f any Protest(s)	
Requisition #		
Fund: 501 Internal Service F	und	
Cost Center 210407		
Object Code: 55201		
	.W. included w/Requisition for Preparing Recommenda ion shall Reference PD #13-14.083	tion _Yes _No
Comments Applicable to Genera	al Information Section:	
SECTION 2	- RECOMMENDED AWARD SECTION -	(See Attached Tab Sheet)
Recommendation to the BCC:	(See Attached Tabulation Sheet for Pre-Award Complia	ance)
Recommend the Gas	soline and Diesel Fuel Bid be awarded to Cougar Oil.	
	Unit Price Extensions Checked by:	
(Signature)	(Date)	Charles and Charles
Note: Have Extensions Checke	ed by Consultant and Confirm to Purchasing Agent afte	er Opening.
Corrections to Unit Price Extens	sion(s) Description:	
Comments/Questions as to Resp PurchasingYesNo Clien If Yes, Please Document in Space		
SECTION 3 -CLIENT	DEPARTMENT & OFFICE OF PURCHASING APPROVA FOR RECOMMENDED AWARD SECTION	LS-
Department Director/Designee	Approval: (Signature)	
Note: Fax Immediately to Dir	rector or Designee if not at Public Opening.	
Purchasing Manager/Designee A		
Note 1: The Office Of Purcha	(Signature) using prepares recommendations for contract award thr	ough the County
Administrator's Repo	ort. (CAR).	
amendments, change	ter contract award, typically Contract Administration n orders, assignments, and task are to be prepared by the II require the approval of the Purchasing Manager (or l	Department. Add-on

Director of Administrative Services (or her designee).



# BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-7829 County Administrator's Report 12. 25.
BCC Regular Meeting Budget & Finance Consent

**Meeting Date:** 04/09/2015

**Issue:** Bus Shelters and Benches Advertising Contract Negotiations

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

Organization: Public Works

**CAO Approval:** 

### **RECOMMENDATION:**

Recommendation Concerning Bus Shelters and Benches Advertising Contract Negotiations - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action:

A. Authorize the County Administrator, or his designee, to enter into negotiations with the owners of the Martin Mency Group, whose advertising Contract with Escambia County expires on September 30, 2015; and

B. Authorize the County Administrator to report the results of the negotiations to the Board in August 2015, which may or may not include an extension of the present Contract, a new Contract, or possibly the County's intention to bring the bus shelters and benches program in-house, including the cost of purchasing existing amenities from the Martin Mency Group. The result of these negotiations would be subject to Board approval.

[Funding: Escambia County will receive a share of the advertising revenue, whether from the Martin Mency Group, if the Contract is renewed, or from Escambia County Area Transit (ECAT), if the County decides not to renew the Martin Mency Group Contract]

# **BACKGROUND:**

There are currently 54 bus shelters in our area - 25 in the city, 29 in the county (4 of which are owned by the county), and 270 bus benches - 110 in the city, 160 in the County.

The Contract that Escambia County negotiated with Martin Mency Group (MM) for advertising on the bus shelters and benches in our area expires on September 30, 2015. Under the current Contract, MM is responsible for all materials used to construct the benches and shelters, all maintenance, securing Contracts with advertisers, and sending a portion of the advertising revenue to the County (approximately \$18,000).

There are several directions the County could go at the time of Contract renewal.

The Board could decide to renew the Contract, or to negotiate a new Contract, or to bring all aspects of bus benches and shelters, including construction, maintenance and advertising, in-house.

If the Board decides to not renew the Contract with MM, the next decision would be whether or not to try to purchase the existing inventory, or to allow MM to remove all bus benches and shelters (except for the four shelters that the County owns), and then for Escambia County to buy and construct all new benches and shelters at approximately \$850,000.

If the Contract with MM is not renewed, ECAT would then assume responsibility for construction and maintenance of all benches and shelters, and all aspects of bench and shelter advertising. ECAT will need to hire an additional employee, tentatively titled "ECAT Bus Stop Maintenance Worker."

There will also be a need for some equipment not currently owned by ECAT (please see attached), which will cost approximately \$10,000.

The funds for this additional employee and for the capital outlay would be generated by the advertising revenue.

### **BUDGETARY IMPACT:**

Escambia County will receive a share of the advertising revenue, whether from the Martin Mency Group, if the contract is renewed, or from ECAT, if the County decides not to renew the MM contract.

If the Board decides to not renew the contract with MM, there will be an initial outlay for the purchase of the existing amenities from MM (the price will be negotiated by the County Administrator and will be subject to the Board's approval), an expenditure for an additional employee (approximately \$43,000 annually) and for maintenance equipment (approximately \$10,000). The amount of revenue the County expects from advertising is approximately \$230,000.

If the Board decides to not renew the contract with MM and also declines to buy existing amenities, replacement cost for the bus shelters and benches, and for an additional employee and equipment is approximately \$903,000 (approximately \$850,000 for new bus shelters and benches, approximately \$10,000 for new maintenance equipment, and approximately \$43,000 annually for additional staff member). The amount of revenue the County expects from advertising is approximately \$230,000.

If the Board decides to renew the MM contract, there is no cost to the County. The amount of revenue the County expects from advertising is approximately \$18,000.

## **LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

# **PERSONNEL:**

N/A

# 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, County Administrator Jack Brown will begin negotiations with the Martin Mency Group regarding the current contract which expires on September 1, 2015, and will report the outcome to the Board in August 2015.

### **Attachments**

Bus Shelters and Benches Program
Proposed Job Description

### **ESTIMATED COSTS FOR BUS SHELTERS AND BENCHES PROGRAM**

New Bus Shelters and Benches		One time	\$840,000
Equipment/Tools for Bus Stop Maintenance		One time	\$ 9,534
ECAT Bus Stop Maintenance Worker		annually	\$ 43,000
	TOTAL		\$892,534

### **Bus Shelters and Benches in Escambia County (including City of Pensacola):**

•	54 Shelters	29 in the county (4 County-owned)	25 in City of Pensacola
•	270 Benches	160 in the county	110 in City of Pensacola

### Bus shelters and benches **replacement** costs (**estimates**):

•	Total			\$840,000
•	Benches	\$1,500 ea	270	\$405,000
•	Shelters	\$8,700 ea	50	\$435,000

### ADA-compliant concrete pads costs:

- An 8x14 concrete pad, required for a shelter \$1,400
- An 8x10 concrete pad, required for a bench \$1,200
- All of the shelters are currently installed on concrete pads, some of which are ADA-compliant. Staff is currently upgrading the non-compliant shelter pads.

### **Equipment/Tools for Bus Stop Maintenance**

#### **Required Items:**

1. Lift wench for truck	\$4,000.00
2. Portable water container for pressure washer	1,784.00
3. Small generator or inverter for electric tools	2,000.00
4. Small hand tools	500.00
5. Power tools	500.00
6. Chain saw	400.00
7. Gas pruners	<u>350.00</u>

TOTAL \$9,534.00

#### **Proposed ECAT Bus Stop Maintenance Worker**

Bus Stop Maintenance Worker performs a variety of maintenance and repair services at bus stops, transfer centers, and related passenger facilities; operates a variety of power tools and equipment.

Cost: \$13.82 per hour, approximately \$43,000 annually (including benefits, taxes, etc.)

# **Proposed Job Description**

# **ECAT Bus Stop Maintenance Worker**

#### Job Purpose Scope

Bus Stop Maintenance Worker performs a variety of maintenance and repair services at bus stops, transfer centers and related passenger facilities; operates a variety of power tools and equipment.

### **Distinguishing Characteristics**

Employee will perform a wide variety of semi-skilled duties to ensure that bus stops, transfer centers and other passenger facilities are kept in a clean, safe, and well-maintained condition for the benefit of Escambia County Area Transit (ECAT) customers; ensure that work is performed in a safe and efficient manner while responding to customer requests for information and complaints in a courteous and professional manner. Bus Stop Maintenance Worker is responsible for operating commercial vehicles; incumbents must maintain a Class D driver's license as a condition of employment.

### **Essential Job Functions: Typical Tasks**

- Troubleshoots and repairs various facility components and systems;
- Resolves work-related problems within guidelines set by supervisor;
- Keeps supervisor(s) apprised of the progress of the work and assists supervisor(s) in reviewing completed work;
- Maintains and repairs structures, facilities and grounds at bus stops, transfer centers
  and other passenger facilities; installs, repairs, and removes benches, poles, signs and
  trash receptacles; cleans, patches, maintains and repairs masonry, cement and asphalt
  areas to remove hazards and improve appearance; paints benches, walls, curbs and
  other surfaces; installs and maintains vandal-resistant barriers, screens, films and other
  products;
- Responds to requests to remove, add, or relocate bus stops and other matters; receives and responds to or refers customer complaints to the appropriate ECAT staff;
- Trims trees and shrubs, applies herbicides, and performs other groundskeeping activities;
- Operates a wide variety of power and hand tools and shop machines in performing
  maintenance and repair services, including hoists, power washers, scrubbers, core
  drilling machines, paint sprayers, chain saws, power pruners, chippers, jackhammers,
  cement grinders, arc and gas welders, drill presses, band saws, grinders, generators, air
  compressors and other similar equipment; performs minor maintenance and repair of
  tools and equipment, and assists in maintaining a preventive maintenance schedule for
  such equipment;
- Assembles, installs and removes signs and/or bus benches.
- Installs, adjusts, maintains, and repairs restroom equipment;
- Performs minor electrical repairs; changes bulbs and ballasts in overhead lights;
- Ensures the prompt recovery of hazardous spills and the removal of bio-hazardous

waste following prescribed safety and Haz-Mat practices and procedures;

- Records maintenance and repair work completed on assigned work orders;
- Reports maintenance, repair, safety and sanitary problems and conditions observed;
- Maintains an inventory of tools and supplies;
- Drives light and medium duty trucks, operates forklifts;
- Performs related duties as required.

### **Minimum Qualifications: Employment Standards**

Sufficient training, education, and experience to demonstrate the required knowledge, skills, and abilities.

Development of the required knowledge, skills, and abilities is typically obtained through a combination of training and experience equivalent to completion of the 12th grade, or equivalent, and two years of facilities maintenance and repair experience.

### **License, Certificates, Special Requirements:**

- Possession of a valid Florida driver's license (Class D);
- The ability to obtain and maintain a forklift operator's certificate.

### **Supplemental Information: Knowledge of:**

- Methods and practices in the operation and maintenance of hand, shop and power tools and equipment applicable to assigned maintenance and repair responsibilities;
- Methods and materials used in concrete work, surface patching, and masonry repair;
- Basic methods for surface preparation and application of paints appropriate to different surfaces;
- Basic mathematics;
- Basic principles of electricity and electrical repair practices;
- Safe work methods and safety regulations pertaining to the job;
- Safe driving practices.

#### **Ability to:**

- Understand and follow written and oral instructions;
- Understand, interpret, and apply Material Safety Data Sheet information and Haz-Mat kit instructions;
- Operate and maintain tools and equipment safely and efficiently;
- Read and follow street and bus route maps;
- Read and interpret manuals, specifications, surveys, drawings, diagrams and blueprints;
- Work efficiently and productively without close supervision;
- Prepare accurate and complete records and reports of work performed;
- Communicate effectively both orally and in writing;
- Establish and maintain effective, courteous working relationships with passengers, the public, and others encountered in the course of work.



# BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-7907 County Administrator's Report 12. 26. BCC Regular Meeting Budget & Finance Consent

**Meeting Date:** 04/09/2015

**Issue:** Revised Interlocal Cost Sharing Agreement with Emerald Coast

Utilities Authority for Olive Road East Multi-Lane Reconstruction and

**Drainage Project** 

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

**Organization:** Public Works

**CAO Approval:** 

### **RECOMMENDATION:**

Recommendation Concerning the Revised Interlocal Cost Sharing Agreement with the Emerald Coast Utilities Authority for Olive Road East Multi-Lane Reconstruction and Drainage Project - Phase I - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the revised Interlocal Cost Sharing Agreement with the Emerald Coast Utilities Authority for Olive Road East Multi-Lane Reconstruction and Drainage Project - Phase I, PD 14-15.017:

A. Rescind its action of February 5, 2015, Budget/Finance Consent Agenda, Item 13, CAR II-B, approving and authorizing the Chairman to sign, the Interlocal Cost-Sharing Agreement (Water Main Replacement and Upgrade on the Olive Road Drainage and Roadway Improvement Project), for Olive Road Multi-Lane Reconstruction and Drainage Project (County Road 290), between Escambia County and the Emerald Coast Utility Authority, for the water main replacement and upgrade;

B. Approve the Interlocal Cost Sharing Agreement (Water Main Replacement and Upgrade on the Olive Road Drainage and Roadway Improvement Project), with the Emerald Coast Utilities Authority, for the Olive Road East Multi-Lane Reconstruction and Drainage Project - Phase I, PD 14-15.017, which has been revised to correct a scrivener's error: and

C. Authorize the Chairman or Vice-Chairman to sign the revised Agreement.

[Funding: Fund 352, LOST III, Cost Center 210109, Object Code 56301, Project #10EN0363]

### **BACKGROUND:**

Meeting in regular session on February 5, 2015, the BCC approved the Interlocal Cost Sharing Agreement with Emerald Coast Utilities Authority for the Olive Road East Multi-Lane Reconstruction and Drainage Project-Phase I PD 14-15.017.

The original Interlocal Cost Sharing Agreement contained a paragraph which, due to a scrivener's error, required revision. The revised, final version of the Agreement is attached.

# **BUDGETARY IMPACT:**

Funding for this project is available in 352 LOST III, Cost Center 210109, Object Code 56301 Project # 10EN0363.

### **LEGAL CONSIDERATIONS/SIGN-OFF:**

Attorney's standard form of contract will be used. The Revised Interlocal Cost Sharing Agreement between Escambia County and Emerald Coast Utilities Authority was found to be in order and legally sufficient, and was approved by Stephen West of the County Attorney's Office on February 23, 2015.

### **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.

### IMPLEMENTATION/COORDINATION:

The Chairman or Vice-Chairman will need to sign two original copies of the Revised Agreement, and Engineering Division staff will coordinate with Emerald Coast Utilities Authority.

### **Attachments**

Revised Interlocal Agreement 02.05.15 BCC action

### STATE OF FLORIDA COUNTY OF ESCAMBIA

# INTERLOCAL COST-SHARING AGREEMENT (Water Main Replacement and Upgrade on the Olive Road Drainage and Roadway Improvement Project)

THIS AGREEMENT, made and entered into as of the _____ day of ______, 2015, by and between the COUNTY OF ESCAMBIA, a political subdivision of the State of Florida (hereinafter "County"), and the EMERALD COAST UTILITIES AUTHORITY, a local governmental body, corporate and politic, of the State of Florida (hereinafter "ECUA") (collectively the "Parties"), is as follows:

### WITNESSETH:

WHEREAS the Board of County Commissioners of Escambia County and ECUA are authorized by Section 163.01, Florida Statutes, to enter into Interlocal Agreements and thereby cooperatively utilize their powers and resources in the most efficient manner possible;

WHEREAS ECUA provides potable water service in certain defined areas in Escambia County, Florida;

WHEREAS the County is responsible for stormwater drainage and roadway facilities in the unincorporated portions of Escambia County, Florida;

WHEREAS the County is planning to address storm water drainage and roadway facility needs along Olive Road, between Davis Highway and Ninth Avenue, in Escambia County, Florida;

WHEREAS ECUA has an existing eight inch CA water main along Olive Road, between Davis Highway and Ninth Avenue in Escambia County, Florida;

WHEREAS ECUA has identified a need to replace and upgrade its existing eight inch water main along Olive Road in Escambia County, Florida with a twelve inch PVC water main;

WHEREAS ECUA and the County have both budgeted funds to conduct the needed work along Olive Road;

WHEREAS the County has referenced this project as "Olive Rd East Multi-Lane Reconstruction & Drainage Project" planned for construction as a phased project approach;

WHEREAS the Parties recognize that two construction projects being performed in the same geographical area at different times would be more disruptive than a single combined project in which potable water supply, drainage, and roadway improvements were addressed simultaneously;

WHEREAS the Parties further recognize that certain economies of scale can be achieved by combining the projects rather than designing and constructing them separately;

WHEREAS, ECUA requested the County include replacing and upgrading the water main within the project scope for its drainage and roadway improvements along Olive Road;

WHEREAS the County acceded to this request;

WHEREAS the County's contracts for the completion of the projects will include design and construction services for both water main replacement and upgrades for ECUA and drainage/roadway improvements for the County;

WHEREAS the Parties have agreed to share the costs of replacing and upgrading the water main with ECUA's reimbursing the County 60% of the costs attributed to the water main;

NOW THEREFORE, in consideration of mutual terms, covenants, and conditions contained herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, it is agreed as follows:

- 1. <u>Recitals</u>. The above recitals are true and correct, and are incorporated in this Agreement as fully as if set forth herein.
- 2. <u>Entry into Contract</u>. In return for the promises contained herein, the County will enter into contract/s to design and construct drainage/roadway improvements as well as water main replacement and upgrade along Olive Road between Davis Highway and Ninth Avenue, which will serve both Parties. The County will also administer the contract, with input and guidance from ECUA regarding the water main improvement components.
- 3. <u>Cost Sharing</u>. The County will pay all of the costs associated with designing and constructing the referenced drainage, roadway, and water main improvement project. However, starting with the issuance of the notice to proceed to the awarded contractor(s), ECUA shall reimburse the County sixty percent (60%) of the associated costs incurred as part of the water main improvement aspects of the project, within thirty (30) days of ECUA's receipt of such invoice from the County. The Parties presently estimate that the total costs associated with the water main improvement aspects of the project will be \$840,000, making ECUA's estimated reimbursement responsibility to be \$504,000 for all phases of the project.

4. <u>Change Orders</u>. The Parties, however, acknowledge that there may be change orders requiring cost adjustments in the event certain unforeseen conditions or charges arise. The County Engineer, or her designee, shall have the right to approve any requested change orders submitted by the engineering-design firm or contractor(s) regarding the drainage, roadway, and sanitary sewer improvements, subject to the concurrence of ECUA in the event the change impacts the water main aspects of the project. However, the maximum amount of change order(s) from ECUA for water main improvements under this Agreement shall be \$50,000, absent further action by the ECUA Board.

### 5. Notice and Contact:

- a. All notices provided under or pursuant to this Agreement shall be in writing, either by hand, or mail, to the representatives named below, at the address below:
  - b. Name and contact information of the County's project manager:

Christopher "Chris" A. Curb, Project Coordinator Escambia County Engineering Division of Public Works 3362 W. Park Place

Pensacola, FL 32526

Telephone: (850) 595 -3419

c. Name and contact information of ECUA's project manager:

Brandon Knight, P.E.

9255 Sturdevant St

Pensacola, FL 32514

Telephone: (850) 969-3310

- d. In the event that different representatives or addresses are designated by either Party after execution of this Agreement, notice of the name, title, address, and telephone number of the new representative will be provided as outlined in paragraph 5a, above.
- 6. <u>Plan Review and Inspection</u>. Both Parties shall have the right to review all plans and design documentation. Both Parties shall be in agreement prior to acceptance and sign-off of any work associated with the project.
- 7. <u>Documentation of Work.</u> The County agrees to fully document completion of all said work associated with this project, in writing, by ensuring copies are provided to ECUA of all meeting notes, plans, design documentation, and such other documentation as reasonably

required by either Party.

- 8. Ownership and Maintenance. The County agrees that all drainage and roadway system improvements resulting from the work under this Agreement shall become the property of the County after the satisfactory completion of construction. ECUA agrees that all water main improvements resulting from the work under this Agreement shall become the property of ECUA after the satisfactory completion of construction.
- 9. <u>Liability</u>. Subject to any claim of sovereign immunity, each Party to this Agreement shall be fully liable for the acts and omissions of its respective employees and agents in the performance of this Agreement to the extent permitted by law. Furthermore, nothing in this Agreement nor any act of the Parties shall be deemed or construed by the Parties hereto or by any third party to create a relationship of principal and agent, joint venture, business affiliation, or of any association whatsoever between ECUA and the County.
- 10. <u>Term of Agreement</u>. This Agreement shall terminate upon the completion of the work contemplated under this Agreement and ECUA's having reimbursed the County for all costs for which it is responsible under paragraphs 3 and 4 of this Agreement, above, barring any warranty issues.
- 11. <u>Termination</u>. This Agreement may be terminated by either Party for cause, and only after the Party seeking termination has notified the other Party of the alleged default on the contract and has provided the defaulting Party a reasonable opportunity to cure, which shall be no less than thirty (30) days' time.
- 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 shall give the first party written notice of the alleged violation of Chapter 119 and seven (7) calendar days to cure the alleged violation. If the alleged violation has not been cured at the end of that time period, then the other Party may terminate this Agreement for cause.
- 13. <u>Effective Date</u>. This Agreement shall become binding on the Parties and effective when filed in the office of the Clerk of the Circuit Court of Escambia County, Florida. The County shall be responsible for such filing.
- 14. <u>Choice of Law; Venue</u>. This Agreement and the interpretation and performance thereof shall be governed by the laws of the State of Florida, and any action

arising out of or related to this Agreement shall be brought only in a court of appropriate iurisdiction in Escambia County, Florida.

- 15. <u>Interpretation</u>. Headings used throughout this Agreement are for the purpose of convenience only and no heading shall modify or be used to interpret the text of any paragraph. This Agreement shall not be more strictly construed against either Party by reason of the fact that one Party may have drafted or prepared any or all of the terms and provisions of this Agreement.
- 16. <u>Severability</u>. The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provision.
- 17. <u>No Waiver</u>. The failure of a Party to insist upon the strict performance of the terms and conditions of this Agreement shall not constitute or be construed as a waiver or relinquishment of any other provision or of either Party's right thereafter to enforce the same provision in accordance with this Agreement.
- 18. <u>Amendment</u>. This Agreement may be amended only by a written agreement signed by an authorized representative of each Party.
- 19. <u>Authority to Contract</u>. Each individual executing this Agreement on behalf of a Party represents and warrants that he is duly authorized to execute and deliver this Agreement on behalf of said entity, in accordance with applicable law, and that this Agreement is binding upon said entities in accordance with its terms.
- 20. <u>Annual Appropriation</u>: Nothing contained in this Agreement shall be deemed to create a debt, liability, or other obligation of either Party or any other political subdivision of the State of Florida within the meaning of any constitutional, statutory, charter, or other provision or limitation, and nothing contained herein shall be deemed to authorize or compel, directly or indirectly, the exercise of the ad valorem taxing power of the County or any other political subdivision of the State of Florida or taxation in any form on any real or personal property for the payment of any amounts contemplated by or as provided in this Agreement; moreover, the Parties acknowledge that ECUA has no taxing power. Furthermore, pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the Parties' performance and obligations to fund this Agreement shall be contingent upon annual appropriations by the Parties' respective governing boards.

IN WITNESS WHEREOF, the Parties have executed this Agreement, by and through their duly undersigned representatives, as of the date and year first written above.

	EMERALD COAST UTILITIES AUTHORITY, a local governmental body, corporate and politic
	By: Stephen E. Sorrell, Executive Director
ATTEST:	Date:
By: Secretary	
	ESCAMBIA COUNTY, FLORIDA, a politica subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners.
	By:Steven Barry, Chairman
ATTEST: Pam Childers Clerk of the Circuit Court	Date:
By: Deputy Clerk	BCC APPROVED:
Deputy Clerk	
(SEAL)	This document approved as a form and legal sufficiency.
	By: (Valley) Title: Fy + (ounty Afformy Date: Feb. Zs, Zvis

## RESUME OF THE REGULAR BCC MEETING - Continued

### COUNTY ADMINISTRATOR'S REPORT - Continued

- II. BUDGET/FINANCE CONSENT AGENDA Continued
- 12. Recommendation: That the Board award Contract PD 14-15.016, "Olive Road (West Corridor)," to Roads, Inc., of NWF, in the amount of \$1,585,445.54 (Funding: Fund 352, Local Option Sales Tax III, Cost Center 210109, Object Code 56301, Project # 10EN0363).

Approved 4-0, with Commissioner Robertson abstaining (and filing Form 8B, Memorandum of Voting Conflict for County, Municipal, and Other Local Public Officers)

- 13. <u>Recommendation:</u> That the Board take the following action concerning the Olive Road East Multi-Lane Reconstruction and Drainage Project Phase I, PD 14-15.017 (Funding: Fund 352, Local Option Sales Tax III, Cost Center 210109, Object Code 56301, Project # 10EN0363):
  - A. Award Contract PD 14-15.017, "Olive Road East Multi-Lane Reconstruction and Drainage Project Phase 1," to Roads, Inc., of NWF, in the amount of \$4,531,541.13; and
  - B. Approve, and authorize the Chairman to sign, the *Interlocal Cost-Sharing Agreement* (Water Main Replacement and Upgrade on the Olive Road Drainage and Roadway Improvement Project), for Olive Road Multi-Lane Reconstruction and Drainage Project (County Road 290), between Escambia County and the Emerald Coast Utility Authority, for the water main replacement and upgrade.

Approved 4-0, with Commissioner Robertson abstaining (and filing Form 8B, Memorandum of Voting Conflict for County, Municipal, and Other Local Public Officers)



# BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-7910 County Administrator's Report 12. 27. BCC Regular Meeting Budget & Finance Consent

Meeting Date: 04/09/2015

**Issue:** Acceptance of a Public Road and Right-of-Way Easement at 8117

Tippin Avenue

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

**Organization:** Public Works

**CAO Approval:** 

### **RECOMMENDATION:**

Recommendation Concerning the Acceptance of a Public Road and Right-of-Way Easement at 8117 Tippin Avenue from Marsha Ann Greene - Joy D. Blackmon, P.E., Public Works

Department Director

That the Board take the following action concerning acceptance of the donation of a Public Road and Right-of-Way Easement (approximately 0.60 square feet) at 8117 Tippin Avenue from Marsha Ann Greene, for the Tippin Avenue and Lode Star Avenue Sidewalk Project:

A. Accept the donation of a Public Road and Right-of-Way Easement (approximately 0.60 square feet) at 8117 Tippin Avenue from Marsha Ann Greene, for the Tippin Avenue and Lode Star Avenue Sidewalk Project;

- B. Authorize the payment of documentary stamps, as the Easement is being donated for governmental use, which is for sidewalk and stormwater drainage improvements, and the County benefits from the acceptance of this Public Road and Right-of-Way 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 Public Road and Right-of-Way Easement as of the day of delivery of the Public Road and Right-of-Way Easement to the Chairman or Vice Chairman, and authorize the Chairman or Vice Chairman to acknowledge the Board's acceptance at that time.

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

### **BACKGROUND:**

The County has a project under construction to make sidewalk and drainage improvements along Tippin Avenue and Lode Star Avenue. Due to limited right-of-way within the area of 8117 Tippin Avenue, it was determined that additional property would be required to facilitate the project. Marsha Ann Greene, owner of the property located at 8117 Tippin Avenue, has agreed to donate a portion of her property (approximately 0.60 acres) for a Public Road and Right-of-Way Easement to facilitate the sidewalk and drainage improvement project. Board approval is required for the Board's acceptance of the donated property.

This project consists of sidewalks being installed along the west side of Tippin Avenue, from Parazine Avenue to Olive Road, and along the east side of Lode Star Avenue, extending the existing sidewalk on Lode Star Avenue to Olive Road. Construction of this project will be coordinated with the Olive Road East project and is scheduled to be completed by the first of June.

### **BUDGETARY IMPACT:**

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

### **LEGAL CONSIDERATIONS/SIGN-OFF:**

The Public Road and Right-of-Way Easement was approved as to form and legal sufficiency by Stephen West, Assistant County Attorney.

### **PERSONNEL:**

All work associated with this request is being done in-house and no additional staff is required.

### POLICY/REQUIREMENT FOR BOARD ACTION:

These actions are consistent with the provisions of Section 46-139, Escambia County Code of Ordinances.

# **IMPLEMENTATION/COORDINATION:**

Upon Board approval, staff will proceed in compliance with Section 46-139 of the County Code of Ordinances.

	Attachments	
	Attachments	
<u>Easement</u>		
<u>Map</u>		

This document was prepared by:
Wayne Manning
Escambia County, Public Works Department
3363 West Park Place
Pensacola, FL 32505
Parcel 07-1S-29-1100-030-001
Tippin Avenue Sidewalk Project

### STATE OF FLORIDA COUNTY OF ESCAMBIA

### PUBLIC ROAD AND RIGHT-OF-WAY EASEMENT

### WITNESSETH:

WHEREAS, Grantor is the owner of certain property located in Escambia County, Florida and more particularly described below (the Property); and

The South 5.0 feet of the East 12.0 feet of Lot 3, Block "A", Gatewood Estates as recorded in Plat Book 6 at page 92 of the public records of Escambia County, Florida, containing 60 square feet, more or less, being in Section 7, Township 1 South, Range 29 West, Escambia County, Florida.

WHEREAS, Grantor has agreed to convey to Grantee a public road and right-of-way easement over and across the Property;

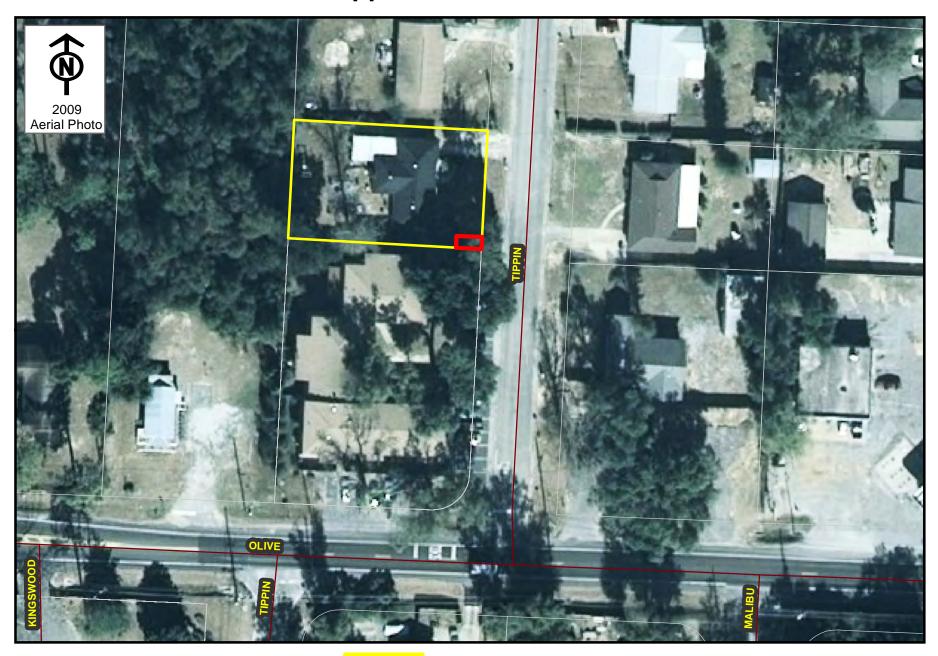
NOW, THEREFORE, Grantor hereby conveys to Grantee an easement for the perpetual and unobstructed right of the public to access, ingress, and egress over and across the Property and for the purpose of constructing, paving, maintaining, replacing, inspecting, removing, and repairing a road and right-of-way, bridges and drainage structures, and other associated public facilities on the Property, together with all rights and privileges necessary and convenient for the purposes described above.

GRANTOR covenants that she is lawfully seized and possessed of the Property, that she has good and lawful right to convey the same, and that it is free from all encumbrances.

IN WITNESS WHEREOF, Grantor has executed this document on the date first written above.

	ed, sealed and delivered	
in the presen	ace of:	Grantor
Witness 7	Ronald Bom	By: Marsha Cinu Trees
Print Name	Ronald Brown	Marsha Ann Greene
Witness Print Name	Bernie W Mannin	<del></del>
STATE OF COUNTY O	FLORIDA OF ESCAMBIA	
2014, by Ma	foregoing instrument was acknursha Ann Greene. She ( ) is polarida ( ) is constant.	ersonally known to me, or ( ) has produced current as identification.
		Biguin 5
(Notary Seal	)	Signature of Notary Public
	Bernie W. Manning	Beinir W Manning
	Notary Public-State of FL Comm. Exp. May 31, 2014 Comm. No. DD967622	Printed Name of Notary Public
	AC	CCEPTANCE
on the		y Easement is accepted by Escambia County, Florida 14, as authorized by the Board of County da at its meeting held on
		BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA
		Lumon J. May, Chairman
ATTEST:	Pam Childers	Steven Barry
	Clerk of the Circuit Court	
Deputy Clerk		This document approved as to family and legal sufficiency.  By: Own Atlanta
		Date: Jan. 23 2019

# **Tippin Avenue Sidewalk**





ESCAMBIA COUNTY ENGINEERING DEPARTMENT

SSW 3/23/15 DISTRICT 4



8117 Tippin Avenue5' Sidewalk Easement



# BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-7941 County Administrator's Report 12. 28.
BCC Regular Meeting Budget & Finance Consent

Meeting Date: 04/09/2015

**Issue:** Change Order to DRMP, Inc. on Contract PD 13-14.080 "Signalization"

Continuing Consultant Services Contract"

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

**Organization:** Public Works

**CAO Approval:** 

### **RECOMMENDATION:**

Recommendation Concerning a Change Order to DRMP, Inc., for the "Signalization Consultant Continuing Services Contract" - Joy D. Blackmon, P.E., Public Works Department Director

That the Board approve and authorize the County Administrator to execute the following Change Order to DRMP, Inc., on Contract PD 13-14.080, for the "Signalization Consultant Continuing Services Contract":

Department:	Public Works
Division:	Engineering/Transportation and Traffic Operations
Type:	Addition
Amount:	\$100,000
Vendor:	DRMP, Inc.
Project Name:	Signalization Consultant Continuing Services Contract
Contract:	PD 13-14.080
PO#:	150911
CO#:	1
Original Contract Award:	\$200,000
Cumulative Amount of Change Orders Through this CO:	\$100,000
New Contract Amount:	\$300,000

[Funding Source: Fund 175, Transportation Trust Fund, Cost Center 211201, Object Code 53101]

### **BACKGROUND:**

Meeting in regular session on January 8, 2015, the Board awarded Contract PD 13-14.080 "Signalization Consultant Continuing Services Contract" to DRMP, Inc. This contract is funded by a Joint Partnership Agreement (JPA) with Florida Department of Transportation (FDOT). The JPA, initiated in February 2014, awarded the County access to \$300K, which the County planned to award to this contract. The consultants were made aware that the contract was for \$300K.

Because there were some additional dollars drawn down on the JPA prior to July 2014 (FDOT's new fiscal year) only \$200K was available to allocate to the contract. Then, in July 2014, another \$300K was made available to the County, which allows for \$100K to be added to the contract, which was what was originally communicated to the consultant.

### **BUDGETARY IMPACT:**

Funds are available in Fund 175 "Transportation Trust Fund", Cost Center 211201, Object Code 53101.

### **LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

# **PERSONNEL:**

N/A

### POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the provisions of the Code of Ordinances of Escambia County, Florida, Chapter 46, Finance, Article II, Purchasing and Contracts.

Request for Letters of Interest, PD 13-14.080, Signalization Consultant Continuing Services, were publicly noticed on Monday, August 25, 2014 to 139 known firms. Responses were received from 3 firms on Wednesday, September 9, 2014.

On Feb 13, 2014, the FDOT and the County entered into a JPA that provides the County \$300K per FDOT fiscal year. This is in response to the Florida Alabama Transportation Planning Organization (TPO) number one priority for our region. The County is managing the dollars for Escambia, Santa Rosa, and City of Pensacola to address signalization issues on the state system in our region. It is under, and according to, this JPA that the consultant services are to function. The County's intent was to hire a Signalization Engineer; however, because that position has not yet been filled, the County desires to move forward with the necessary signalization work in our two counties through this continuing contract.

# IMPLEMENTATION/COORDINATION:

Upon approval of this recommendation, a Change Order will be transmitted to the Office of Purchasing for processing.

# **Attachments**

Original PO and Agreement

SCAMBIA COUNTY FLORIDA   200,000.00   200,000.000   200,000.000   2112121   53101   200,000.000   200,000.000   1211201   53101   200,000.000   1211201   53101   200,000.000   1211201   53101   200,000.000   10121201   53101   200,000.000   10121201   53101   200,000.000   10121201   53101   200,000.000   10121201   53101   200,000.000   10121201   53101   200,000.000   1012121201   53101   200,000.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.0000   100.0000   100.0000   100.0000   100.0000   100.0000   100.0000	В	DARD OF COUN	TY COMMISSION	ONERS	PURCH	IASE ORDER NO. 1	50911
DRMP INC 941 LAKE BALDWIN LANE ORLANDO FL 32814  ORDER DATE: 01/16/15  BUYER: PAUL NOBLES  REG. NO.: 15001045  REG. DATE: 01/13  TERMS: NET 30 DAYS F.O.B.: N/A DESCRIPTION ONTACT COLBY BROWN AT 850-595-3433 WITH ANY QUESTIONS.  O1 1.00 LOT CONTRACT PD 13-14080 "SIGNALIZATION 200000.0000 200,000.  CONSULTANT CONTINUING SERVICES" PER JOINT PARTNERSHIP AGREEMENT APPROVED BY BCC ON 12/5/2013.  TEMM  ACCOUNT  AMOUNT  PROJECT CODE PAGE TOTAL \$ 200,000.	PO PE	3 PALAFOX PLACE SEC BOX 1591 NSACOLA,FL 32591-15	OND FLOOR SUITE 11	.101	V escambia.in O CLERK OF T I HON. PAM C 221 PALAF	voices@escambiaclerk.com 'HE COURT & COMPTROLLE CHILDERS OX PLACE, SUITE 140	R
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TOTAL \$ 200,000.							
01 21101							

APPROVED BY June Bon Original Purchase Order

TAX ID 85-8013888011C-3 FED ID 59-6000-598

# STANDARD PROFESSIONAL CONSULTING SERVICES CONTRACT DOCUMENTS

**FOR** 

# AGREEMENT BETWEEN ESCAMBIA COUNTY

AND

DRMP, Inc.

PD 13-14.080, Signalization Continuing Services Consultant

FORM F: CONSULTING SERVICES FOR TASK ORDERS

(Revised July 11, 2013)

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### **AGREEMENT**

This is an Agreement between Escambia County, a political subdivision of the State of Florida, by and through its Board of County Commissioners, its successors and assigns, with its administrative offices located at 221 Palafox Place, Pensacola, Florida 32502-1590, (hereinafter referred to as "County,") and DRMP, Inc., a for-profit corporation, authorized to do business in the State of Florida, its successors and assigns, whose federal identification number is 59-1791174, and whose business address is, , (hereinafter referred700 South Palafox Place Street, Suite 160, Pensacola, Florida 32502 to as "Consultant").

#### WITNESSETH:

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:

# ARTICLE 1 DEFINITIONS AND IDENTIFICATIONS

For the purposes of this Agreement and the various covenants, conditions, terms and provisions which follow, the definitions and identifications set forth below are assumed to be true and correct and are therefore agreed upon by the parties.

### 1.1 BOARD OF COUNTY COMMISSIONERS:

The Board of County Commissioners is the governing body of Escambia County, Florida.

### 1.2 **CONSULTANT**:

DRMP, Inc. is the Consultant selected to perform professional services pursuant to this Agreement.

### 1.3 CONTRACT ADMINISTRATOR:

Whenever the term Contract Administrator is used herein, it is intended to mean Colby S. Brown, Division Manager, Escambia County Public Works/Transportation and Traffic Operations. In the administration of this Agreement, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Contract Administrator.

### 1.4 **COUNTY**:

Escambia County, Florida is a body corporate and politic and a political subdivision of the State of Florida.

### 1.5 NOTICE TO PROCEED:

The Notice to Proceed is the written authorization as defined in Section 1.10 issued by the County or the Contract Administrator to commence the project.

### 1.6 PROJECT:

The project is the task, as defined in Section 1.10, assigned to the Consultant pursuant to this Agreement.

#### 1.7 PROJECT MANAGER:

The project manager shall mean the staff person within the County's Public Works/Transportation and Traffic Operations who is assigned by the Contract Administrator to oversee the task order work.

### 1.8 SCOPE OF SERVICES:

The intent of this Agreement is to make available certain design, engineering, surveying, and inspection services for Escambia County as requested and as outlined herein.

### 1.9 SCOPE OF WORK:

The scope of work is the specific information relating to those certain services provided to the Consultant on an individual project task order including, but not limited to: project description with boundaries, intent of project, anticipated services required, and expected deliverables.

#### 1.10 TASK ORDER:

The task order is a formal written assignment of work, based upon negotiation, which is issued to the Consultant pursuant to this Agreement.

### ARTICLE 2 PREAMBLE

In order to establish the background, context and frame of reference for this Agreement and to generally express the objectives and intentions of the respective parties herein, the following statements, representations, and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and that may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

- 2.1 Negotiations pertaining to hourly rates for professional services to be performed by the Consultant were undertaken between the Consultant and a committee selected by the Board of County Commissioners, and this Agreement incorporates the results of such negotiations.
- 2.2 The Board of County Commissioners has met the requirements of Section 287.055, Florida Statutes, as amended, the Consultants' Competitive Negotiation Act, and has selected DRMP, Inc., to perform such services hereunder.
- 2.3 Escambia County will budget funds for each task order issued under the Agreement.

# ARTICLE 3 SCOPE OF SERVICES

- 3.1 The Consultant will provide Signalization Continuing Services Consultant as hereinafter described in this Article 3 for tasks outlined in Escambia County's RFP Specification No. P.D. 13-14.080. In the event of a conflict between the terms of the RFP and this Agreement, the terms of this Agreement shall prevail.
- 3.2 The basic professional services to be provided are as set forth in Exhibit "A," attached hereto and incorporated by reference herein, and unless otherwise specifically excluded from any particular task order, these services shall comport with County guidelines for construction and retrofitting of projects, and local ordinances, State, and Federal laws and regulations.

# ARTICLE 4 ORDERING OF THE WORK

- 4.1 The Consultant is one of several firms selected to perform professional services on same or similar terms pursuant to this Agreement. The County expressly reserves the exclusive right to assign specific task orders to the firm it deems best suited for the type of work to be accomplished. This Agreement does not guarantee any amount or type of task orders to be assigned to the Consultant.
- 4.2 The scope of work, provided by the County, will constitute the basis for negotiation of each task order. When requested by the County, the Consultant will provide a proposal to the County to perform the services requested under this scope of work. The County and the Consultant will enter negotiations to determine a fair and reasonable number of hours, by discipline, for such requested services pursuant to Section 3.2.
- 4.3 In the event a mutually agreeable number of hours is reached, the County will issue a task order which describes the services to be provided by the Consultant and the amount of compensation to be provided by the County. In the event a mutually agreeable number of hours cannot be reached, the Consultant will be requested to

provide a best and final offer to the County. If this best and final offer is not acceptable to the County, negotiations will cease with the Consultant, and the County will open negotiations for the same scope of work with another firm.

# ARTICLE 5 TIME FOR PERFORMANCE

- 5.1 As a part of its task order proposal, the Consultant shall submit to the County a schedule for completion of the scope of work. Pursuant to Article 4 above, this schedule is a negotiable item during task order negotiations.
- 5.2 Prior to beginning the performance of any basic professional services under this Agreement, the Consultant must receive a written Notice to Proceed from the County. For those task orders where a mutual agreement of a fair and reasonable price has been reached, a copy of the fully executed task order will serve as the Consultant's written approval to begin the performance of the Consultant's services. Prior to granting approval for the Consultant to proceed to a subsequent phase of a task order, the Contract Administrator may at his or her sole discretion require the Consultant to submit such documents and drawings as may be reasonably necessary for review and approval by the County.

# ARTICLE 6 COMPENSATION AND METHOD OF PAYMENT

### 6.1 COMPENSATION:

- (a) The County agrees to pay the Consultant as compensation for its services under Section 3.1 of this Agreement a fee to be computed as described below and based upon the schedule set forth in Exhibit B, attached hereto and made a part hereof. Individual task orders submitted to the Consultant will be paid through a budget line item recommended by the Engineering/Transportation and Traffic Engineering and approved by the Board of County Commissioners. For each such task order, the consultant will be compensated by a lump sum fee as negotiated, unless otherwise mutually agreed to by the parties hereto.
- (b) The term "salary costs" as used herein shall mean the hourly rate as shown on Exhibit B, attached hereto and made a part hereof, including but not limited to, principals, engineers, surveyors, draftsmen, clerks, plus costs for sick leave, vacation, unemployment, excise and payroll taxes, contributions for social security, employment compensation insurance, retirement benefits, and medical and insurance benefits. Said salary costs shall be only for time directly chargeable to a task order under this Agreement. A detailed breakdown for these costs shall be kept current and readily accessible to the County.

### 6.2 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.

### 6.3 YEARLY ADJUSTMENT OF CONSULTANT'S RATES:

- (a) On or before August 31 of each contract year, either party may request an adjustment in the Consultant's existing hourly rate schedule. Both the Consultant and the County agree to enter into negotiations concerning such changes upon receipt of a written request from the other detailing the proposed changes and specifying the reasons for such changes. Should the parties fail to reach agreement on the Consultant's revised hourly rates within thirty (30) days after the commencement of such negotiations, this Agreement shall terminate by operation of law on October 1 of that contract year, and the Consultant shall no longer be eligible to offer its services to the County pursuant to this Agreement.
- (b) The effective date of any such adjustment shall be October 1 of the contract year. The Consultant agrees that throughout the life of this Agreement, at no time will the negotiated rates charged to the County be in excess of any other published or unpublished rates paid by any other client of the same class under similar terms and conditions of use and service.
- (c) Rate adjustments shall be made a part of this Agreement by the issuance of a written contract amendment executed by the parties.

### 6.4 DIRECT EXPENSES:

- (a) Direct expenses directly attributable to a task order will be borne by the Consultant and will include, but not be limited to, the following:
  - 1. Transportation expenses in connection with any task order.
  - 2. Living expenses in connection with travel inside and outside of Escambia County and other related expenses.
  - 3. Long distance communications and other miscellaneous communications expenses.
  - 4. Cost of printing drawings and specifications which are required by or of the Consultant to deliver services set forth in this Agreement.
  - 5. Cost of any software or hardware used or developed for any task order.

(b) Direct expenses to be borne by the Consultant shall not include project permit fees or compensation owed to subcontractors engaged according to Section 10.5 of this Agreement.

### 6.5 METHOD OF BILLING AND PAYMENT:

- (a) The Consultant shall submit monthly estimates (payment requisitions) for the amount and value of the work accomplished and services performed by the Consultant which meet standards of quality established under this Agreement. The estimates shall be prepared by the Consultant and shall be accompanied by any supporting data required by the County. Where the monthly estimate includes work done by a subcontractor, the Consultant shall attach copies of that subcontractor's invoice for such work. The Consultant agrees no markup for overhead and profit on subcontractor's invoices shall be allowed on any project task order.
- (b) For lump sum contracts, the Consultant may submit bills at the completion and approval of each phase or for partial completion of each phase on a pro-rata basis. However, requests for payment shall not be made more frequently than once a month.
- (c) Upon approval of the estimate by the County, payment upon properly executed payment requisitions shall be made to the Consultant within forty five (45)_days.
- (d) Payments under this Agreement and interest on any late payments shall be governed by the Florida Prompt Payment Act, §§ 218.70, et seq., Florida Statutes, as amended.

6.6 Payment requisitions will be sent to: Notices will be sent to:

Colby S. Brown
Public Works/Engineering
3363 West Park Place
Pensacola, Florida 32505
(850) 595-3433
(850) 595-3444

County Administrator
Escambia County Administrator
221 Palafox Place
Pensacola, Florida 32502-1590
(850) 595-4900
(850) 595-4908

6.7 Payments and notices will be made to the Consultant at:

Payments
DRMP, Inc.

941 Lake Baldwin Lane, Ste 100
Orlando, FL 32814

Notices
Jim Hagon, Project Manager
DRMP, Inc.
700 South Palafox St., Ste 160
Pensacola, FL 32502

- (a) Any notice required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or other private courier service, such as Federal Express.
- (b) Unless otherwise notified in writing of a new address, notices, payments, and invoices shall be made to each party at the listed addresses. Rejection, or other refusal by the addressee to accept, or the inability of the courier service, or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

# ARTICLE 7 ADDITIONAL SERVICES AND CHANGES IN SCOPE OF SERVICES

- 7.1 The County or the Consultant may request changes that would increase, decrease, or otherwise modify the Scope of Services provided under this Agreement. Such changes must be in accordance with the procurement policies of Escambia County and must be contained in a written amendment, executed by the parties thereto, with the same formality and of equal dignity prior to any deviation from the terms of this Agreement, including the initiation of any extra work.
- 7.2 The County or the Consultant may request changes that would increase, decrease, or otherwise modify the Scope of Work of individual project task orders. Such changes must be negotiated and mutually agreed upon by both parties. This mutual agreement will be formalized by a written change order to the task order issued by the County to the Consultant.

# ARTICLE 8 COUNTY'S RESPONSIBILITIES

- 8.1 The County shall assist the Consultant by placing at its disposal all available information pertinent to the project including previous reports and any other data relative to design or construction of the project.
- 8.2 The County shall make available to the Consultant, as required for performance of the Consultant's basic services, data prepared by or services of others, including without limitation (as may be appropriate) core borings, probings, and subsurface explorations, hydraulic surveys, laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; property boundary, easement, rights-of-way, topographic and utility surveys; property descriptions; zoning, deed and

other land use restriction; and other special data or consultations.

- 8.3 The County shall arrange for access to and make all provisions for the Consultant to enter upon public and private property as required for the Consultant to perform its services.
- 8.4 The County shall examine, within a reasonable time so as not to delay the services of the Consultant, all studies, reports, sketches, drawings, specifications, proposals and other documents presented by the Consultant, obtain advice of an attorney, insurance counselor and other consultants, as the County deems appropriate, for such examination and the rendering of written opinions or decisions pertaining thereto.
- 8.5 The County will assist in obtaining approvals and permits from all governmental authorities having jurisdiction over the project and such approvals and consents from others as may be necessary for completion of the task order by the Consultant.
- 8.6 The County shall give prompt written notice to the Consultant whenever the County observes or otherwise becomes aware of any development that affects the scope of timing of the Consultant's services, or any defect in the work of the Consultant.
- 8.7 The County will perform an evaluation of the services provided by the Consultant at the completion of work of each task order. This evaluation will consider the timeliness as well as the quality of services provided during that task order for the purpose of determining whether additional task orders will be awarded to the Consultant by the County.

# ARTICLE 9 CONSULTANT'S RESPONSIBILITIES

### 9.1 QUALITY OF SERVICES:

- (a) The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished pursuant to this Agreement.
- (b) To that end, the Consultant shall correct or shall revise, without additional compensation, any errors or deficiencies in its work product or shall make such revisions as are necessary as the result of the failure of the Consultant to provide an accurate, more efficient, and properly constructable product in its designs, drawings, specifications, or other services.
- (c) Neither the County's review of, approval of, or acceptance of, nor payment for, the services required by this Agreement shall be construed to operate as a waiver of any rights or of any cause of action arising out of the performance of this Agreement. Additionally, the Consultant shall be and remain liable to the

County in accordance with applicable law for all damages to the County caused by the Consultant's negligent performance of any of the services furnished under this Agreement.

(d) The rights and remedies of the County provided for under this Agreement are in addition to any other rights and remedies otherwise provided by law.

# 9.2 CONSULTANT PROFESSIONAL REGISTRATION AND CERTIFICATION:

- (a) The design services provided to the County by the Consultant shall be certified by professional engineers registered to practice and in good standing in the State of Florida. Any project inspection services also shall be reviewed and shall be approved by such professional engineers.
- (b) The survey services provided to the County by the Consultant shall be certified by professional land surveyors registered to practice and in good standing in the State of Florida.
- (c) Permit applications to State and Federal agencies prepared by the Consultant shall be signed and shall be sealed by the Consultant, as the project's Engineer of Record. For all such permit applications, post-construction certification also shall be made by the Consultant to the appropriate State or Federal permitting agency.

# ARTICLE 10 GENERAL CONDITIONS

### 10.1 OWNERSHIP OF DOCUMENTS

- (a) Drawings, specifications, designs, models, photographs, reports, surveys, calculations, and other data provided in connection with this Agreement are and shall remain the property of the County whether the project for which they are made is executed or not. Such finished or unfinished documents, data, calculations, studies, surveys, specifications, drawings, maps, models, photographs and reports prepared by the Consultant shall be delivered by the Consultant to the County at the conclusion of the project or the termination of the Consultant's services.
- (b) When such documents are provided to other parties, the Consultant shall ensure return of the County's property by collecting a deposit equal to the cost of reproduction. Such deposit shall be returned if the documents are timely returned in a useable condition. Otherwise, such deposit shall be retained by the Consultant.

### 10.2 <u>SUSPENSION OR TERMINATION OF WORK:</u>

- (a) The County, in writing, may order the Consultant to suspend, delay, or interrupt all or any part of the work of a task order for the period of time that the County determines to be appropriate for the convenience of the County. The Consultant expressly acknowledges and agrees that it shall receive no damages for delays. The Consultant's sole remedy, if any, against the County will be the right to seek an extension to the contract time as provided for the completion of the project.
- (b) This Agreement may be terminated by either party for cause, or by the County for convenience, upon fourteen (14) days written notice by the terminating party to the other party of such termination in which event the Consultant shall be paid its compensation for services performed to termination date, including all reimbursable expenses then due or incurred to the date of termination.
- (c) Termination of the Consultant for cause shall include, but not be limited to, misuse of funds, fraud, lack of compliance with applicable rules, laws, regulations, and ordinances, and failure to perform in a timely manner any provision of this Agreement.
- (d) In no event shall a termination for convenience by the County be deemed a default, and any such termination shall not subject the County to any penalty or other claim for damages. If the Consultant abandons this Agreement or causes it to be terminated, the Consultant shall indemnify the County against any loss pertaining to this termination up to a maximum of 1.3 times the full contracted fee amount of the project.
- (e) Vendor suspension or debarment proceedings brought by the County pursuant to Article II of Chapter 46, Escambia County Code of Ordinances, shall be grounds for immediate termination of this Agreement.

### 10.3 RECORDS:

(a) The Consultant shall keep such records and accounts and shall require any subcontractors to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement and any expenses for which the Consultant expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by the County, and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by the County of any fees or expenses based upon such entries.

(b) The Consultant acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. In the event the Consultant fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any right or remedy and after giving the Consultant and its surety, if any, seven (7) days written notice, during which period the Consultant still fails to allow access to such documents, terminate the employment of the Consultant. In such case, the Consultant shall not be entitled to receive any further payment. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the Consultant (excluding monies owed the Consultant for subcontractor work).

### 10.4 NO CONTINGENT FEES:

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the County shall have the right to terminate the Agreement without liability and at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

### 10.5 **SUBCONTRACTORS**

In the event the Consultant, during the course of the work under this Agreement, requires the services of any subcontractors or other professional associates in connection with services covered by this Agreement, the Consultant must secure the prior written approval of the County unless such work is specifically detailed in the task order.

Any subcontractors or other professional associates retained by Consultant must carry the appropriate insurance coverage as specified in paragraph 10.8 below in an amount equal to or greater than the coverage carried by the Consultant.

### 10.6 ASSIGNMENT:

This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by the Consultant, without the prior written consent of the County. However, the Agreement shall run with the Escambia County Government and its successors.

### 10.7 HOLD HARMLESS AND INDEMNIFICATION OF COUNTY

The Consultant agrees to hold harmless and indemnify the County and its agents, officers, and employees from all liabilities, damages, losses, and costs, including attorneys' fees and paralegals' fees, incurred by County to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Consultant or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Consultant, or by any other person for whom the Consultant is legally liable. Consultant's obligation as provided herein shall be limited to its proportionate share of liability to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Consultant or by any person, firm or corporation to whom any portion of the Work is subcontracted by Consultant, and Consultant shall not be required to indemnify and hold harmless County where County's negligence, recklessness, or intentional wrongful misconduct is determined by a court of competent jurisdiction to be the sole cause of its liabilities, damages, losses and costs, including attorney's and paralegal fees.

County and Consultant agree one percent (1%) of the Contract Amount paid by County to Consultant shall be given as separate consideration for this indemnification, and any other indemnification of County by Consultant provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Consultant by Consultant's acceptance and execution of the Agreement.

Consultant agrees that such indemnification by the Consultant relating to any matter which is the subject of this Agreement shall extend throughout the term of this Agreement and any statutes of limitations thereafter. The Consultant's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

### 10.8 INSURANCE:

The Consultant is required to carry the following insurance:

- (a) Commercial General Liability with \$1,000,000 minimum per occurrence, including coverage parts of bodily injury, property damage, broad form property damage, personal injury, independent contractors, blanket contractual liability, and completed operations.
- (b) Automobile Liability with \$1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.
- (c) Professional Liability coverage with \$1,000,000 minimum limit, except where the estimated construction contract price for the project described in the Agreement is greater than \$5 Million dollars, the minimum limit of professional liability coverage shall be equal to 25% of the estimated construction contract price for the project. Said coverage shall be continuously maintained and in

effect for a period of not less than **five (5) years** from the effective date of this Agreement. The policy limit of liability shall not include legal fees and other defense costs. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the effective date of this Agreement and shall not be advanced.

If at any time during the aforementioned policy period there should be a cancellation, non-renewal, or lapse in coverage, professional liability coverage shall be extended for the remainder of the five year period with a supplemental extended reporting period (SERP) endorsement to take effect upon expiration of the policy period referenced above. The limits of liability applicable to the SERP coverage shall be equal to the limits of liability applicable to the policy referenced above and to which the endorsement attaches.

- (d) Florida statutory workers' compensation and employers' liability with employer's liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease.
- (e) It is understood and agreed by the parties that in the event that the Consultant, as defined in Section 1.2, consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.
- All liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Liability policies shall be underwritten on the occurrence basis, except the professional and environmental impairment coverage may be provided on a claims made basis. Escambia County and the Board of County Commissioners shall be "additional insureds" on all liability policies (except professional liability). Certificates of insurance shall be provided to Claudia Simmons, Purchasing Manager, P.O. Box 1591, Pensacola. Florida 32597-1591 commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County and shall provide for a minimum of thirty (30) days notice of cancellation. Escambia County and the Board of County Commissioners also shall be the certificate holders.

### 10.9 CLAIMS AND DISPUTES:

(a) A claim is a demand or assertion by one of the parties to this Agreement seeking an adjustment or interpretation of the terms of the contract documents, payment of money, extension of time or other relief with respect to the terms of the contract documents. The term "claim" also includes other disputes and matters in question between the County and the Consultant arising out of or

relating to the contract documents. The responsibility to substantiate a claim shall rest with the party making the claim.

- (b) Claims by the Consultant shall be made in writing to the County with supporting data. All claims shall be submitted during the performance term of the Agreement or else the Consultant shall be deemed to have waived that claim.
- (c) The Consultant shall proceed diligently with its performance, as directed by the County, regardless of any pending claim, legal action, suit, or administrative proceeding, unless otherwise agreed to by the County in writing. The County shall continue to make payments in accordance with the contract documents during the pendency of such claim.

### 10.10 REPRESENTATIVE OF COUNTY AND CONSULTANT:

- (a) It is recognized that questions in the day-to-day conduct of the project will arise. The Contract Administrator, upon request by the Consultant, shall designate and shall advise the Consultant in writing, persons to whom all communications pertaining to the day-to-day conduct of the project shall be addressed.
- (b) The Consultant shall inform the Contract Administrator in writing of the representative of the Consultant to whom matters involving the conduct of the project shall be addressed.

### 10.11 ALL PRIOR AGREEMENTS SUPERSEDED

- (a) This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.
- (b) It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

### 10.12 TRUTH-IN-NEGOTIATION CERTIFICATE:

Signature of this Agreement by the Consultant shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the County determines the contract

price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of this Agreement.

### 10.13 **HEADINGS**:

Headings and subtitles used throughout this Agreement are for the purpose of convenience only, and no heading or subtitle shall modify or be used to interpret the text of any section.

### 10.14 GRATUITIES:

Neither the Consultant nor any of its employees, agents, and representatives shall offer or give to an officer, official, or employee of the County gifts, entertainment, payments, loans, or other gratuities. The Consultant acknowledges knowledge of the State of Florida's ethics statutes and to the extent applicable to the Consultant, the Consultant agrees to abide with such statutes.

### 10.15 CONFLICT OF INTEREST:

The Consultant hereby certifies that it will completely disclose to the County all facts bearing upon any possible conflicts, direct or indirect, with its performance which it believes that any officer, employee, or agent of the Consultant now has or will have. Said disclosure shall be made by the Consultant contemporaneously with the execution of this Agreement and at any time thereafter that such facts become known to the Consultant. The Consultant at all times shall perform its obligations under this Agreement in a manner consistent with the best interests of the County. Failure to abide by this section shall result in the immediate termination of this Agreement pursuant to Article II of Chapter 46 of the Escambia County Code of Ordinances.

### 10.16 SURVIVAL:

All other provisions which, by their inherent character, sense, and context are intended to survive termination of this Agreement, shall survive the termination of this Agreement.

### 10.17 GOVERNING LAW:

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue for any matter which is a subject of this Agreement shall be in the County of Escambia.

### 10.18 **INTERPRETATION**:

For the purpose of this Agreement, the singular includes the plural and the plural shall include the singular. References to statutes or regulations shall include all

statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation referred to. Words not otherwise defined that have well-known technical or industry meanings, are used in accordance with such recognized meanings. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities.

- (a) If the Consultant discovers any material discrepancy, deficiency, ambiguity, error, or omission in this Agreement, or is otherwise in doubt as to the meaning of any provision of the Agreement, the Consultant shall immediately notify the County and request clarification of the County's interpretation of this Agreement.
- (b) This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

### 10.19 **SEVERABILITY**:

The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance hereof shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provision.

### 10.20 COMPLIANCE WITH LAWS:

The Consultant shall keep fully informed regarding and shall fully and timely comply with all current laws and future laws that may affect those engaged or employed in the performance of this Agreement. Without limiting the generality of the foregoing, the Consultant shall observe all rules and regulations of federal, state, and local officials relating to the subject matter of this Agreement.

### 10.21 EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY):

In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, the CONTRACTOR must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONTRACTOR must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the CONTRACTOR is a state or local government, the CONTRACTOR may choose to verify only new hires assigned to the Agreement; (3)

use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirement in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

### 10.22 PARTICIPATION IN OTHER PROCEEDINGS:

At the County's request, the Consultant shall allow itself to be joined as a party in any legal proceeding that involves the County regarding the design, construction, or installation of any matter which is the subject of this Agreement. This provision is for the benefit of the County and not for the benefit of any other party.

### 10.23 FURTHER DOCUMENTS:

The parties shall execute and deliver all documents and perform further actions that may be reasonably necessary to effectuate the provisions of this Agreement.

### 10.24 **NO WAIVER:**

The failure of the Consultant or the County to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of any other provision or of either party's right to thereafter enforce the same in accordance with this Agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates under each signature: Escambia County, Florida through its Board of County Commissioners, signing by its Board Chairman, duly authorized to execute this Agreement through the express delegation of authority set forth in Article II of Chapter 46, Escambia County Code of Ordinances, and DRMP, Inc., signing by and through its President, duly authorized to execute same.

ATTEST: Corporate Secretary	CONSULTANT: DRMP, Inc., a for-profit corporation authorized to do business in the State of Florida.  By: Scott Early, Office Leader
Secretary [CORPORATE SEAL] WITNESS: WITNESS:  WITNESS:  WITNESS:	Date: 1/5//5
	COUNTY: ESCAMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners.
WITNESS: Maley	By July & Bourt Administration
WITNESS: MUNALITY	Jack R. Brown County Administrator  Date: 1-21-15
0	

BCC Approved: January 8, 2015

### DRMP, INC.

Principals
Wayne D. Chalifoux
Donaldson K. Barton, Jr.
Lucius J. Cushman, Jr.
Jon S. Meadows
Lawrence L. Smith. Jr.
William T. Stone



November 24, 2014

DRMP Job # 14-0343-000

Mr. Colby Brown, P.E.
Program Director
Traffic and Transportation Division of Public Works Department
3363 West Park Place
Pensacola, FL 32505

Subject: Signalization Consultant Continuing Services

PD 13.14.080

Dear Mr. Brown:

DRMP is pleased to provide services for the Signalization Consultant Continuing Services contract. As requested, DRMP has reviewed the Joint Project Agreement between the Florida Department of Transportation (FDOT) and Escambia County and composed a draft Scope of Work. The purpose of this letter is to submit the proposed Scope of Work for your review and comment.

The solicitation and subsequent discussion specifically addressed the continuation of the regional signal re-timing program at a minimum and the need to provide a variety of Task Work Orders (TWO) associated with enhanced traffic operations, traffic engineering, transportation planning, as well as related duties, functions, and services in support of the system of traffic signals and overall traffic operations throughout Escambia and Santa Rosa County. We understand DRMP is an extension of your staff and you will contact us with assignments to support specific Task Work Orders by calling or emailing us. We are ready to support you with inquiries from residents, businesses, and local politicians. We will meet with you and other local agencies on a regular basis to review the status of the re-timing program, past issues, and the prioritization of current work. In addition to the regular meetings, DRMP will actively coordinate in the City of Pensacola's Advanced Traffic Management System (ATMS) contract to ensure our on-going efforts are not duplicated or unnecessary.

700 South Palafox Street Suite 160 Pensacola, Florida 32502 Phone: 850.469.9077 Fax: 850.469.9073

Boca Raton, Florida Charlotte, North Carolina Chipley, Florida Columbia, South Carolina DeLand, Florida Ft. Myers, Florida Gainesville, Florida Jacksonville, Florida Lakeland, Florida Orlando, Florida Panama City Beach, Florida Tallahassee, Florida The attached Scope of Work was taken predominantly from the County solicitation and the JPA. We intend to satisfy the requirements of the County, FDOT and the JPA in terms of invoicing and other administrative needs. The General Tasks listed will have a pre-negotiated hours and the Specific and Miscellaneous Tasks will be negotiated shortly after receiving an assignment. We understand the solicitation is a limiting amount based on available funding as defined by the existing JPA between the County and the FDOT. Given our knowledge of the existing signals, equipment and operation, we anticipate the entire amount will be exhausted during each fiscal year of the contract. We will work with the county to prioritize existing issues and to identify additional funding opportunities. We are excited for the opportunity to

1.800 375 3767 www.drmp.com work with Escambia County, Santa Rosa County, and the City of Pensacola to move from the traditional Travel Demand Management model to an Active Demand Management model.

We look forward to the approval of the attached Scope of Work and submitted hours for the pre-negotiated tasks.

Sincerely, **DRMP**, Inc.

James L. Hagon, P.E.

Project Manager - Transportation

Encl: Exhibit A: Scope of Work

Exhibit B: Rate Schedule

CC: Paul Nobles, CPPO, CPPB, FCCM, FCN, FCPM

File

### DRMP, INC.

Principals
Wayne D. Chalifoux
Donaldson K. Barton, Jr.
Lucius J. Cushman, Jr.
Jon S. Meadows
Lawrence L. Smith, Jr.
William T. Stone



### EXHIBIT 'A'

### SCOPE OF WORK

This project, though specific to the continuation of the regional signal re-timing program as designated below for Escambia and Santa Rosa County, which shall be performed at a minimum, also provides the opportunity to perform enhanced traffic operations, traffic engineering, transportation planning, as well as related duties, functions, and services in support of the system of traffic signals and overall traffic operations on Department facilities throughout Escambia and Santa Rosa County.

The point of contact for this contract shall be Escambia County's Traffic and Transportation Division Program Director or their designee.

### 1. Perform enhanced traffic operations:

- Perform site visits and document findings at signalized and non-signalized intersections located on Department facilities on a periodic basis (peak and off- peak tourist seasonal periods) during:
  - o AM and PM peak periods
  - Off-peak mid-day periods
  - Weekend peak period
- · Review and provide analysis of on site visit documentation provided by others.
- Perform and provide analysis of Turning Movement Counts (TMC) data collection exercises.
- Perform plans review/comment on Department, local, or permit projects that affect Department facilities.
- Perform or assist in traffic operations project inspection efforts to assure compliance with plans, specifications, standards, and other contract documents.
- Provide and utilize software such as signal system analysis software, timing
  optimization software, traffic modeling software, operating system software, security
  software, reports generation software, and other related software in support of traffic
  signal system operation, maintenance, and traffic engineering activities.
- Supervise in-house or consultant staff in performing duties in association with this contract and the JPA.
- Address local citizen/resident/governmental issues, concerns, or complaints on Department facilities.

### 2. Perform traffic engineering:

- Conduct comprehensive signal system retiming projects at isolated intersections or corridors on Department facilities.
- Review and provide analysis of signal system retiming projects at isolated intersections or corridors on Department facilities performed by others.
- · Perform travel time/delay studies along signalized Department corridors.
- Perform incremental signal timing adjustments and document actions.

700 South Palafox Street Suite 160 Pensacola, Florida 32502 Phone: 850.469.9077 Fax: 850.469.9073

Boca Raton, Florida Charlotte, North Carolina Chipley, Florida Columbia, South Carolina DeLand, Florida Ft. Myers, Florida Gainesville, Florida Jacksonville, Florida Lakeland, Florida Orlando, Florida Panama City Beach, Florida Tallahassee, Florida Tampa, Florida

> 1.800.375.3767 www.drmp.com

- Review and provide analysis of incremental signal timing adjustments performed by others.
- Perform intersection analysis, signal warrant, speed, pedestrian, safety, volume and other formal engineering studies.
- Review and provide analysis on intersection analysis, signal warrant, speed, pedestrian, and safety studies performed by others.
- Develop plans, concepts, budgets, right-of-way determinations, and assessment of utility concerns for traffic operations, access management, and intersection improvement projects.
- Develop scope, procurement, and contract documentation for traffic operations, access management, and intersection improvement projects.
- Provide project management/contract administration for design, construction, and CEI projects utilizing resources provided by local, state, or federal programs.

### 3. Perform transportation planning:

- Attend and actively participate in meetings related to Department, local, or permit projects that affect Department facilities.
- Meet with each stakeholder agency to this project on a periodic basis to ascertain and
  address concerns related to the engineering and operations on Department facilities this
  specifically includes Milton, Department District Traffic Operations Office, West Florida
  Regional Planning Council (WFRPC), neighboring county engineers, Public Works
  Representatives, (i.e.: Santa Rosa County and City of Pensacola), as well as local law
  enforcement representatives, and any others providing insight into benefiting the region's
  transportation needs.
- Identify projects in support of improved traffic operations objectives, such as intersection improvements, left and right turn lane projects, signalization projects, and access management/median modification improvements.

### 4. Perform support of system of traffic signals:

- Perform/manage preventative and response maintenance, repair, and/or modification of traffic signal field equipment.
- Provide traffic signal equipment, communication equipment, traffic detection upgrades, specialty equipment and tools in support of traffic signal system operation, maintenance, and traffic engineering activities.
- Perform comprehensive testing/verification of all traffic signal equipment/hardware at intersections located on Department facilities.
- Review, analyze, and/or oversee comprehensive testing/verification of traffic signal equipment/hardware conducted at intersections located on Department facilities by others.

Scope of Work for General Tasks and Specific Tasks are below. Tasks developed during the contract will be negotiated on a Task Work Order basis.

### FOR GENERAL TASKS

### Task I: Field Visit

A Professional Engineer shall visit an assigned intersection during any period which a problem was indicated by the work order. The engineer shall make an assessment of the intersection operation, particularly in terms of queue lengths, delays, signal phasing, conflicts or any other operational characteristics. Photos shall be taken if needed to show any specific deficiencies or unusual conditions needing to be repaired or maintained. Additional photographs shall be taken of any geometric, traffic, or traffic control aspects about which the Project Manager should be aware. A brief response email to the Escambia County Manager corroborating an inquiry from a citizen, business owner, or other concerned person. The Consultant shall recommend to the Escambia County Project Manager the need for supplemental work tasks prior to commencing work on such tasks.

### Task 2: Qualitative Assessment

A Professional Engineer shall visit an assigned intersection during the morning and evening peak traffic periods and during any period which a problem was indicated by the work order. The engineer shall make qualitative assessment of intersection operation, particularly in terms of queue lengths, delays, signal phasing, conflicts or any other operational characteristics that should be considered in evaluating the operation of, or need for a traffic signal, at an intersection. Color photographs shall be taken of each approach a minimum of one photograph shall be taken of each approach. More photos shall be taken if needed to show any specific deficiencies or unusual conditions needing to be repaired or maintained. Additional photographs shall be taken of any geometric, traffic, or traffic control aspects about which the Project Manager should be aware. The Consultant shall recommend to the Escambia County Project Manager the need for supplemental work tasks prior to commencing work on such tasks.

### Task 3: 10-Hour Turning Movement Counts (w/Bicycles & Pedestrians)

The Consultant shall collect fifteen-minute turning movement volumes. The data shall be collected for a total of ten hours encompassing the morning, midday, afternoon and other peak periods during which warranting volumes exist and during an off-peak period. Each period shall at a minimum consist of the eight (8) consecutive 15 minute intervals (2 hours). The peak hours may begin on any quarter hour. For example, the afternoon peak hour could be from 4:45 PM until 5:45 PM. The number of pedestrians and commercial vehicles are to be recorded separately.

### Task 4: 24-Hour Approach Traffic Counts (Intersection)

The Consultant shall collect hourly traffic count data on each approach (up to 4 approaches) to the assigned intersection for a minimum period of 24 hours during typical weekday traffic conditions. The Consultant shall furnish a written record of the traffic volumes by time of day. The count data shall be presented in an acceptable tabular form showing 15 minute interval volumes and hourly summaries. Volume counts shall also be presented in a graphical format showing the volume by time of day. Additional 24 hour counts may be authorized for additional approaches by the Project Manager as a supplemental activity to this study.

### Task 5: Field Intersection Inventory (Condition Diagram)

The Consultant shall conduct a field inventory of each intersection under study and prepare a condition diagram on standard FDOT forms contained in the Manual on Uniform Traffic Studies. The condition diagram shall show the intersection geometry and dimensions, including but not limited to, auxiliary turn lane lengths, lane widths and taper lengths. The condition diagram shall show all traffic control devices and other roadway or roadside elements that contribute to the quality of intersection operation, including but not limited to driveways, sidewalks, signs, posted speed limit on each approach, pavement markings, drainage inlets, buildings, utility and signal poles, lighting, and other fixed objects.

# SCOPE OF WORK FOR SPECIFIC and MISCELLANEOUS TASKS

### Task 6 Signal Re-Timing

Each signal re-timing project shall be individually negotiated between the Consultant and the County Project Manager based on number of intersections, length of corridor, availability of coordination and number of requested Time-of-Day signal timing plans. The Consultant will adhere to the following general template

### Subtask 6A Signal Assessment

A qualified engineer shall visit assigned intersections during morning and evening peak traffic periods in order to make qualitative assessments of intersection operation, particularly in terms of queue lengths, delays, conflicts or any other operational characteristics that should be considered in evaluating and developing coordinated traffic signal system timings. Traffic anomalies, significant un-signalized access points and any pertinent existing condition shall be documented and added to the analysis if appropriate. Each location shall be photographed with a digital camera.

### Subtask 6B "Before" System Assessment

The Consultant shall perform a "Before" travel time and speed study utilizing portable Bluetooth detection devices or other approved data collection technology as sanctioned by the County Project Manager and the Department of Transportation. The Consultant shall collect travel time and speed data for a period of seven (7) days. If portable Bluetooth detection devices are utilized, the cost will be based on a per unit cost. This information shall be presented in both tabular and graphical form. The consultant shall submit one (1) paper copy and an electronic submittal of the report.

### Subtask 6C Seven-Day Continuous Traffic Counts

To determine the necessary timing patterns and to identify the peak hours for collecting turning movement counts, the Consultant shall collect seven-day continuous traffic volume counts at assigned stations. A graphical representation of the volumes shall be developed by the Consultant. The graphical chart shall be used by the Consultant to evaluate and plot the time of day pattern changes.

Seven day counts shall be submitted to the County for approval prior to using this data for calculating timing patterns and peak hours. The Consultant shall provide the County copies of the counts in tabular form broken down into direction of travel and hours with 15-minute increments and hourly totals. The counts shall also be submitted graphically. Microsoft Excel shall be used to produce the counts graphically. Counts shall be submitted both electronically and in hard copy. The electronic copy shall be submitted in both Portable Document Format (PDF) and Microsoft Excel formats. A seasonal adjustment factor approved by the County may be required.

### Task 6D Ten-Hour Turning Movement Counts

The Consultant shall perform 10-hour turning movement counts typically on Tuesday, Wednesday or Thursday for each assigned intersection identified in Task 5. Weekend counts may be performed as deemed necessary by the County Project manager to develop weekend timing plans. The Consultant will determine the AM peak and PM peak timings based on the collected 7-Day approach counts. The seven-day continuous count may be utilized to factor and adjust weekday peak hour count data for the development of weekend timing plans.

Counts shall not be taken at an intersection during construction or when a detour route is in place through the intersection. The Consultant shall provide the County copies of the summary forms, both hard copy and electronic copies, for approval prior to the development of the draft timings. Electronic copies shall be provided in PDF format. A seasonal adjustment factor approved by the may be required. Counts shall not be conducted on holidays or during special events.

### Task 6E Data Analysis and Documentation

The Consultant shall analyze the collected data and generate intersection and system timing. The Consultant shall use SYNCHRO / SimTraffic or other approved software to analyze the existing conditions (geometrics, volumes, phasing, timings, etc.) and develop and analyze alternatives for each isolated intersection.

The Synchro run of the existing conditions must be an accurate representation of the existing conditions. SimTraffic shall be used to verify that the Synchro run is an accurate reflection of the existing conditions (ex: SimTraffic queue length should reflect the queue lengths observed in the field). The Consultant will determine the best alternative and the outputs will be presented in a report. The results of the Synchro analysis shall be submitted to the County for review and approval prior to proceeding with timing development. Existing conditions, and the analyzed alternatives, and final intersection Synchro files shall be submitted electronically along with one (1) paper copy.

### Subtask 6F Draft Timing Plan Reports

The Draft timing plan report shall describe the methodology used to develop the patterns, document each of the timing plans including all controller and coordinator settings, and include all input and output parameters and time space diagrams.

### Subtask 6G Final Timing Plans

The final timing plan report shall contain the following:

- Final controller timings database.
- Final coordination timings database.
- Final time clock parameters database.
- Final time space diagrams reflecting the above timings. Bandwidths shall be drawn on the time space diagrams and the intersection names shall be shown.
- Final SYNCHRO runs for each pattern for each section reflecting the final timings.
- Each sections final specific methodology.
- Summary of each intersections phase time and each sections time of day clock operation

### Task 6H System Timing Implementation and Fine Tuning

The Consultant shall provide the approved intersection timings for entry into the controllers, along with the coordination parameters for entry into the coordination units at all locations. The Consultant shall implement timings into control equipment. The Consultant shall fine tune all patterns at the time of the day during the week that the pattern is actually in operation.

### Subtask 61 Fine Tuning

After implementing the timings, the Consultant shall review the time-of-day and day-of week timing pattern data and fine-tune these data as required. Initial field verification shall be conducted within 24 hours of timing plan implementation. The Consultant shall review the operation of the timing plans in the field to verity that the correct cycle lengths, splits, and offsets are being implemented by the system and that no major timing errors are apparent. The second stage shall include a detailed on-street review of the operation of all timing plans at each intersection to determine the locations at which fine-tuning is required due to excessive queues or vehicle delays. Also, the Consultant shall conduct travel time and speed studies using portable Bluetooth detection devices (or other approved technology) and the offsets shall be adjusted as necessary. This process should be repeated until the Consultant has fine-tuned each section to his or her satisfaction. The Consultant shall perform this fine tuning during the time of day and day of week that each timing plan is scheduled to operate.

### Task 6J "After" System Assessment

The Consultant shall perform an After travel time and speed study utilizing portable Bluetooth detection devices or other approved data collection technology as sanctioned by the County Project Manager and the Department of Transportation. The Consultant shall collect travel time and speed data for a period of seven (7) days. If portable Bluetooth detection devices are utilized, the cost will be based on a per unit cost. This information shall be presented in both tabular and graphical form. The consultant shall submit one (1) paper copy and an electronic submittal of the report. "After" System assessment may also include longer term observation and signal timing management negotiated for individual signals or corridors.

Anticipated Hours - To be negotiated for individual task work orders.

### Task 7 Miscellaneous Assignments

The Consultant shall perform several miscellaneous tasks throughout the contract. Some of the tasks include meetings with Escambia County, Santa Rosa County, and City of Pensacola staff to brief and update them on the subject contract. Preparation for the meeting and follow-up will be required. The Consultant shall annually prepare and make a presentation to the local Transportation Planning Organization (TPO) and its advisory committees. Graphics and other miscellaneous items shall be prepared and distributed to the Escambia County Project Manager for his/her approval. Assist with project management, third party review and perform regional representation for the Escambia-Santa Rosa Regional Advanced Traffic Management System Feasibility Study and Implementation Plan.

Attached pre-negotiated rates to be used for this task.

Other Tasks developed during the contract will be negotiated on a Task Work Order basis.

### Exhibit "B"

Not Applicable

Exhibit "C"

County:
County Project Number

Escambia Co. PD 13-14.080

Consultant No.: 14-0343.000

Date: 11/24/2014

Estimator: JH

Staff Classification	Stan Hours	Sala	ary Cost by Task	c	erhead	perating Margin	F	CCM	Expenses	Total
1. Field Visit	12	\$	523.77	\$	845.73	\$ 164.99	\$	1.03	\$ 35.62	\$ 1,571.14
2. Qualitative Assessment	37	\$	1,620.21	<b>\$</b>	2,616.16	\$ 510.37	\$	3.18	\$ 110.17	\$ 4,860.09
3. 10-Hour Turning Movement Counts	*			\$	-	\$ -	\$	•	\$ -	\$ 700.00
4. 24-Hour Approach Traffic Counts (Intersection)	**			\$	•	\$ -	\$	-	\$ -	\$ 500.00
5. Field Intersection Inventory (Cond. Diagram)	23	\$	946.72	\$	1,528.66	\$ 298.22	\$	1.86	\$ 64.38	\$ 2,839.82

^{*} Per intersection with Condition Diagram by DRMP

** per intersection, if needed

**SALARY RELATED COSTS:** 

OVERHEAD: 161.47%
OPERATING MARGIN: 31.5%
FCCM (Facilities Capital Cost Money): 0.196%
EXPENSES: 6.80%

### Exhibit "C" Task 1: ESTIMATE OF WORK EFFORT, COST AND STAFF HOUR DISTRIBUTION PERCENTAGES

Name of Project:

Signalization Consultant Continuing Services

County: Escambia Co.
County Project Numbe PD 13-14.080

Consultant Name DRMP, Inc.

Consultant No.: 14-0343.00C Date: 11/24/2014

Estimator: JH

### **ESTIMATE OF WORK EFFORT AND COST**

Staff Classification	Staff Hours	Project Manager	Chief Engineer	Senior Engineer	Project Engineer	Engineer	Engineer Intern	CADD Tech	Project Admin Inspector	Sr. Project Inspector	Contract Support Specialist	Inspector	Socretary! Clerical	SH By	Salary Cost By	Average Rate Per
		\$44.88	\$67.27	\$54.89	\$46.06	\$37.76	\$29.95	\$31.55	\$40.10	\$33 88	\$31.20	\$23.33	\$17.58	Activity	Activity	Task
1. Field Visc	12	6.7	0.5	0.7	1.8	0.0	0.0	0.0	0.0	1.7	0.0	0.0	0.6	12	\$523.77	\$43.65

Staff Hour Distribution Percentages

Staff Classification	Staff Hours	Project Manager	Chief Engineer	Senior Engineer	Project Engineer	Engineer	Engineer Intom	CADD Tech	Project Admin Inspector	Sr. Project Inspector	Contract Support Specialist	Inspector	Secretary/ Clerical	Total
1. Field Visit	12	56%	4%	6%	15%	0%	0%	0%	0%	14%	0%	0%	5%	100%

## Exhibit "C" Task 1: Field Visit

Estimator: JH

Signalization Consultant Continuing Services PD 13-14.080

Task No.	Taşk	Units	No of Units	Hours/ Unit	Total Hours	Comments
1.0	Field Visit		Γ'			
1a	Desktop review	PI	1	1	1	Obtain historical & current AADT, if available and other info related to the intersection
1b	Assessment of intersection operation	PI	1	1	1	
1c	Assessment of queue lengths	Pl	1	0.5	0.5	
1d	Assessment of delay	PI	1	0.5	0.5	
1e	Assessment of signal phasing	PI	1	0.5	0.5	
1f	Take Photos (if needed)	PI	1	0.5	0.5	
1g	Summerize field visit (email or memo)	LS	1	3	3	
	Task 1. Field	Visit To	echnical	Subtotal	7	
1h	Mobilization	LS	1	2	2	Includes time for travel with 2 people to site
1i	Technical Meetings	LS	0	0	0	Does not include meetings with County, City or FDOT
1j	Quality Assurance/Quality Control	LS	%	10%	1	
1k	Independent Peer Review	LS	%	0%	0	
11	Supervision	LS	%	10%	1	
	Task 1. Field Vis	it Nonte	echnical	Subtotal	4	
1m	Coordination	L\$	%	8%	1	Limited to agency sending request
	1	ľask 1.	Field Vis	it Totals	12	

**Not Anticipated** 

Follow up with others including FDOT, commissioner, business owner, citizen, originator Meetings with FDOT, County, City, politician, etc.

### Exhibit "C" Task 2: ESTIMATE OF WORK EFFORT, COST AND STAFF HOUR DISTRIBUTION PERCENTAGES

Name of Project: County:

Signalization Consultant Continuing Services Escambia Co. PD 13-14.080

County Project Number

Consultant Name: DRMP, Inc. Consultant No.: 14-0343.000

Date: 11/24/2014 Estimator: JH

### ESTIMATE OF WORK EFFORT AND COST

							OI HORKE									
	Total Staff	Project Manager	Chief Engineer	Senior Engin <del>ee</del> r	Project Engineer	Engineer	Engineer Intern	CADD Tech	Project Admin Inspector	Sr. Project Inspector	Contract Support Specialist	Inspector	Secretary/ Clerical	Total Staff	Cost By	
Staff Classification		\$44.88	\$67.27	\$54.89	\$46.06	\$37.76	\$29.95	\$31.55	\$40.10	\$33.86	\$31.20	\$23.33	\$17.58	Hours	Activity	Task
2. Qualitative Assessment	37	18.5	1.5	4.4	4.4	1.9	0.0	0.0	0.0	3.3	0.0	1.5	1.5	37.0	\$1,620.21	\$43.79

Staff Hour Distribution Percentages

Γ	Staff Classification	Total Staff Hours	Project Manager	Chief Engineer	Senior Engineer	Project Engineer	Engineer	Engineer Intern	CADD Tech	Project Admin Inspector	Sr. Project Inspector	Contract Support Specialist	Inspector	Secretary/ Clerical	Total
г	2. Qualitative Assessment	37	50%	4%	12%	12%	5%	0%	0%	0%	9%	0%	4%	4%	100%

### Exhibit "C"

### **Task 2: Qualitative Assessment**

Estimator: JH

Signalization Consultant Continuing Services PD 13-14.080

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
2.0	Qualitative Assessment					
2a	Desktop review	PI	1	2	2	Obtain historical & current AADT and crash data, if available
2b	Assessment of intersection operation	PI	2	1	2	AM & PM Peak
2c	Assessment of queue lengths	PI	2	0.5	1	AM & PM Peak
2d	Assessment of delay	PI	2	0.5	1	AM & PM Peak
2e	Assessment of signal phasing	PI	2	0.5	1	AM & PM Peak
2f	Take Photos	PI	2	0.5	1	AM & PM Peak
<b>2</b> g	Develop Recommendation & Memo	PI	1	12	12	
	Task 2. Qualitative Assess	ment Te	chnical	Subtotal	20	
2h	Mobilization	LS	2	2	4	Includes time for travel with 2 people to site
<b>2</b> j	Technical Meetings	LS	2	3	6	Includes 2 meetings with 2 people to discuss intersection issues + travel
2k	Quality Assurance/Quality Control	LS	%	10%	2	
21	Independent Peer Review	LS	%	0%	0	
2n	Supervision	LS	%	10%	2	
	Task 2. Qualitative Assessmen	nt Nonte	chnical	Subtotal	14	
20	Coordination	LS	%	8%	3	With Agency and FDOT
	Tasks 2. Qualita	ative As	sessme	nt Totals	37	

Not Anticipated		
		_

# 

Name of Project: County: County Project Number

Signalization Consultant Continuing Services Escambia Co. PD 13-14.080

Consultant Name: DRMP, Inc.
Consultant No: 14-0343 000
Date: 11/24/2014
Estimator: JH

# ESTIMATE OF WORK EFFORT AND COST

	Total Staff	Project Manager	Chief Engineer	Senior Engineer	Project Engineer	Engineer	Engineer Intern	CADD Tech	Project Admin Inspector	Sr. Project Inspector	Support Specialist	Inspector	Socretary/ Clerical		$\overline{}$	Average Rate Por
Staff Classification		\$44.88	\$67.27	\$54.89	\$46.06	\$37.76	\$29.95	\$31.55	\$40.10	\$33.88	\$31.20	\$23.33	\$17.58	Hours	Activity	Task
5. Field Intersection Inventory (Cond. Diagram)	23	8.5	0.0	1.4	3.8	1.4	1.4	2.3	3.0	0.0	0.0	0.0	1.2	23	\$946.72	\$40.98

# Staff Hour Distribution Percentages

	Total Could	Omina		Continu	- desired		Ganiana		Descript Admin	O- Daniani	Contract		Canadani	
		Logoci	Chief Engineer	Senior	Japlan	Conject	Engineer	The Tarest	Project Admin	or. Project	Commons	- Constant	Secretary.	100
A Charles of the second	Hours	Manager		Engineer	Engineer		Eate		Inspector	nspector			Charical	3
STAIN CHASSINGBROOM											Specialist			
Inventory (Cond. Diagram)	23	37%	%0	959	17%	969	969	10%	13%	%0	%0	%0	2%	100%

Exhibit "C"

<u>Task 5: Field Intersection Inventory (Condition Diagram)</u>

Estimator: JH

Signalization Consultant Continuing Services
PD 13-14.080

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
5.0	Field Intersection Inventory (Condition Diagram)					
5a	Desktop review	PI	1	2	2	
5b	Obtain field measurements	PI	1	4	4	
5c	Inventory existing signs	PI	1	2	2	
5d	Take Photos	PI	1	1	1	
5e	Draft Condition Diagram	PI	1	6	6	
	Task 5. Field Intersection Inventory (Condition	n Diagran	n) Technic	al Subtotal	15	
5f	Mobilization	LS	1	2	2	Includes travel time with 2 people to site
5g	Technical Meetings	LS	1	0	0	Does not include meetings with County, City or FDOT
5h	Quality Assurance/Quality Control	LS	1	10%	2	
5i	Independent Peer Review	LS	1	0%	0	
5j	Supervision	LS	1	10%	2	
Ta	ask 5. Field Intersection Inventory (Condition Di	agram) N	ontechnic	al Subtotal	6	
5k	Coordination	LS	%	8%	2	
	Task 5. Field Intersection Invento	ry (Condi	ition Diag	ram) Totals	23	

Not Anticipated		



# BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-7938 County Administrator's Report 12. 29.
BCC Regular Meeting Budget & Finance Consent

Meeting Date: 04/09/2015

**Issue:** Miscellaneous Drainage and Paving Projects **From:** Joy D. Blackmon, P.E., Department Director

Organization: Public Works

**CAO Approval:** 

### **RECOMMENDATION:**

Recommendation Concerning Amending the Board's Action of September 25, 2014,
Approving the Issuance of Blanket and/or Individual Purchase Orders in Excess of
\$50,000 - "Miscellaneous Drainage/Paving Projects" for the Public Works Department Joy D. Blackmon, P.E., Public Works Department Director

That the Board amend its action of September 25, 2014, approving the issuance of blanket and/or individual Purchase Orders in excess of \$50,000, for Fiscal Year 2014-2015 on CAR II "Budget/Finance," #36, Item #17 "Miscellaneous Drainage/Paving Projects," for the Public Works Department 2014-2015, to add the following Vendors and increase the yearly allotment from \$500,000 to \$1,500,000":

Warrington Utility and Excavation, Inc. (Vendor #420622)
Allsouth Construction (Vendor #420550)
Gulf Marine Construction (Vendor #072896)
Brown Construction Company (Vendor #026101)
Green Energy (Vendor Number Being Set Up)
B&W Utilities (Vendor Number Being Set Up)
SBP, Inc. (Vendor #190026)
Biles Construction (Vendor Number Being Set Up)

[Funding Source: Fund 175, Transportation Trust Fund, Cost Center 211201/211602/211101; Fund 182-199, Master Drainage Basin Funds, Cost Centers 210719-210736; Fund 352, Local Option Sales Tax III, Cost Center 210107/350229; Fund 112, Disaster Recovery Fund, Cost Centers 330490-330495]

### **BACKGROUND:**

Meeting in regular session on September 25, 2014, the Board approved issuance of purchase orders to J. Miller Construction, Perdido Grading and Paving, Chavers Construction, and Green Procedures for a not-to-exceed amount of \$500,000 for FY 2014-2015. The Public Works Department requests that additional small local business vendors be added to this request so that we can continue procuring contracts for construction projects under \$50,000 until reaching a threshold of \$1.5M for this fiscal year. This efficient procurement process for small construction contracts has been instrumental for the Public Works Department to procure 51 construction contracts identified for Federal Emergency Management Agency (FEMA) reimbursement.

The Department will continue with its current procedure of requesting three quotes for each project as required by the "Code of Ordinances of Escambia County, Florida, Chapter 46, Finance, Article II, Purchase and Contracts" for these small construction projects. Upon receipt of the quotes, we select the lowest quote and send all responses and supporting documentation to the Office of Purchasing for purchase order processing.

The Department is continuing to use Contract PD 10-11.065 "Drainage and Paving Pricing Agreement" for projects over \$50,000 and under \$350,000. When Pricing Agreement vendors are not interested in accepting a project, the Department has been and will continue to proceed with a formal bid.

### **BUDGETARY IMPACT:**

Funds are available as follows: Fund 175, "Transportation Trust Fund" Cost Center 211201/211602/211101; Fund 182-199, "Master Drainage Basin Funds" Cost Centers 210719-210736; Fund 352, "Local Option Sales Tax III", Cost Center 210107/350229; Fund 112, "Disaster Recovery Fund", Cost Centers 330490-330495.

### **LEGAL CONSIDERATIONS/SIGN-OFF:**

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.

### **PERSONNEL:**

N/A

### POLICY/REQUIREMENT FOR BOARD ACTION:

The Purchasing Ordinance specifies that any purchases over \$50,000 require Board approval.

### IMPLEMENTATION/COORDINATION:

N/A

### **Attachments**

Backup POs over \$50K Under \$50K POs

### COUNTY ADMINISTRATOR'S REPORT - Continued

- II. <u>BUDGET/FINANCE CONSENT AGENDA</u> Continued
- 36. Recommendation: That the Board approve the issuance of blanket and/or individual Purchase Orders in excess of \$50,000, for the Fiscal Year 2014-2015, based upon previously awarded Contracts, Contractual Agreements, or annual requirements, as follows, for the Public Works Department; the issuance of these Purchase Orders during the first week of October 2014 is necessary to ensure continuity of services traditionally provided by the Board of County Commissioners to the citizens of Escambia County:

### **Engineering (includes Traffic and Transportation Operations Division)**

	Contractor	Amount	Contract #	Vendor #
1.	Alabama Gulf Coast Railway Sign Maintenance for Railroad Crossings Fund 175, Account 211201	\$300,000	n/a	11211
2.	CSX Transportation Sign Maintenance for Railroad Crossings Fund 175, Account 211201	\$300,000	n/a	030050
3.	Ingram Signalization Signal Maintenance Fund 175, Cost Center 211201/211602/ 211101 Funds 182-199, Cost Centers 210719- 210736 Fund 352, Cost Center 210107 Fund 112, "Disaster Recovery Fund"	\$1,000,000	PD 12-13.049	070606
4.	Blue Arbor Temporary Contract Services Fund 352, Cost Center 210107/350229 Fund 116, Cost Center 211902 Fund 175, Cost Center 211201 Fund 112, "Disaster Recovery Fund"	\$500,000	PD 11-12.035	023818

(Continued on Page 45)

### **COUNTY ADMINISTRATOR'S REPORT** – Continued

### II. <u>BUDGET/FINANCE CONSENT AGENDA</u> – Continued

### 36. Continued...

### **Engineering (includes Traffic and Transportation Operations Division) – Continued**

	Contractor	Amount	Contract #	Vendor #
5.	General Drainage and Paving Agreement Paving and Drainage Projects Fund 352, Cost Center 210107/350229 Fund 181, Cost Center 210719-210736 Fund 112, "Disaster Recovery Fund" a. Panhandle Grading and Paving, Inc. b. Roads, Inc. of NWF c. APAC d. Utility Services, Inc. e. Gulf Atlantic f. Heaton Brothers	\$4,000,000 \$4,000,000 \$1,000,000 \$1,000,000 \$1,000,000	PD 10-11.065	160114 182328 13641 211593 843895 081314
6.	Gulf Coast Traffic Engineers Pavement Markings Fund 175, Cost Center 211201/211602/ 211101 Funds 182-199, Cost Centers 210719- 210736 Fund 352, Cost Center 210107 Fund 112, "Disaster Recovery Fund"	\$1,000,000	PD 13-14.084	072898
7.	Gulf Coast Traffic Engineers Signs Fund 175, Cost Center 211201/211602/ 211101 Funds 182-199, Cost Centers 210719- 210736 Fund 352, Cost Center 210107 Fund 112, "Disaster Recovery Fund"	\$500,000	PD 13-14.085	072898

(Continued on Page 46)

### **COUNTY ADMINISTRATOR'S REPORT** – Continued

### II. <u>BUDGET/FINANCE CONSENT AGENDA</u> – Continued

### 36. Continued...

### **Engineering (includes Traffic and Transportation Operations Division) – Continued**

	Contractor	Amount	Contract #	Vendor #
8.	Award Purchase Orders in excess of \$50,000 to the following vendors for Bridge Renovations: Fund 175, Cost Center 211201/211602/211101 Funds 182-199, Cost Centers 210719-210736 Fund 352, Cost Center 210107 Fund 112, "Disaster Recovery Fund" a. Material Vendors:     American Concrete Supply     Ferguson Enterprises, Inc.     Martin Marietta Materials     USA Ready Mix dba Block USA     Bell Steel Co., Inc.     Southeastern Pipe and Precast, Inc.     Oldcastle Precast, Inc.     Midway Lumber     A-1 Lumber     Gulf Coast Traffic Engineers     Coast Line Striping b. Continuing Professional Services -     Bridge Work; Construction     Contractors:			11899 60880 131502 23799 22699 193791 150129 New Vendor New Vendor 072898 033766
	DKE Marine Davis Marine Gulf Coast Construction Infrastructure Specialty Services			040206 040386 New Vendor New Vendor

(Continued on Page 47)

### **COUNTY ADMINISTRATOR'S REPORT** – Continued

### II. <u>BUDGET/FINANCE CONSENT AGENDA</u> – Continued

### 36. Continued...

### **Engineering (includes Traffic and Transportation Operations Division) – Continued**

	Contractor	Amount	Contract #	Vendor #
8.	c. Continuing Professional Services -			
	Bridge Work, Engineers:			
	Thompson Engineering, Inc.			201604
	DRMP, Inc.			042846
	Jerry W. McGuire & Associates			131968
	Hatch Mott MacDonald FL			081206
	Volkert, Inc.			220584
	American Consulting Engineers			012081
	Sigma Consulting Group			192991
	d. Bridge Program Technical Consulting:			
	Hatch Mott McDonald, LLC			081206

(Continued on Page 48)

### **COUNTY ADMINISTRATOR'S REPORT** – Continued

### II. <u>BUDGET/FINANCE CONSENT AGENDA</u> – Continued

### 36. Continued...

### Engineering (includes Traffic and Transportation Operations Division) - Continued

	Contractor	Amount	Contract #	Vendor #
9.	Real Estate Services Accu Title Agency Advance Title and Escrow Attorney's Title Insurance Fund Inc Attorney's Title Funds Service LLC Chicago Title Insurance Co Citizens Title Group Destination Title Services Emerald Coast Title Escarosa Land Research Esquire Title Research First American Title Insurance Co Gulf Coast Title Agency Jubilee Title & Escrow Old Town Title of Pensacola Partnership Title Co Reliable Land Title Corp Resort and Luxury Title Company Southern Gauranty Title Co Surety Land Title of Florida Ticor Title Insurance Title Solutions Westcor Land Title Insurance Co	\$100,000	n/a	New New 014616 041613 032916 New 040923 New 050874 051913 TO024443 072785 New 150166 160307 181837 182017 196304 New New New
	Property Appraisals Brantley and Associates Asmar Appraisal Company G. Daniel Green and Associates+B136 Presley/McKinney & Associates Amy Denise Richardson	\$100,000	n/a	410028 014139 025977 164987 New

(Continued on Page 49)

### **COUNTY ADMINISTRATOR'S REPORT** – Continued

### II. <u>BUDGET/FINANCE CONSENT AGENDA</u> – Continued

### 36. Continued...

### Engineering (includes Traffic and Transportation Operations Division) – Continued

	Contractor	Amount	Contract #	Vendor #
10.	Roads, Inc. of NWF OGCM Roads Hot In Place Resurfacing Fund 175, Cost Center 211201/211602/ 211101 Fund 182-199, Cost Centers 210719- 210736 Fund 352, Cost Center 210107	\$775,000	PD 13-14.006	183238
11.	Vendor to be determined (based on quotes) Bus Shelters Concrete Work Fund 175, Cost Center 211201/211602/ 211101 Funds 182-199, Cost Centers 210719- 210736 Fund 352, Cost Center 210107 NOTE: Purchase Orders (PO) are issued for \$30,000-40,000 increments; each PO will require 4 quotes from vendors (small contractors/DBE vendors)	\$150,000	n/a	
12.	Traffic Calming Devices Fund 175, Cost Center 211201/211602/ 211101 Fund 182-199, Cost Centers 210719- 210736 Fund 352, Cost Center 210107			

(Continued on Page 50)

### **COUNTY ADMINISTRATOR'S REPORT** – Continued

### I. <u>BUDGET/FINANCE CONSENT AGENDA</u> – Continued

### 36. Continued...

### **Engineering (includes Traffic and Transportation Operations Division) – Continued**

	Contractor	Amount	Contract #	Vendor #
13.	Cutler Repaving, Inc. Hot In Place Resurfacing Fund 175, Cost Center 211201/211602/ 211101 Fund 182-199, Cost Centers 210719- 210736 Fund 352, Cost Center 210107	\$750,000	n/a	035849
14.	First Transit Transit Management Agreement Fund 104, Cost Centers 320401 and 350404	\$500,000	n/a	
15.	Ingram Signalization Street and Navigational Lights Fund 175, Cost Center 211201/211602/ 211101 Fund 182-199, Cost Centers 210719- 210736 Fund 352, Cost Center 210107 Fund 167, Cost Center 140302	\$750,000	PD 12-13.048	070606

(Continued on Page 51)

# **COUNTY ADMINISTRATOR'S REPORT** – Continued

# II. <u>BUDGET/FINANCE CONSENT AGENDA</u> – Continued

#### 36. Continued...

# **Engineering (includes Traffic and Transportation Operations Division) – Continued**

	Contractor	Amount	Contract #	Vendor #
16.	Vendor to be determined (based on quotes) Bus Shelters Amenities Fund 175, Cost Center 211201/211602/211101 Funds 182-199, Cost Centers 210719-210736 Fund 352, Cost Center 210107 NOTE: Purchase Orders are issued for \$30,000-40,000 increments; each PO will require 3 quotes from vendors (small contractors/DBE vendors)	\$250,000	n/a	
17.	J. Miller Construction Perdido Grading and Paving Chavers Construction Green Procedures Miscellaneous Drainage/Paving Projects Fund 175, Cost Center 211201/211602/ 211101 Funds 182-199, Cost Centers 210719- 210736 Fund 352, Cost Center 210107 Fund 112, "Disaster Recovery Fund"	\$500,000	n/a	133404 163396 032335 072184

(Continued on Page 52)

# **COUNTY ADMINISTRATOR'S REPORT** – Continued

# II. <u>BUDGET/FINANCE CONSENT AGENDA</u> – Continued

#### 36. Continued...

# **Road Department and Fleet Maintenance/Fuel Distribution**

	Contractor	Amount	Contract #	Vendor #
18.	Mid South Paving Road Construction Materials Fund 175, Cost Center 210402 (Road Maintenance)	\$150,000		133305
19.	Ferguson Enterprises, Inc. a/k/a Ferguson Mill Supply Polyethylene Pipe Fund 175, Cost Center 210402 (Road Maintenance)	\$150,000		060880
20.	American Concrete Supply, Inc. Concrete Fund 175, Cost Center 210402 (Road Maintenance)	\$200,000		011899
21.	Vulcan Signs Sign Maintenance Fund 175, Cost Center 210404 (Sign Maintenance)	\$150,000		220810
22.	A-1 Small Engines Steadham Enterprises Small Engine Parts Fund 175, Cost Center 210405 (Fleet Maintenance)	\$110,000	760-000-10-1 State Contract	010105
23.	Automotive Truck & Industrial Parts ATI- NAPA Light & Heavy Equipment Parts/Supplies Fund 175, Cost Center 210405 (Fleet Maintenance)	\$100,000		015006

(Continued on Page 53)

# $\underline{\text{COUNTY ADMINISTRATOR'S REPORT}} - \text{Continued}$

# II. <u>BUDGET/FINANCE CONSENT AGENDA</u> – Continued

#### 36. Continued...

# Road Department and Fleet Maintenance/Fuel Distribution - Continued

	Contractor	Amount	Contract #	Vendor #
24.	Beard Equipment Company Heavy Equipment Parts Fund 175, Cost Center 210405 (Fleet Maintenance)	\$100,000		022300
25.	Tractor & Equipment Co., Inc. Heavy Equipment Parts Fund 175, Cost Center 210405 (Fleet Maintenance)	\$100,000		202301
26.	Thompson Tractor Co., Inc. Heavy Equipment Parts (CAT) Fund 175, Cost Center 210405 (Fleet Maintenance)	\$100,000		201639
27.	Howell's Truck & Giant Tire Svc, Inc. Light and Heavy Equipment Tires Fund 175, Cost Center 210405 (Fleet Maintenance)	\$150,000	863-000-10-1 BCC approved State Contract	410406
28.	Cougar Oil, Inc., d/b/a Southern Energy Company, Inc. Gasoline and Diesel Fuel Fund 501, Cost Center 210407 (Fuel Distribution)	\$6,500,000	PD 13-14.083	034871
29.	R. K. Allen Oil/grease and lubricant Fund 175, Cost Center 210402 (Road Maintenance)	\$100,000	PD 13-14.083	011470

(Continued on Page 54)

# **COUNTY ADMINISTRATOR'S REPORT** – Continued

# II. <u>BUDGET/FINANCE CONSENT AGENDA</u> – Continued

#### 36. Continued...

# Road Department and Fleet Maintenance/Fuel Distribution - Continued

	Contractor	Amount	Contract #	Vendor #
30.	Panhandle Grading and Paving Road Construction Material Fund 175, Cost Center 210402 (Road Maintenance)	\$150,000		160114
31.	American Concrete Supply, Inc. Concrete Fund 175, Cost Center 210402 (Road Maintenance)	\$200,000		11899
32.	Arcadia Culvert Metal Pipe Fund 175, Cost Center 210402 (Road Maintenance)	\$100,000		013789
33.	Roads, Inc. of NWF Asphalt Fund 175, Cost Center 210402 (Road Maintenance)	\$200,000		182328
34.	Woerner Landscape Source, Inc. Sod Fund 175, Cost Center 210402 (Road Maintenance)	\$100,000		233840
35.	Suncoast Infrastructure, Inc. Cured-in-place Pipe Lining Services Fund 175, Cost Center 210402 (Road Maintenance)	\$150,000		159854

#### **Approved 5-0**



# BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

10. 36. **County Administrator's Report** AI-6805 **Budget & Finance Consent BCC Regular Meeting** 

Meeting Date:

09/25/2014

Issue:

Approval to Issue Fiscal Year 2014-2015 Purchase Orders in Excess

of \$50,000

From:

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

Organization: Public Works

CAO Approval:

#### **RECOMMENDATION:**

Recommendation Concerning the Issuance of Fiscal Year 2014-2015 Purchase Orders in Excess of \$50,000 for the Public Works Department - Joy D. Blackmon, P.E., Public Works Department Director

That the Board approve the issuance of blanket and/or individual Purchase Orders in excess of \$50,000, for the Fiscal Year 2014-2015, based upon previously awarded Contracts, Contractual Agreements, or annual requirements, as provided, for the Public Works Department.

The issuance of these Purchase Orders during the first week of October 2014 is necessary to ensure continuity of services traditionally provided by the Board of County Commissioners to the citizens of Escambia County.

#### **BACKGROUND:**

The Public Works Department has purchase orders that may exceed \$50,000 over the course of a fiscal year.

The issuance of these purchase orders during the first week of October 2014 is necessary to ensure continuity of services traditionally provided by the Board of County Commissioners to the citizens of Escambia County.

#### **BUDGETARY IMPACT:**

Funding for the afore-mentioned Purchase Orders is available in various accounts and divisions.

#### **LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

#### **PERSONNEL:**

N/A

# POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Code of Ordinances of Escambia County, Florida, 1999, Chapter 46, Finance, Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION: N/A	
POs in Excess of \$50K	Attachments

2014-001006 BCC Sep. 25, 2014 Page 3 Revised Backup

CAR II-36

09-25-2014 BCC
B.C.C. Meeting 09/25/2014
PUBLIC WORKS DEPARTMENT
PURCHASE ORDERS \$50,000 AND OVER — FISCAL YEAR 2014-2015

# Engineering (includes Traffic and Transportation Operations Division)

	Contractor	<u>Amount</u>	Contract #	<u>Vendor #</u>
1.	Alabama Gulf Coast Railway Sign Maintenance for Railroad Crossings Fund 175, Account 211201	\$300,000	n/a	11211
2.	CSX Transportation Sign Maintenance for Railroad Crossings Fund 175, Account 211201	\$300,000	n/a	030050
3.	Ingram Signalization Signal Maintenance Fund 175, Cost Center 211201/211602/211101 Funds 182-199, Cost Centers 210719-210736 Fund 352, Cost Center 210107 Fund 112 "Disaster Recovery Fund"	\$1,000,000	PD 12-13.049	070606
4.	Blue Arbor Temporary Contract Services Fund 352, Cost Center 210107/350229 Fund 116, Cost Center 211902 Fund 175, Cost Center 211201 Fund 112 "Disaster Recovery Fund"	\$500,000	PD 11-12.035	023818
5.	General Drainage and Paving Agreement Paving and Drainage Projects Fund 352, Cost Center 210107/350229 Fund 181, Cost Center 210719-210736 Fund 112 "Disaster Recovery Fund" a. Panhandle Grading and Paving, Inc. b. Roads, Inc. of NWF c. APAC d. Utility Services, Inc. e. Gulf Atlantic f. Heaton Brothers	\$4,000,000 \$4,000,000 \$1,000,000 \$1,000,000 \$1,000,000	PD 10-11.065	160114 182328 13641 211593 843895 081314
6.	Gulf Coast Traffic Engineers Pavement Markings Fund 175, Cost Center 211201/211602/211101 Funds 182-199, Cost Centers 210719-210736 Fund 352, Cost Center 210107 Fund 112 "Disaster Recovery Fund"	\$1,000,000	PD 13-14.084	072898
7.	Gulf Coast Traffic Engineers Signs Fund 175, Cost Center 211201/211602/211101 Funds 182-199, Cost Centers 210719-210736 Fund 352, Cost Center 210107 Fund 112 "Disaster Recovery Fund"	\$500,000	PD 13-14.085	072898

Engineering (includes Traffic and Transportation Operations Division)

Revised Backup CAR II-36 09-25-2014 BCC

# B.C.C. Meeting 09/25/2014 PUBLIC WORKS DEPARTMENT PURCHASE ORDERS \$50,000 AND OVER – FISCAL YEAR 2014-2015

	<u>Contractor</u>	Amount	Contract #	Vendor#
8.	Award Purchase Orders in excess of \$50K to the following vendors for Fund 175, Cost Center 211201/211602/211101 Funds 182-199, Cost Centers 210719-210736 Fund 352, Cost Center 210107 Fund 112 "Disaster Recovery Fund"	or Bridge Re	novations:	
	a. <u>Material Vendors</u> :			
	American Concrete Supply Ferguson Enterprises, Inc. Martin Marietta Materials USA Ready Mix dba Block USA Bell Steel Co., Inc. Southeastern Pipe and Precast, Inc. Oldcastle Precast, Inc. Midway Lumber A-1 Lumber Gulf Coast Traffic Engineers Coast Line Striping			11899 60880 131502 23799 22699 193791 150129 New Vendor New Vendor 072898 033766
	b. Continuing Professional Services - Bridge Work; Construction Cont	tractors:		
	DKE Marine Davis Marine Gulf Coast Construction Infrastructure Speciality Services			040206 040386 New Vendor New Vendor
	c. Continuing Professional Services - Bridge Work, Engineers:			
	Thompson Engineering, Inc. DRMP, Inc. Jerry W. McGuire & Associates Hatch Mott MacDonald FL Volkert, Inc. American Consulting Engineers Sigma Consulting Group			201604 042846 131968 081206 220584 012081 192991
	d. Bridge Program Technical Consulting			
	Hatch Mott McDonald, LLC			081206

Revised Backup CAR II-36 09-25-2014 BCC

# B.C.C. Meeting 09/25/2014 PUBLIC WORKS DEPARTMENT PURCHASE ORDERS \$50,000 AND OVER – FISCAL YEAR 2014-2015

# **Engineering (includes Traffic and Transportation Operations Division)**

	<u>Contractor</u>	<u>Amount</u>	Contract #	<u>Vendor #</u>
9.	Real Estate Services Accu Title Agency Advance Title and Escrow Attorney's Title Insurance Fund Inc Attorney's Title Funds Service LLC Chicago Title Insurance Co Citizens Title Group Destination Title Services Emeral Coast Title Escarosa Land Research Esquire Title Research First American Title Insurance Co Gulf Coast Title Agency Jubilee Title & Escrow Old Town Title of Pensacola Partnership Title Co Reliable Land Title Corp Resort and Luxury Title Company Southern Gauranty Title Co Surety Land Title of Florida Ticor Title Insurance Title Solutions Westcor Land Title Insurance Co	\$100,000	n/a	New New 014616 041613 032916 New 040923 New 050874 051913 TO024443 072785 New 150166 160307 181837 182017 196304 New New New
	Property Appraisals Brantley and Associates Asmar Appraisal Company G. Daniel Green and Associates+B136 Presley/McKinney & Associates Amy Denise Richardson	\$100,000	n/a	410028 014139 025977 164987 New
10	Roads, Inc. of NWF OGCM Roads Hot In Place Resurfacing Fund 175, Cost Center 211201/211602/211101 Fund 182-199, Cost Centers 210719-210736 Fund 352, Cost Center 210107	\$775,000	PD 13-14.006	183238
11	Alfred Watson Construction Vendor to be Determined (based on quotes) Bus Shelters Concrete Work Fund 175, Cost Center 211201/211602/211101 Funds 182-199, Cost Centers 210719-210736 Fund 352, Cost Center 210107 NOTE: Purchase Orders are issued for \$30-40K increments Each PO will require 4 quotes from vendors (small contractors/DBE vendors)	\$250,000 \$150,000	n/a	<del>011322</del>

<u>Contractor</u> <u>Amount Contract # Vendor #</u>

Revised Backup CAR II-36 09-25-2014 BCC

# B.C.C. Meeting 09/25/2014 PUBLIC WORKS DEPARTMENT PURCHASE ORDERS \$50,000 AND OVER – FISCAL YEAR 2014-2015

# **Engineering (includes Traffic and Transportation Operations Division)**

12. Traffic Calming Devices Fund 175, Cost Center 211201/211602/211101 Fund 182-199, Cost Centers 210719-210736 Fund 352, Cost Center 210107		,	
13. Cutler Repaving, Inc. Hot In Place Resurfacing Fund 175, Cost Center 211201/211602/211101 Fund 182-199, Cost Centers 210719-210736 Fund 352, Cost Center 210107	\$750,000	n/a	035849
14. First Transit Transit Management Agreement Fund 104, Cost Centers 320401 and 350404	\$500,000	n/a	
15. Ingram Signalization Street and Navigational Lights Fund 175, Cost Center 211201/211602/211101 Fund 182-199, Cost Centers 210719-210736 Fund 352, Cost Center 210107 Fund 167, Cost Center 140302	\$750,000	PD 12-13.048	070606
16. Alernative Power Systems  Vendor to be Determined (based on quotes)  Bus Shelters Ammenities  Fund 175, Cost Center 211201/211602/211101  Funds 182-199, Cost Centers 210719-210736  Fund 352, Cost Center 210107  NOTE: Purchase Orders are issued for \$30-40K increments  Each PO will require 3 quotes from vendors (small contractors/  DBE vendors)	\$250,000 -	n/a	<del>011624</del>
17. J. Miller Construction Perdido Grading and Paving Chavers Construction Green Procedures Miscellaneous Drainage/Paving Projects Fund 175, Cost Center 211201/211602/211101 Funds 182-199, Cost Centers 210719-210736 Fund 352, Cost Center 210107 Fund 112 "Disaster Recovery Fund"	\$500,000	n/a	133404 163396 032335 072184

Revised Backup CAR II-36 09-25-2014 BCC

# B.C.C. Meeting 09/25/2014 PUBLIC WORKS DEPARTMENT PURCHASE ORDERS \$50,000 AND OVER — FISCAL YEAR 2014-2015

	Contractor	<u>Amount</u>	Contract #	<u>Vendor #</u>
	Road Department & Fleet Maintenance/Fuel Distribut	ion		
18.	Mid South Paving Road Construction Materials Fund 175, Cost Center 210402 (Road Maintenance)	\$150,000		Vendor No. 133305
	Ferguson Enterprises, Inc. a/k/a Ferguson Mill Supply Polyethylene Pipe Fund 175, Cost Center 210402 (Road Maintenance)	\$150,000		Vendor No. 060880
20.	American Concrete Supply, Inc. Concrete Fund 175, Cost Center 210402 (Road Maintenance)	\$200,000		Vendor No. 011899
21.	Vulcan Signs Sign Maintenance Fund 175, Cost Center 210404 (Sign Maintenance)	\$150,000		Vendor No. 220810
22.	A-1 Small Engines Steadham Enterprises Small Engine Parts Fund 175, Cost Center 210405 (Fleet Maintenance)	\$110,000	760-000-10-1 State Contract	Vendor No. 010105
23.	Automotive Truck & Industrial Parts ATI-NAPA Light & Heavy Equipment Parts/Supplies Fund 175, Cost Center 210405 (Fleet Maintenance)	\$100,000		Vendor No. 015006
24.	Beard Equipment Company Heavy Equipment Parts Fund 175, Cost Center 210405 (Fleet Maintenance)	\$100,000		Vendor No. 022300
25	Tractor & Equipment Co., Inc. Heavy Equipment Parts Fund 175, Cost Center 210405 (Fleet Maintenance)	\$100,000		Vendor No. 202301
26	Thompson Tractor Co., Inc. Heavy Equipment Parts (CAT) Fund 175, Cost Center 210405 (Fleet Maintenance)	\$100,000		Vendor No. 201639
27	Howell's Truck & Giant Tire Svc, Inc. Light and Heavy Equipment Tires Fund 175, Cost Center 210405 (Fleet Maintenance)	\$150,000	863-000-10-1 BCC Approved State Contract	Vendor No. 410406

Revised Backup CAR II-36 09-25-2014 BCC

# B.C.C. Meeting 09/25/2014 PUBLIC WORKS DEPARTMENT PURCHASE ORDERS \$50,000 AND OVER — FISCAL YEAR 2014-2015

# Road Department & Fleet Maintenance/Fuel Distribution

	<u>Contractor</u>	<u>Amount</u>	Contract #	<u>Vendor #</u>
27.	Cougar Oil, Inc., DBA Southern Energy Company, Inc. Gasoline and Diesel Fuel Fund 501, Cost Center 210407 (Fuel Distribution)	\$6,500,000	PD 13-14.083	Vendor No. 034871
28.	R. K. Allen Oil/grease and lubricant Fund 175, Cost Center 210402 (Road Maintenance)	\$100,000	PD 13-14.083	Vendor No. 011470
29.	Panhandle Grading and Paving Road Construction Material Fund 175, Cost Center 210402 (Road Maintenance)	\$150,000		Vendor No. 160114
31.	American Concrete Supply, Inc. Concrete Fund 175, Cost Center 210402 (Road Maintenance)	\$200,000		Vendor No. 11899
32.	Arcadia Culvert Metal Pipe Fund 175, Cost Center 210402 (Road Maintenance)	\$100,000		Vendor No. 013789
33.	Roads, Inc. of NWF Asphalt Fund 175, Cost Center 210402 (Road Maintenance)	\$200,000		Vendor No. 182328
34.	Woerner Landscape Source Inc. Sod Fund 175, Cost Center 210402 (Road Maintenance)	\$100,000		Vendor No. 233840
	Suncoast Infrastructure, Inc. Cured-in-place Pipe Lining Services Fund 175, Cost Center 210402 (Road Maintenance)	\$150,000		Vendor No. 159854

Engineering (includes Traffic and Transportation Operations Division)

	3 3 1	-		
	<u>Contractor</u>	<u>Amount</u>	Contract #	Vendor#
1.	Alabama Gulf Coast Railway Sign Maintenance for Railroad Crossings Fund 175, Account 211201	\$300,000	n/a	11211
2.	CSX Transportation Sign Maintenance for Railroad Crossings Fund 175, Account 211201	\$300,000	n/a	030050
3.	Ingram Signalization Signal Maintenance Fund 175, Cost Center 211201/211602/211101 Funds 182-199, Cost Centers 210719-210736 Fund 352, Cost Center 210107 Fund 112 "Disaster Recovery Fund"	\$1,000,000	PD 12-13.049	070606
4.	Blue Arbor Temporary Contract Services Fund 352, Cost Center 210107/350229 Fund 116, Cost Center 211902 Fund 175, Cost Center 211201 Fund 112 "Disaster Recovery Fund"	\$500,000	PD 11-12.035	023818
5.	General Drainage and Paving Agreement Paving and Drainage Projects Fund 352, Cost Center 210107/350229 Fund 181, Cost Center 210719-210736 Fund 112 "Disaster Recovery Fund" a. Panhandle Grading and Paving, Inc.	\$4,000,000	PD 10-11.065	160114
	<ul><li>b. Roads, Inc. of NWF</li><li>c. APAC</li><li>d. Utility Services, Inc.</li><li>e. Gulf Atlantic</li><li>f. Heaton Brothers</li></ul>	\$4,000,000 \$1,000,000 \$1,000,000 \$1,000,000 \$1,000,000		182328 13641 211593 843895 081314
6.	Gulf Coast Traffic Engineers Pavement Markings Fund 175, Cost Center 211201/211602/211101 Funds 182-199, Cost Centers 210719-210736 Fund 352, Cost Center 210107 Fund 112 "Disaster Recovery Fund"	\$1,000,000	PD 13-14.084	072898
7.	Gulf Coast Traffic Engineers Signs Fund 175, Cost Center 211201/211602/211101 Funds 182-199, Cost Centers 210719-210736 Fund 352, Cost Center 210107 Fund 112 "Disaster Recovery Fund"	\$500,000	PD 13-14.085	072898
	. d.ia 112 Disaster Necestery Fund	Page 1 of 6		\
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**Engineering (includes Traffic and Transportation Operations Division)** 

	Contractor	<u>Amount</u>	Contract #	<u>Vendor #</u>
8.	Award Purchase Orders in excess of \$50K to the following vendor Fund 175, Cost Center 211201/211602/211101 Funds 182-199, Cost Centers 210719-210736 Fund 352, Cost Center 210107 Fund 112 "Disaster Recovery Fund"	rs for Bridge Re	enovations:	
	a. Material Vendors:			
	American Concrete Supply Ferguson Enterprises, Inc. Martin Marietta Materials USA Ready Mix dba Block USA Bell Steel Co., Inc. Southeastern Pipe and Precast, Inc. Oldcastle Precast, Inc. Midway Lumber A-1 Lumber Gulf Coast Traffic Engineers Coast Line Striping			11899 60880 131502 23799 22699 193791 150129 New Vendor New Vendor 072898 033766
	b. Continuing Professional Services - Bridge Work; Construction C	Contractors:		
	DKE Marine Davis Marine Gulf Coast Construction Infrastructure Speciality Services  c. Continuing Professional Services - Bridge Work, Engineers:			040206 040386 New Vendor New Vendor
	Thompson Engineering, Inc. DRMP, Inc. Jerry W. McGuire & Associates Hatch Mott MacDonald FL Volkert, Inc. American Consulting Engineers Sigma Consulting Group			201604 042846 131968 081206 220584 012081 192991
	d. Bridge Program Technical Consulting			
	Hatch Mott McDonald, LLC			081206
	•			

Engineering (includes Traffic and Transportation Operations Division)

Contractor	<u>Amount</u>	Contract #	<u>Vendor#</u>
9. Real Estate Services Accu Title Agency Advance Title and Escrow Attorney's Title Insurance Fund Ind Attorney's Title Funds Service LLC Chicago Title Insurance Co Citizens Title Group Destination Title Services Emeral Coast Title Escarosa Land Research Esquire Title Research First American Title Insurance Co Gulf Coast Title Agency Jubilee Title & Escrow Old Town Title of Pensacola Partnership Title Co Reliable Land Title Corp Resort and Luxury Title Company Southern Gauranty Title Co Surety Land Title of Florida Ticor Title Insurance Title Solutions Westcor Land Title Insurance Co  Property Appraisals Brantley and Associates Asmar Appraisal Company G. Daniel Green and Associates Amy Denise Richardson	\$100,000	n/a n/a	New New 014616 041613 032916 New 040923 New 050874 051913 TO024443 072785 New 150166 160307 181837 182017 196304 New New New New New New New
<ul> <li>10. Roads, Inc. of NWF OGCM Roads Hot In Place Resurfacing Fund 175, Cost Center 211201/211602/211101 Fund 182-199, Cost Centers 210719-210736 Fund 352, Cost Center 210107</li> <li>11. Alfred Watson Construction Bus Shelters</li> </ul>	\$775,000 \$250,000	PD 13-14.006	183238 011322
Fund 175, Cost Center 211201/211602/211101 Funds 182-199, Cost Centers 210719-210736 Fund 352, Cost Center 210107  Page 3	of 6		
			CAR IX-

Contractor	<u>Amount</u>	Contract #	Vendor #
Engineering (includes Traffic and Transportation Op	erations D	Division)	
12. Traffic Calming Devices Fund 175, Cost Center 211201/211602/211101 Fund 182-199, Cost Centers 210719-210736 Fund 352, Cost Center 210107			
13. Cutler Repaying, Inc. Hot In Place Resurfacing Fund 175, Cost Center 211201/211602/211101 Fund 182-199, Cost Centers 210719-210736 Fund 352, Cost Center 210107	\$750,000	n/a	035849
14. First Transit Transit Management Agreement Fund 104, Cost Centers 320401 and 350404	\$500,000	n/a	
15. Ingram Signalization Street and Navigational Lights Fund 175, Cost Center 211201/211602/211101 Fund 182-199, Cost Centers 210719-210736 Fund 352, Cost Center 210107 Fund 167, Cost Center 140302	\$750,000	PD 12-13.048	070606
16. Alternative Power Systems Bus Shelters Fund 175, Cost Center 211201/211602/211101 Fund 182-199, Cost Centers 210719-210736 Fund 352, Cost Center 210107	\$250,000	n/a	011624
17. J. Miller Construction Perdido Grading and Paving Chavers Construction Green Procedures Miscellaneous Drainage/Paving Projects Fund 175, Cost Center 211201/211602/211101 Funds 182-199, Cost Centers 210719-210736 Fund 352, Cost Center 210107 Fund 112 "Disaster Recovery Fund"	\$500,000	n/a	133404 163396 032335 072184

<u>Contractor</u>	<u>Amount</u>	Contract #	Vendor #
Road Department & Fleet Maintenance/F	uel Distribution		
18. Mid South Paving Road Construction Materials Fund 175, Cost Center 210403 (Road Maintenance)	\$150,000		Vendor No. 133305
19. Ferguson Enterprises, Inc. a/k/a Ferguson Mill Supply Polyethylene Pipe Fund 175, Cost Center 210402 (Road Maintenance)	\$150,000		Vendor No. 060880
20. American Concrete Supply, Inc. Concrete Fund 175, Cost Center 210402 (Road Maintenance)	\$200,000		Vendor No. 011899
21. Vulcan Signs Sign Maintenance Fund 175, Cost Center 210404 (Sign Maintenance)	\$150,000		Vendor No. 220810
22. A-1 Small Engines Steadham Enterprises Small Engine Parts Fund 175, Cost Center 210405 (Fleet Maintenance)		760-000-10-1 tate Contract	Vendor No. 010105
23. Automotive Truck & Industrial Parts ATI-NAPA Light & Heavy Equipment Parts/Supplies Fund 175, Cost Center 210405 (Fleet Maintenance)	\$100,000		Vendor No. 015006
24. Beard Equipment Company Heavy Equipment Parts Fund 175, Cost Center 210405 (Fleet Maintenance)	\$100,000		Vendor No. 022300
25 Tractor & Equipment Co., Inc. Heavy Equipment Parts Fund 175, Cost Center 210405 (Fleet Maintenance)	\$100,000		Vendor No. 202301
26 Thompson Tractor Co., Inc. Heavy Equipment Parts (CAT) Fund 175, Cost Center 210405 (Fleet Maintenance)	\$100,000		Vendor No. 201639
27 Howell's Truck & Giant Tire Svc, Inc. Light and Heavy Equipment Tires Fund 175, Cost Center 210405 (Fleet Maintenance)	\$150,000	863-000-10-1 BCC Approved State Contract	Vendor No. 410406
	Page 5 of 6		

# B.C.C. Meeting 09/25/2014 PUBLIC WORKS DEPARTMENT

# PURCHASE ORDERS \$50,000 AND OVER – FISCAL YEAR 2014-2015

Road Department & Fleet Maintenance/Fuel Distribution

	Contractor	<u>Amount</u>	Contract #	Vendor#
Gasoline and Di	, DBA Southern Energy Company, Inc. esel Fuel Center 210407 (Fuel Distribution)	\$6,500,000	PD 13-14.083	Vendor No. 034871
28. R. K. Allen Oil/grease and I Fund 175, Cost	lubricant Center 210402 (Road Maintenance)	\$100,000	PD 13-14.083	Vendor No. 011470
29. Panhandle Grad Road Constructi Fund 175, Cost		\$150,000		Vendor No. 160114
31. American Concre Concrete Fund 175, Cost (	ete Supply, Inc. Center 210402 (Road Maintenance)	\$200,000		Vendor No. 11899
32. Arcadia Culvert Metal Pipe Fund 175, Cost (	Center 210402 (Road Maintenance)	\$100,000		Vendor No. 013789
33. Roads, Inc. of N Asphalt Fund 175, Cost (	WF Center 210402 (Road Maintenance)	\$200,000		Vendor No. 182328
34. Woerner Landso Sod Fund 175, Cost O	cape Source Inc. Center 210402 (Road Maintenance)	\$100,000		Vendor No. 233840
	ructure, Inc. ipe Lining Services enter 210402 (Road Maintenance)	\$150,000		Vendor No. 159854

FUND	COST CENTER	ACCOUNT	DATE	ENCUMBRANC	VENDOR	ENCUMBRANCES	DESCRIPTION
112 - DISASTER RECOVERY	330493 - CAT D - APRIL 2014 FLOODS	54612	09/04/14	141698 -01	032335 CHAVERS CONSTRUC	\$ 39,208.00	CHIMNEY PINES
112 - DISASTER RECOVERY	330493 - CAT D - APRIL 2014 FLOODS	54612	02/19/15	150999 -01	032335 CHAVERS CONSTRUC	\$ 30,124.50	JONES CREEK
112 - DISASTER RECOVERY	330493 - CAT D - APRIL 2014 FLOODS	54612		Pending	032335 CHAVERS CONSTRUC	\$ 24,874.00	CREEKSIDE (BROWNSVILLE POND)
112 - DISASTER RECOVERY	330493 - CAT D - APRIL 2014 FLOODS	54612		Pending	032335 CHAVERS CONSTRUC	\$ 31,720.00	WINDHAM POND (BROWNSVILLE POND)
112 - DISASTER RECOVERY	330492 - CAT C - APRIL 2014 FLOODS	56301	08/05/14	141591 -01	072184 GREEN PROCEDURES	\$ 25,875.00	BUSH STREET
112 - DISASTER RECOVERY	330492 - CAT C - APRIL 2014 FLOODS	54612	08/20/14	141659 -01	133404 J MILLER CONSTRU	\$ 49,992.02	LARAMIE DRIVE
112 - DISASTER RECOVERY	330492 - CAT C - APRIL 2014 FLOODS	54612	08/29/14	141686 -01	133404 J MILLER CONSTRU	\$ 48,741.00	NEWCASTLE SD
112 - DISASTER RECOVERY	330492 - CAT C - APRIL 2014 FLOODS	54612	09/17/14	141744 -01	133404 J MILLER CONSTRU	\$ 36,229.00	BUSH STREET/GREEN POND
112 - DISASTER RECOVERY	330492 - CAT C - APRIL 2014 FLOODS	54612	12/05/14	150821 -01	133404 J MILLER CONSTRU	\$ 44,079.00	SAUFLEY PINES
112 - DISASTER RECOVERY	330492 - CAT C - APRIL 2014 FLOODS	54612	02/10/15	150969 -01	133404 J MILLER CONSTRU	\$ 29,668.00	WATER OAKS
112 - DISASTER RECOVERY	330492 - CAT C - APRIL 2014 FLOODS	54612	02/13/15	150989 -01	133404 J MILLER CONSTRU	\$ 24,608.00	AUGUSTA/ATLANTA
112 - DISASTER RECOVERY	330492 - CAT C - APRIL 2014 FLOODS	54612	02/13/15	150990 -01	133404 J MILLER CONSTRU	\$ 24,832.00	MERS LANE
112 - DISASTER RECOVERY	330493 - CAT D - APRIL 2014 FLOODS	54612	03/10/15	151057 -01	133404 J MILLER CONSTRU	\$ 22,830.00	BEULAH POND
112 - DISASTER RECOVERY	330492 - CAT C - APRIL 2014 FLOODS	54612	03/10/15	151058 -01	133404 J MILLER CONSTRU	\$ 22,875.00	KELLY POND
112 - DISASTER RECOVERY	330492 - CAT C - APRIL 2014 FLOODS	54612	03/09/15	151048 -01	420550 MATTHEW T LEMON (ALLSOUTH	\$ 41,054.81	INNERARITY POND/SANCHEZ
					TOTAL	\$ 496,710.33	



# BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-7904 County Administrator's Report 12. 30.
BCC Regular Meeting Budget & Finance Consent

Meeting Date: 04/09/2015

**Issue:** United States Department of Agriculture Natural Resources

Conservation Services Emergency Watershed Projects

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

**Organization:** Public Works

**CAO Approval:** 

#### **RECOMMENDATION:**

Recommendation Concerning the United States Department of Agriculture Natural
Resources Conservation Service Emergency Watershed Program Project Agreement Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the United States Department of Agriculture (USDA) Natural Resources Conservation Service (NRCS) Emergency Watershed Project (EWP) Program Project Agreement:

A. Authorize the County Administrator, the Chairman, or Vice-Chairman to execute the appropriate documents to award Design and Construction Contracts for the NRCS projects listed below:

Project Name	Description	Estimated Cost
Swamphouse Road	Gully west of Davis Highway, which crosses under Smith's Fish Camp Road has washed out, along with Smith's Fish Camp Road, and is substantially damaged. The tributary to Escambia Bay and Escambia River is threatened.	\$86,000
Gatewood Ditch	Gatewood Ditch is the overflow outfall from Ellyson Industrial Park Pond, located north of Johnson Avenue. The ditch, which runs adjacent to private property parallel to East Johnson Avenue and crosses under East Johnson Avenue near the Olive Road intersection, is substantially damaged. The flow in this ditch washed out the box culvert and roadway at East Johnson Avenue, which is currently under repair. The tributary to Escambia Bay is threatened.	\$350,790

Glynn Broc Gully and Cypress Point	Located just downstream of the Gatewood Ditch and Johnson Avenue. There is a large concrete flood control structure in the gully, which was originally a 1979 NRCS Project, which is threatened with a large amount of sediment and erosion. Loss of the structure threatens Scenic Highway and Olive Road. The tributary to Escambia Bay is threatened.	\$208,000
Olive Road at Gully	Parallel to Olive Road, just west of Scenic Highway, this gully threatens Olive Road. The tributary to Escambia Bay is also threatened.	\$198,671
Ten Mile Creek	Flows have caused the erosion of up to 30 feet of creek banks in some areas between Pine Forest Road and west of Stefani Road. A private pond and large amounts of private property have been eroded and are further threatened. Ten Mile Creek flows into Eleven Mile Creek, which flows into Perdido Bay. Several wetlands and private properties are threatened. The threat to Pine Forest Road Bridge and to local private property is immediate.	\$1,400,000
Addison Drive	Flow from the area north of Addison Drive has caused severe erosion adjacent to and into private properties. Scenic Highway and the outfall into Escambia Bay are threatened.	\$94,000
Crescent Lake	Dam breach has drained Crescent Lake and allows uncontrolled flows downstream through a large watershed that makes its way to Perdido Bay. Several major roadways and private properties downstream are threatened by water flows.	\$675,000

B. Ratify the County Administrator's, the Chairman's, or the Vice Chairman's signature on the executed contracts at Board Meetings immediately following the Bid opening for these Projects.

[Funding for the 25% match is available in Fund 352, LOST III, Project #15EN3252]

#### **BACKGROUND:**

The April 2014 storms produced floodwaters throughout Escambia County. Swollen streams caused excessive flooding and erosion that damaged many roadways, dams, culverts, and bridges.

Meeting in regular session on June 26, 2014, the Board voted to authorize submittal of these projects for consideration for the USDA-NRCS Emergency Watershed Program (EWP). This previous Board action authorized the Chairman to execute, subject to legal review and sign-off, easements, hold-harmless agreements, and other documents of conveyance that may be required from property owners of Escambia County whose properties are adjacent to designated NRCS project sites.

Escambia County has received funding for seven projects. The work will consist of rebuilding damaged waterway structures, associated roadways, and other items as specified in each Damage Survey Report.

#### The projects are:

Swamphouse Road	Ten Mile Creek
Gatewood Ditch	Addison Drive
Glynn Broc Gully	Crescent Lake
Olive Road at gully	

This program reimburses 75% of the actual eligible constructon costs, and reimburses eligible in-kind technical services not to exceed 7.5% of the actual eligible construction cost.

There is a very aggressive timeline (220 days from approval through construction), and the Board's authorization for the Chairman to execute necessary documents for the individual projects is critical.

#### **BUDGETARY IMPACT:**

Funding for the 25% match is available in Fund 352 "LOST III, Project #15EN3252"

#### **LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

#### **PERSONNEL:**

N/A

#### POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

#### IMPLEMENTATION/COORDINATION:

The Public Works Department will coordinate with the United States Department of Agriculture (USDA) Natural Resources Conservation Service (NRCS).

#### **Attachments**

NRCS
Crescent Lake
USDA EWP Project Agreement
Sponsor EWP Guide

#### Joy Jones

From:

Wilson, Jesse - NRCS, Gainesville, FL [Jesse.Wilson@fl.usda.gov]

Sent:

Wednesday, February 18, 2015 7:28 AM

To:

Administrator

Cc:

Means, Sandy - NRCS, Marianna, FL; Joshua McElhaney; Joy Jones; Joy D Blackmon; Amy

L. Lovoy; KEITH T. WILKINS

Subject:

Emergency Watershed Protection Program - Escambia County

Follow Up Flag:

Follow up Flagged

Flag Status:

Mr. Brown:

Thank you for your letter dated January 20, 2015, concerning the Emergency Watershed Protection (EWP) Program projects.

NRCS will be receiving funding for the following approve sites.

DSR	Site Name	Estimated Construction Cost
ESC-APR14-003	Crescent Lake - 7	\$675,000
ESC-APR14-001 🙋	Gatewood Ditch ţ	\$350,790
ESC-APR14-002	Olive Road C	\$198,671
APR14-ESC-006	Glyn Brock Gully 📞	\$208,000
APR14-ESC-007	Addison Road 🕥	\$94,000
APR14-ESC-008	Swamphouse Road	\$86,000
APR14-ESC-004 🕑	Ten Mile Creek ✓ 🦠	\$1,400,000
	Total	\$3,012,461

Once NRCS receives the funding we will enter into a cooperative agreement which outlines the responsibilities of NRCS and the sponsor. Attached is a draft statement of work (SOW) that will be used to develop the SOW for your projects.

We have been working with Brent Wipf to complete the necessary application for assistance.

Please let me know if you have any additional questions.

Regards,

Jesse Wilson

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Jesse T. Wilson State Conservation Engineer Natural Resources Conservation Service United States Department of Agriculture Natural Resources Conservation Service

# **EXAMPLE**

OMB No. 0578-0030 NRCS-PDM-20

# DAMAGE SURVEY REPORT (DSR)

**Emergency Watershed Protection Program - Recovery** 

					ligible:	ry Only YES	] NO		
Section 1A					Approve ling Pri	ed: YES  iority Number (fr	4	1) <u>2de</u>	e
Date of Report:	May 21, 20	)14		Lim	ited R	esource Area:	YES 🗆	NO [	7
DSR Number:	ESC-APR1		Project Nu	mber:					
DOTT THE MOOT			Section 1B Spe	onsor Infor	matio	n			
Sponsor Name:	Escambia	County BOCC							
Address:	221 Palafo								
City/State/Zip:	Pensacola	, Florida 3250	2						
Telephone Numb			Fax: 850-5	95-4431					
			Section 1C Site I	ocation Inf	ormat	tion			
County: Esca	mbia	State:	Florida	Congression			1st		
		Longitude:	87.2737	Section:	44	Township:	15	Range:	30W
		Longitude	07.2707	Section.					
UTM Coordinate	es:								
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#### Section 1E Proposed Action

Describe the preferred alternative from Findings: Section 5A:

Repair the breach in the Crescent Lake embankment and install concrete emergency spillway structure to replace emergency outlet. Sod and vegetate all disturbed areas. Remove debris and sediment from downstream channel to Michigan Ave. to prevent flooding.

Total installation cost identified in this DSR: Section 3: \$674,531

#### Section 1F NRCS State Office Review and Approval

Reviewed By:			Date Reviewed:	
	State EWP Program Manager			
Approved By:		10	Date Approved:	
Dager - Spinson	State Conservationist			

#### PRIVACY ACT AND PUBLIC BURDEN STATEMENT

NOTE: The following statement is made in accordance with the Privacy Act of 1974, (5 U.S.C. 552a) and the Paperwork Reduction Act of 1995, as amended. The authority for requesting the following information is 7 CFR 624 (EWP) and Section 216 of the Flood Control Act of 1950, Public Law 81-516, 33 U.S.C. 701b-1; and Section 403 of the Agricultural Credit Act of 1978, Public Law 95334, as amended by Section 382, of the Federal Agriculture Improvement and Reform Act of 1996, Public Law 104-127, 16 U.S.C. 2203. EWP, through local sponsors, provides emergency measures for runoff retardation and erosion control to areas where a sudden impairment of a watershed threatens life or property. The Secretary of Agriculture has delegated the administration of EWP to the Chief or NRCS on state, tribal and private lands.

Signing this form indicates the sponsor concurs and agrees to provide the regional cost-share to implement the EWP recovery measure(s) determined eligible by NRCS under the terms and conditions of the program authority. Failure to provide a signature will result in the applicant being unable to apply for or receive a grant the applicable program authorities. Once signed by the sponsor, this information may not be provided to other agencies. IRS, Department of Justice, or other State or Federal Law Enforcement agencies, and in response to a court or administrative tribunal.

The provisions of criminal and civil fraud statutes, including 18 U.S.C. 286, 287, 371, 641, 651, 1001; 15 U.S.C. 714m; and 31 U.S.C. 3729 may also be applicable to the information provided. According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0578-0030. The time required to complete this information collection is estimated to average 117/1.96 minutes/hours per response, including the time for reviewing instructions, searching existing data sources, field reviews, gathering, designing, and maintaining the data needed, and completing and reviewing the collection information.

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Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination write USDA, Director of Civil Rights, Room 326-W, Whitten Building, 14th and Independence Avenue, SW, Washington, DC 20250-941 0 or call (202) 720-5964 (voice or TDD). USDA is an equal opportunity provider and employer.

#### Civil Rights Statement of Assurance

The program or activities conducted under this agreement will be in compliance with the nondiscrimination provisions contained in the Titles VI and VII of the Civil Rights Act of 1964, as amended; the Civil Rights Restoration Act of 1987 (Public Law 100-259); and other nondiscrimination statutes: namely, Section 504 of the Rehabilitation Act of 1973, Title IX of the Amendments of 1972, the Age Discrimination Act of 1975, and the Americans with Disabilities Act of 1990. They will also be in accordance with regulations of the Secretary of Agriculture (7 CFR 15, 15a, and 15b), which provide that no person in the United States shall on the grounds of race, color, national origin, gender, religion, age or disability, be excluded from participation in, be denied the benefits of, or otherwise subjected to discrimination under any program or activity receiving Federal financial assistance from the U.S. Department of Agriculture or any agency thereof.

#### **Section 2 Environmental Evaluation**

2A Resource Concerns	2B Existing Condition	2C Alternative Designation					
		Proposed Action	No Action	Alternative			
		Repair emergency spillway and remove sediment and debris from downstream channel	Continued sediment deposition and flooding potential	Remove Dam and restore stream			
			2D Effects of Alternative	S			
Soil							
Concentrated flow erosion	Embankment of Dam will continue to erode due to high flows and exposed soil	Repair to emergency spillway will stabilize soil and minimize further erosion	Continued Erosion will occur during each storm event	During concentrated flows erosion of stream channel will occur			
Water Excessive sediment in surface	Eroded areas are depositing	Repair to dam will minimize	Continued Erosion will occur	Sediment will be deposited			
waters	sediment into stream channel and Marcus Bayou	sediment loss to down stream areas	during each storm event and deposition will continue to				
Air No resource concern identified							
Plant							
Inadequate structure and composition	Eroded areas are depositing sediment which affects downstream wetland plants	Repair to Dam will minimize sediment loss to down stream wetlands	Continued erosion will deposit sediment in downstream wetland areas.	Wetland plants will develop in areas previously innundated.			
Animal	Address of the second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second s						
Inadequate Habitat for Fish &	Eroded areas are depositing	Repair to Dam will minimize	Continued areaismusill	Ivacialità i al italiani			
Wildlife – Habitat degradation	sediment into waterways which destroys habitat for wildlife	sediment loss to downstream wetland habitat.	Continued erosion will deposit sediment in downstream wetland areas.	Wildlife habitat will eventually take over previously innundated area.			
Other							
			100 mm = 100 mm = 100 mm = 100 mm = 100 mm = 100 mm = 100 mm = 100 mm = 100 mm = 100 mm = 100 mm = 100 mm = 100 mm = 100 mm = 100 mm = 100 mm = 100 mm = 100 mm = 100 mm = 100 mm = 100 mm = 100 mm = 100 mm = 100 mm = 100 mm = 100 mm = 100 mm = 100 mm = 100 mm = 100 mm = 100 mm = 100 mm = 100 mm = 100 mm = 100 mm = 100 mm = 100 mm = 100 mm = 100 mm = 100 mm = 100 mm = 100 mm = 100 mm = 100 mm = 100 mm = 100 mm = 100 mm = 100 mm = 100 mm = 100 mm = 100 mm = 100 mm = 100 mm = 100 mm = 100 mm = 100 mm = 100 mm = 100 mm = 100 mm = 100 mm = 100 mm = 100 mm = 100 mm = 100 mm = 100 mm = 100 mm = 100 mm = 100 mm = 100 mm = 100 mm = 100 mm = 100 mm = 100 mm = 100 mm = 100 mm = 100 mm = 100 mm = 100 mm = 100 mm = 100 mm = 100 mm = 100 mm = 100 mm = 100 mm = 100 mm = 100 mm = 100 mm = 100 mm = 100 mm = 100 mm = 100 mm = 100 mm = 100 mm = 100 mm = 100 mm = 100 mm = 100 mm = 100 mm = 100 mm = 100 mm = 100 mm = 100 mm = 100 mm = 100 mm = 100 mm = 100 mm = 100 mm = 100 mm = 100 mm = 100 mm = 100 mm = 100 mm = 100 mm = 100 mm = 100 mm = 100 mm = 100 mm = 100 mm = 100 mm = 100 mm = 100 mm = 100 mm = 100 mm = 100 mm = 100 mm = 100 mm = 100 mm = 100 mm = 100 mm = 100 mm = 100 mm = 100 mm = 100 mm = 100 mm = 100 mm = 100 mm = 100 mm = 100 mm = 100 mm = 100 mm = 100 mm = 100 mm = 100 mm = 100 mm = 100 mm = 100 mm = 100 mm = 100 mm = 100 mm = 100 mm = 100 mm = 100 mm = 100 mm = 100 mm = 100 mm = 100 mm = 100 mm = 100 mm = 100 mm = 100 mm = 100 mm = 100 mm = 100 mm = 100 mm = 100 mm = 100 mm = 100 mm = 100 mm = 100 mm = 100 mm = 100 mm = 100 mm = 100 mm = 100 mm = 100 mm = 100 mm = 100 mm = 100 mm = 100 mm = 100 mm = 100 mm = 100 mm = 100 mm = 100 mm = 100 mm = 100 mm = 100 mm = 100 mm = 100 mm = 100 mm = 100 mm = 100 mm = 100 mm = 100 mm = 100 mm = 100 mm = 100 mm = 100 mm = 100 mm = 100 mm = 100 mm = 100 mm = 100 mm = 100 mm = 100 mm = 100 mm = 100 mm = 100 mm = 100 mm = 100 mm = 100 mm = 100 mm = 100 mm = 100 mm = 100 mm = 100 mm = 100 mm = 100 mm = 100 mm = 100 mm = 100 mm = 100 mm = 100 mm = 100 mm = 100 mm = 100 mm = 100 mm = 100				

#### **Section 2E Special Environmental Concerns**

			Alternative and Effects	
Resource Consideration	<b>Existing Condition</b>	Proposed Action	No Action	Alternative
Clean Water Act Waters of the U.S.	gully erosion and sediment deposition	Minimal sediment deposition	sediment will continue to deposit downstream causing potential flooding	Sediment will be deposited in along stream channel and in downstream areas
Coastal Zone Management Areas	Deposition in waterways affects downstream.	Deposition to downstream waterways will be minimized.	Deposition into downstream waterways will have a negative effect.	Deposition in waterways affects downstream.
Coral Reefs	n/a	n/a	n/a	n/a
Cultural Resources	Dam is a cultural resource site	Dam is a cultural resource site	Dam will continue to erode away	Dam is a cultural resource site. This site would be affected, if removed.
Endangered and Threatened Species	no evidence in projected area	no evidence in projected area	no evidence in projected area	no evidence in projected area
Environmental Justice	No low income or minorities adjacent to project area	No low income or minorities adjacent to project area	No low income or minorities adjacent to project area	No low income or minorities adjacent to project area
Essential Fish Habitat	n/a	n/a	n/a	n/a
Fish and Wildlife Coordination	no coordination	Coordination with FWC and other agencies will be needed.	no coordination	Coordination with FWC and other agencies will be needed.
Floodplain Management	Flood flows would not be mitigated and would impact downstream homeowners.	Flood flows would be reduced due to dam and lake storage	Flood flows would occur and impact downstream homeowners.	Flood flows would occur and impact downstream homeowners.
Invasive Species	none in project area	none in project area	none in project area	none in project area
Migratory Birds	n/a	n/a	n/a	n/a
Natural Areas	n/a	n/a	n/a	n/a
Prime and Unique Farmlands	none in project area	none in project area	none in project area	none in project area
Riparian Areas	sediment deposition increased into downstream wetlands and Perdido Bay	sediment deposition decreased into downstream wetlands and Perdido Bay	sediment deposition increased into Perdido Bay	Riparian area will be expanded due to removal of the dam.
Scenic Beauty	n/a	n/a	n/a	n/a
Wetlands	Downstream wetlands are negatively impacted due to erosion	Stabilization of erosion and minimized deposition will have positive effect	Erosion and high flows will continue to negatively impact downstream	Restoration would have a positive affect on wetlands previously innundated.
Wild and Scenic Rivers	n/a	n/a	n/a	n/a

Completed By:	Eddie Cooper/SLM	Date:	06/13/14	

#### **Section 2F Economic**

This section must be completed by each alternative considered (attach additional sheets as necessary).

	Future Damages (\$)	Damage Factor (%)	Near Term (\$)
Properties Protected (Private)			
Appartments located downstream (14)	\$532,000	30	\$159,600
Properties Protected (Public)	1 2000000		
800 ft. of 5 lane Pave road - Michigan Avenue=800lf x \$ 5.3M/mile	\$803,000	25	\$200,750
5 -15'x 6 'x 115' long Concrete Box Culverts	\$500,000	25	\$125,000
200 If Concrete Headwall	\$15,000	25	\$3,750
Electric Utilities	\$10,000	50	\$5,000
Phone Utilities	\$20,000	50	\$10,000
Sewer Pump lift station	\$350,000	25	\$87,500
Business Losses			
Detour: 4.3 miles x 32,000 vehicles x 15 mpg x \$1.40/ gallon x 30 days	\$385,280	100	\$385,280
Other			
School Bus route	\$20,000	50	\$10,000
Emergency Vehicle route	\$20,000	50	\$10,000
Mail Route	\$20,000	50	\$10,000
Utility Vehicle Access	\$20,000	50	\$10,000
	Total Moor Tarr	Domaga Paduatian	\$1.046.000
N . D . C . /B . 131 . B		Damage Reduction \$	\$1,016,880
Net Benefit (Total Near Terr	m Damage Reduction minu	s Cost from Section 3)	\$342,349

Completed By:	J. King/SLM	Date:	06/13/14

# Section 2G Social Consideration

This section must be completed by each alternative considered (attach additional sheets as necessary).

	Yes	No	Remarks
Has there been a loss of life as a result of the watershed impairment?		7	
Is there the potential for loss of life due to damages from the watershed impairment?	7		If Michigan Ave. were to flood again due stormwater runoff, there is potential loss of life to drivers on the roadway and to downstream homeowners.
Has access to a hospital or medical facility been impaired by watershed impairment?	V		Michigan Ave was closed during the storm event that occurred. It is a major 5 lane road and there was no access to medicial vehicles or to medical facilities during the event. If structure is not replaced, this could be come a more frequent occurrence.
Has the community as a whole been adversely impacted by the watershed impairment (life and property ceases to operate in a normal capacity)	V		Michigan Ave was closed during the storm event that occurred. It is a major 5 lane road and there was no access to stores or businesses as a result. If structure is not replaced, this could be come a more frequent occurrence. There is a 4.3 mile detour if this road closes and 32,000 vehicles/day use this road.
Is there a lack or has there been a reduction of public safety due to watershed impairment?	7		Michigan Ave was closed during the storm event that occurred. It is a major 5 lane road that was under 3 ft. of water due to the storm event. Cars were washed from the roadway. Publisafety is at risk if the structure is not replaced.

#### Section 2H Group Representation and Disability Information

# This section is completed only for the preferred alternative selected.

Group Representation	Number
American Indian/Alaska Native Female Hispanic	5
American Indian/Alaska Native Female Non-Hispanic	90
American Indian/Alaska Native Male Hispanic	5
American Indian/Alaska Native Male Non-Hispanic	90
Asian Female Hispanic	28
Asian Female Non-Hispanic	529
Asian Male Hispanic	28
Asian Male Non-Hispanic	529
Black or African American Female Hispanic	304
Black or African American Female Non-Hispanic	5,769
Black or African American Male Hispanic	304
Black or African American Male Non-Hispanic	5,769
Hawaiian Native/Pacific Islander Female Hispanic	2
Hawaiian Native/Pacific Islander Female Non-Hispanic	34
Hawaiian Native/Pacific Islander Male Hispanic	2
Hawaiian Native/Pacific Islander Male Non-Hispanic	34
White Female Hispanic	392
White Female Non-Hispanic	7,442
White Male Hispanic	392
White Male Non-Hispanic	7,442
Total Group	29,190

Census tract(s)	From2010 Census Trs 33.07, 33.09, 32.01, 32.04	, 30.00, 31.00There are additional 339"Other"&1057 2 or more
Completed By:	Eddie Cooper	Date: 06/12/14

Section 2I	Required consultation or	coordination bety	ween the lead	agency	and/or tl	he RFO a	nd another
	governmental unit inclu	ding tribes:					

-			
Fasements	permissions,	or	nermits.
Laborite ites,	perminoniono,	O.	Dellines.

Permits and easements will be provided by the sponsor.

#### Mitigation Description:

Consulation with other agencies needed to determine if mitigation is required.

Agencies, persons, and references consulted, or to be consulted: US-FWS, ACOE, FL-DEP, NWFWMD.

#### **Section 3 Engineering Cost Estimate**

Completed By: J. King, Escambia Co./SLM Date: 06/13/14

Proposed Recovery Measure	Quantity	Units	Unit Cost (\$)	Amount (\$)
MOBILIZATION	1	LS	\$20,000.00	\$20,000
CLEARING AND GRUBBING	1	AC	\$10,000.00	\$10,000
STRUCTURE/DEBRIS REMOVAL	1	LS	\$30,000.00	\$30,000
DEWATERING	1	LS	\$110,000.00	\$110,000
TRAFFIC CONTROL	1	LS	\$5,000.00	\$5,000
POLLUTION CONTROL	1	LS	\$5,000.00	\$5,000
EXCAVATION	3,500	CY	\$7.50	\$26,250
EARTHFILL	5,000	CY	\$16.00	\$80,000
GRADING AND SHAPING	1	LS	\$5,000.00	\$5,000
3" TOP SOIL	2,000	SY	\$20.00	\$40,000
CONCRETE	500	CY	\$310.00	\$155,000
ROCK RIPRAP	500	SY	\$150.00	\$75,000
GEOTEXTILE	500	SY	\$5.00	\$2,500
SOD	4,840	SY	\$4.00	\$19,360
GRADED AGGREGATE BASE	1,750	SY	\$14.00	\$24,500
BOND AND INSURANCE	1	LS	\$5,000.00	\$5,000
SEED AND MULCH (for area of debris removal)	1	AC	\$1,200.00	\$600
Contingency (%)	100	%	\$61,321.00	\$61,321
	Total Installa	ation Cost (Fn	ter in Section 1F) \$	\$674,531

# Unit Abbreviations:

AC	Acre	LS	Lump Sum
CY	Cubic	SF	Square Feet
EA	Each	SY	Square Yard
HR	Hour	TN	Ton
LF	Linear Feet	Other	(Specify)

#### **Section 4 NRCS EWP Funding Priority**

Complete the following section to compute the funding priority for the recovery measures in this application (see instructions on page 10).

Priority Ranking Criteria	Yes	No		Ranking Number Plus Modifier
1. Is this an exigency situation?		4		
2. Is this a site where there is serious, but not immediate threat to human life?	7			2de
3. Is this a site where buildings, utilities, or other important infrastructure components are threatened?		7		240
4. Is this site a funding priority established by the NRCS Chief?		4		
The following are modifiers for the above criteria			Modifer	
a. Will the proposed action or alternatives protect or conserve federally-listed threatened and endangered species or critical habitat?				
b. Will the proposed action or alternatives protect or conserve cultural sites listed on the National Register of Historic Places?				
c. Will the proposed action or alternatives protect or conserve prime or important farmland?				
d. Will the proposed action or alternatives protect or conserve existing wetlands?			7	
e. Will the proposed action or alternatives maintain or improve current water quality conditions?			7	
f. Will the proposed action or alternatives protect or conserve unique habitat, including but not limited to, areas inhabited by State-listed species, fish and wildlife management area, or State identified sensitive habitats?				

Enter priority computation in Section 1A, NRCS Entry, Funding priority number.

#### Remarks:

There is a serious threat to life if the structure is not repaired. Flood flows from drainage area will not be mitigated by 72 Ac. impoundment. Michigan Avenue is a main 5 lane paved road. Closure of this roadway has a serious impact to surrounding residential and business community.

#### Section 5A Findings

#### Finding: Indicate the preferred alternative from Section 2 (Enter to Section 1E):

Repair the breach in the Crescent Lake embankment and install concrete emergency spillway structure to replace emergency outlet. Sod and vegetate all disturbed areas. Remove debris and sediment from downstream channel to Michigan Ave. to prevent flooding.

	n sufficiently analyzed in the EWP PE	Elo (reference all triat apply)	
The state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the s			
Chapter 5.2	2.2.1.2		
Chapter 5.2	2.2.3.1		
Chapter 5.2	2.2.3.2		
Chapter			
May r	equire the preparation of an environment	tal assessment or environmental impact statement.	
CS representative of t	he DSR team:		
le:		Date:	
ction 5B Comments:			
etion 5C Sponsor(s) I	Review and Concurrence:		
onsor Representative			
le:		Date:	
ction 6 Attachments:			
A. Location N	lap		
B. Site Plan o	r Sketches		
C. Other (exp.	ain):		

# INSTRUCTIONS FOR COMPLETING THE NRCS-PDM-20, DSR

	Explanation of Requested Item	Who Completes			
Section 1	Enter Site Sponsor, Location, Evaluation, Selected Alternative, and Reviewed and Approval Signatures.	NRCS completes with voluntary			
1A	Enter the Date, DSR Number, Project Number. For NRCS only enter Eligible Yes/No, Approved Yes/No, Funding Priority Number, and Limited Resource Area Yes/No.	assistance from Sponsor except for NRCS only portion of Section 1A.			
1B	Enter Sponsor Name, Address, Telephone, Fax				
1C	Enter site location County, State, Congressional District, Latitude, Longitude, Section, Township, Range, UTM Coordinates, Drainage Name, Reach within drainage, and Damage Description.				
1 <b>D</b>	Enter Yes/No and any Remarks for the Site Evaluation information. Any No response means the site is not eligible for EWP assistance and no further information is necessary to complete the DSR. (See NEWPPM 390-502.03 and 390-502-04) Enter Yes/No regarding whether the affected public has been informed of the EWP program.				
1E	Enter the proposed treatment and the cost of installation.	NRCS only.			
1F	NRCS Review and Approval.				
Section 2	Use available natural resource, economic, and social, information, including the EWP Programmatic Environmental Impact Statement (PEIS), to briefly describe the effects of the alternatives to the proposed action including the "no action" alternative. The no action alternative is the predictive future condition if no action is taken. Typically, the proposed action and no action are the alternatives considered for EWP recovery measures due to the focus on repairing or preventing damages within a watershed. However, in cases where additional alternatives are considered, include all pertinent information to adequately address the additional alternatives (e.g., proposed action would be bio-engineering for bank stabilization, no action alternative, and an additional alternative may be riprap for bank stabilization).				
2A	List all resource concerns which are relevant to the area of the proposed action and alternatives. Refer to National Bulletin 450-5-8 TCH-COMPLETING AND FILING MEASUREMENT UNITS FOR RESOURCE CONCERNS IN THE FIELD OFFICE TECHNICAL GUIDE (FOTG). Note: the affected area may extend beyond the construction foot print (ex. where water quality or water rights are affected downstream of the site).				
2B	Provide a brief description of the present condition of each resource concern listed in 2A. Quantify conditions where possible. Reference accompanying photo documentation.				
2C	Briefly summarize the practice/system of practices being proposed, as well as the "no action" alternative is the predicted future condition if no action is taken.				
2D	Document the efforts of the proposed action and alternatives for the considerations listed in 2A. Reference applicable quality criteria, information in the CPPE, and quantify effects whenever possible. Consider both long-term and short-term effects. Consider any effects which may be individually minor but cumulatively significant at a larger scale or over an extended time period. Clearly define the differences between proposed action, no action, and the other alternatives.				

	Explanation of Requested Item	Who Completes	
2E	Enter Special Environmental Concerns for Clean Water Act Waters of the U.S., Coastal Zone Management Areas, Coral Reefs, Cultural Resources, Endangered and Threatened Species, Environmental Justice, Essential Fish Habitat, Fish and Wildlife Coordination, Floodplain Management, Invasive Species, Migratory Birds, Natural Areas, Prime and Unique Farmlands, Riparian Areas, Scenic Beauty, Wetlands, and Wild and Scenic Rivers for each alternative considered. In the case where the selected alternative from Section 5A impacts a Special Environmental Concern, additional information, coordination, permitting or mitigation may be required and adequate documentation should be prepared and attached to the DSR to identify how NRCS or the Sponsor addressed the concern.	NRCS completes with voluntary assistance from Sponsor except for NRCS only portion of Section 1A.	
2F	Identify Property Protected both private and public, business losses and other economic impacts considered for each alternative. Enter the dollar value of the potential future damages if no action is taken in the Future Damage (\$) column. This would be the estimate of the value lost if the EWP recovery measure is not installed. Use the repair cost or damage dollar method to determine the estimate of future damages. The repair cost method uses the costs to return the impaired property, good, or services based on their original pre-event condition or value. The damage dollar method uses an estimate of the future damage to value (e.g. if the structure is condemned, then enter the value of the structure). Enter the estimated amount based upon existing information or information furnished by the sponsor, contractors or others with specific knowledge for recovery from natural disasters for each alternative considered. Often market values for properties or services can be obtained from personnel at the local county/parish tax assessment office.  The DSR team needs to determine the Damage Factor (%) which is a coefficient that indicates the degree of damage reduction to a property that is attributed to the effect of the proposed EWP recovery measures. Use an appropriate estimate of how much of the damage the EWP recovery measure will avoid for the alternative being considered. If the recovery measures from a single site will prevent 100 percent of the damage use 100 percent. The Near Term Damage Reduction is the Future Damage (\$) times the Damage Factor (%). Sum the Near Term Damage Reduction values to calculate the Total Near Term Damage Reduction. Enter the Net Benefit which is computed by subtracting the Cost from section 3 from the total near term damage reduction. The economic section must be completed for each alternative considered. Attach additional sheets as necessary.		
2G	Enter information to describe the potential social impacts and considerations for each alternative. Answer Yes or No and any remarks necessary to adequately address each question. The information may be obtained through interviews with community leaders, government officials or sponsors. Factors such as road closures, loss of water, electricity, access to emergency services are used when answering whether the community as a whole has been impaired. This information is part of the environmental evaluation portion of the DSR but may be pertinent in Section 4 regarding priorities. The Social Considerations Section must be completed for each alternative considered. Attach additional sheets as necessary.		
2Н	Enter the Group Representation Information for the preferred alternative. Use the most recent census tract information based upon where the EWP recovery measures are located.	Sponsor completes	

	Explanation of Requested Item	Who Completes
21	Enter whether easement, permissions, or permits, and mitigation will require consultation or coordination for the selected alternative (e.g., Clean Water Act section 404 permit, Endangered Species Act section 10 permits, and any State or county permits or requirements). Describe mitigation to be applied that will offset any adverse impacts and attach any documentation from other agencies regarding mitigation requirements.	NRCS completes with voluntary assistance from Sponsor.
Section 3	Enter Proposed Recovery Measure(s) including Quantity, Units, Unit Cost, and Total Amount Cost. Enter sum of all Proposed Recovery Measure Costs to calculate Total Costs. Enter Total Installation Costs in Section 1F. The Engineering Cost Estimate must be completed for each alternative considered. Attach additional sheets as necessary.	
Section 4	Explanation of Requested Item This section is used to determine the Funding Priority for the preferred alternative and sequence for initiating recovery measures. Enter Yes/No for questions 1 through 4 and enter the number (exigency 1, serious threat to human life 2, etc.) in the right column, Ranking Number Plus Modifier. Complete the Modifier portion by placing the alphabetic indicator a. through f. in the Modifier column. Complete the Ranking Number Plus Modifier column by entering the alphabetic indictor(s) that exists within the site. The number of the site designates the priority (e.g., a site with a designation of 2 is a higher priority that a site with a designation of 3). The modifiers increase the priority for the same numeric site (e.g., a site with a designation of 1a, would be a higher priority than a site with a designation of 1, a site with a designation of 2bc would be a higher priority than a site designated as 2b). Enter the Funding Priority in Section 1A.	
Section 5	Enter the Findings, Rationale Supporting Findings, NRCS Representative signature and Comments, and Concurrence signature by the Sponsor(s).	NRCS completes.
5A	Indicate the preferred alternative and check the applicable finding being made. The NRCS Representative signs indicating the Finding selected. If the proposed action was adequately addressed in the PEIS, check all appropriate chapter paragraphs.	
5B	Enter any additional Comments.	
5C	Sponsor(s) review and concurrence.	Sponsor(s) signature.
Section 6	Include attachments for location map, site sketch, or plan and other information as needed.	NRCS completes with voluntary assistance from Sponsor.

Reproduce Locally

Approved 7/2005



March 13, 2015

Mr. Jack R. Brown
Escambia County Board of County Commissioners
221 Palafox Place, Suite 420
Pensacola, FL 32502

RE: Emergency Watershed Protection Program, Project Agreement No. 68-4209-15-155

Dear Mr. Brown:

Enclosed is one (1) fully executed original copy of Cooperative Agreement No. 68-4209-15-155 between the Escambia County Board of County Commissioners and NRCS relative to the Emergency Watershed Protection Program. The signed project agreement provides authorization for the Notice to Proceed on March 13, 2015.

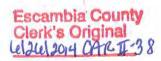
If you have any questions, please do not hesitate to call me at 352-338-9557.

Jesse T. Wilson

State Conservation Engineer

Enclosure

cc: Bruce Hawkins, ASTC Administration, Gainesville, Florida Georgia Welton, Grants Management Specialist, Fort Worth, Texas Jeff Norville, Area Conservationist, Marianna, Florida Josh McElhaney, District Conservationist, Bonifay, Florida w/enclosure Sandy Means, Agricultural Engineer, Marianna, Florida w/enclosure



Not Agenda Backup

3/96015 A. Carew

U.S. Department of Agriculture Natural Resources Conservation Service

NRCS-ADS-093 7/2012

		I	VOTIC	E OF GR	ANT AND	AGREEMEN'	ΓAWARD			
1. Award Identifying Number 2. Amendment 68-4209-15-155			idment No.	3. Award/Pro 220 Calender Da		rom Last Signature of all Parties   Cooperative Agreem				
5. Agency: Natural Resources Conservation Service (NRCS) (Name and Address) USDA-NRCS 2614 NW 43rd Street					)	6. Recipient Organization: (Name and Address) Escambia Countyy 3363 West Park Place Pensacola, FL 32505				
Gainesville, Florida 32606						DUNS: 07507967	DUNS: 0750796730000		EIN: 59-6000598	
7. NRCS Program Contact:  Sandy Means 4155 Hollis Drive Marianna, FL 32448-2708  S. NRCS Admi Georgia Welton 501 W. Felix St. Bldg Fort Worth, TX 76118			elton ix St. Bldg 23	ative Contact:	9. Recipient Pr Contact: Chris Curb 23363 West Park Place Pensacola, FL 32505	Chris Curb Taylor Kirschenfeld 23363 West Park Place 23363 West Park Place		ace		
11. CFDA Number 10.923	CF				EWP, paragrapinto agreemen	13. Type of Action 14		14. Project	14. Project Director	
15. Project Title/Des April 2014 Panl 16. Entity Type: www.	eript han	ion: dle Flood		ergency V		Protection Pro	gram State/Local	Indian/Na	tive American	
	Oth	ier				10 4	A sunsundado a T			
17. Select Funding Type:	g	Fed.	eral	No	n-Federal	18. Accounting and Financial Code		Fiscal Year	Treasury Symbol	
Original Funds Total: \$2,485,280.33 \$7		\$753,1	15.25 FA 75% \$2,259,345.75		2015					
Additional Funds To	otal:					TA add'l 7.5%	\$225,934.58	2015		
Grand Total: \$2,485,280.33 \$7		\$753,1	15.25							
19. APPROVED BU	JDGI	ET								
Personnel	\$			Fri	nge Benefits		\$			
Travel	\$			Eq	uipment		\$			
Supplies	\$			Co	Contractual		\$	\$		
Construction	\$ 2,259,345.75 Other			\$225.9	^{\$} 225,934.58					
Total Direct Cost\	\$				Total Indirect Cost		\$			
		То	tal Non-Federal	Funds	^{\$} 753.	115.25				
				То	tal Federal Fund	ls Awarded		5,280.3		
Total App			tal Approved Bu	ıdget	-	238,395.58				

This agreement is subject to applicable USDA NRCS statutory provisions and Financial Assistance Regulations. In accepting this award or amendment and any payments made pursuant thereto, the undersigned represents that he or she is duly authorized to act on behalf of the awardee organization, agrees that the award is subject to the applicable provisions of this agreement (and all attachments), and agrees that acceptance of any payments constitutes an agreement by the payee that the amounts, if any found by NRCS to have been overpaid, will be refunded or credited in full to NRCS.

(Continuation)

r	NOTICE OF G	RANT AND AGREEMENT AW	ARD
Award Identifying Number	Amendment No.	Award/Project Period	Type of Award Instrument
68-4209-15-155		220 Calender Days From Last Signature of all Parties	Cooperative Agreement

Name and Title of Authorized Government Representative	Signature	Date
Jeffrey Wards		1
Acting State Conservationist	I drew hard	3/13/15
Name and Title of Authorized Recipient Representative	Signature	Date
Name and Title of Additionized Recipient Representative	Signature	Date
	XI (r)	01-1-
	/XTT/ Sex	31512015
		01010

Steven Barry, Chairman

### NONDISCRIMINATION STATEMENT

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or a part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW., Washington, DC 20250-9410 or call (800) 795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.

# PRIVACY ACT STATEMENT

The above statements are made in accordance with the Privacy Act of 1974 (5 U.S.C. Section 522a).

Clerk of the Circuit Court Deputy Clerk

PAM CHILDERS

Approved as to form and legal sufficiency.

By/Title: Date:

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# ATTACHMENT A - STATEMENT OF WORK FOR AGREEMENT NO. 68-4209-15-155

### BETWEEN THE

# U.S. DEPARTMENT OF AGRICULTURE NATURAL RESOURCES CONSERVATION SERVICE

### AND THE

# ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

### I. AUTHORITY

- A. American Recovery and Reinvestment Act of 2009, Public Law 111-5, 123 Stat. 117; the Agricultural. Credit Act of 1978, Section 403, Public Law 95-334, 33 U.S.C 701B-1; Section 216 of the Flood Control. Act of 1950, Section 216, Public Law 81-516, 33 U.S.C 701b; Federal Agriculture Improvement and Reform Act of 1996, Title III, Part Subtitle H, Section 382, Public Law 104-127, 110 Stat. 1016, 16 U.S.C 2203.
- B. Code of Federal Regulations, Title 7: Agriculture, Part 624-Emergency Watershed Protection, paragraph 624.8(c) authorizes NRCS to enter into a cooperative agreement with a sponsor.

### II. PURPOSE

For purposes of this cooperative agreement, "Sponsor" refers to Name and State and is defined in 7 CFR 624.4(g) as: "Project sponsor means a State government or a State agency or a legal subdivision thereof, local unit of government, or any Native American tribe or tribal organization as defined in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450b), with a legal interest in or responsibility for the values threatened by a watershed emergency; is capable of obtaining necessary land rights; and is capable of carrying out any operation and maintenance responsibilities that may be required."

Under the Emergency Watershed Protection Program, NRCS is authorized to assist the Sponsor in relieving hazards created by natural disasters that cause a sudden impairment of a watershed. The purpose of the agreement is to install emergency watershed protection measures to relieve hazards and damages created by the 2014 April Panhandle Storm at sites identified in Section III of this statement of work (SOW).

The Catalog of Federal Domestic Assistance (CFDA) number for this project is 10.923.

# III. OBJECTIVES

NRCS and the Sponsor agree to install emergency watershed protection measures to relieve hazards to the sites identified below. It is agreed that the estimated eligible construction cost for this agreement is limited to \$3,012,461.00 for the following described works of improvement.

Site Name	Description	DSR No.
Gatewood Ditch	Remove sediment and debris and install concrete lined ditch and other necessary erosion control measures to prevent erosion and protect property.	ESC-APR14-001
Olive Road	Remove sediment and debris and install grade stabilization structure other necessary erosion control measures to prevent erosion and protect property.	ESC-APR14-002
Crescent Lake	Remove sediment and debris and repair breached dam and install necessary erosion control measures to prevent erosion and protect the dam.	ESC-APR14-003
Ten Mile Creek	Remove sediment and debris and install grade stabilization structure other necessary erosion control measures to prevent erosion and protect property.	APR14-ESC-004
Glyn Brock Gully	Remove sediment and debris and install grade stabilization structure other necessary erosion control measures to prevent erosion and protect property.	APR14-ESC-006
Addison Road	Remove sediment and debris and install grade stabilization structure other necessary erosion control measures to prevent erosion and protect property.	APR14-ESC-007
Swamphouse Road	Remove sediment and debris and install grade stabilization structure other necessary erosion control measures to prevent erosion and protect property.	APR14-ESC-008

The Sponsor will be reimbursed, from financial assistance funds, for *actual* eligible cost of constructing the works of improvement as described in Sections IV.A.3 and IV.B.2.

The Sponsor will be reimbursed, from technical assistance funds, for eligible in-kind technical services as described in Sections IV.A.8 and Section IV.B.3.

### IV. RESPONSIBILITIES OF THE PARTIES

### A. THE SPONSOR WILL:

1. Provide the following individuals as liaisons:

	Technical	Administrative
Name:	Chris Curb	Taylor Kirschenfeld
Address:	3363 West Park Place Pensacola, FL 32505	3363 West Park Place Pensacola, FL 32505
Telephone No.	850-595-3419	850-595-3449
Email Address:	cacurb@co.escambia.fl.us	jtkirsche@co.escambia.fl.us

The Sponsor Liaisons will work closely with the NRCS liaisons in carrying out the terms and conditions of the agreement. They will complete proper documents to ensure payment of funds by NRCS as requested to complete the objectives of the agreement and will be the representative for the Sponsor in all matters concerning this agreement.

- 2. Provide for accomplishment of the works of improvement described in Section III and provide for their completion by the date stated in Section VI of Attachment B General Terms and Conditions.
- 3. Provide 25% of the actual eligible construction cost, 100% of all ineligible construction costs, and 100% of all cost above the estimated eligible construction cost for the works of improvement described in Section III. Sponsor's 25% of the actual eligible construction may be in the form of cash, in-kind construction services, or a combination of both.

Eligible construction costs are included in the works of improvement as described in the approved Damage Survey Report (DSR) listed in Section III. Construction costs for work over, under, and through roadways are not eligible for reimbursement. Final construction items included in the works of improvement that are eligible construction costs will be agreed upon during the pre-design conference.

Actual eligible construction costs will consist of eligible construction costs from contracts awarded to contractors plus eligible Sponsor in-kind construction costs for materials, labor, and equipment. The Sponsor shall provide NRCS documentation to support all eligible construction costs.

Construction costs incurred prior to the Sponsor and NRCS signing this agreement are ineligible and will not be reimbursed.

4. Accomplish construction of the works of improvement by contracting, in-kind construction services, or a combination of both.

- 5. For contracts, provide NRCS a copy of any solicitation (Invitation for Bids, Request for Quotations, etc.), bid abstract, and awarded contract, or other basis of cost and accomplishment. Abstracts of bids shall be submitted to NRCS.
- 6. For in-kind construction services (materials, labor, and/or equipment supplied by the Sponsor), develop a Plan of Operation describing the construction services to be performed including estimated quantities and values. The Plan of Operation shall be submitted to NRCS for review and approval prior to commencement of construction. In-kind construction services for equipment shall not exceed published FEMA equipment rates unless otherwise documented and concurred in advance by NRCS.

The following documentation is required to support the Sponsor's request for reimbursement of in-kind construction services:

- a. Invoices covering actual costs of materials used in constructing the eligible works of improvement.
- b. Records documenting the type, quality, and quantities of materials actually used in constructing the eligible works of improvement.
- c. Daily time records for each employee showing name, classification, wage rate, hours, and dates actually employed for constructing the eligible works of improvement.
- d. Equipment operating records showing the type and size of equipment, hourly rate, actual hours of operation and dates used to install the eligible works of improvement. Equipment idle time is not eligible in-kind construction services, even if on the job site, and should not be included in the equipment operating records.
- 7. Projects completed using NRCS EWP Program funds are not eligible for FEMA reimbursement.
- 8. Provide in-kind technical services (survey the site, design the project, develop engineering plans and specifications, let and administer contracts, inspect eligible works of improvement performed, certify completed works of improvement, and prepare as-built drawings). Reimbursement amount for eligible Sponsor in-kind technical services will be as described in Section IV.B.2.
  - In-kind technical services costs incurred prior to the Sponsor and NRCS signing this agreement are ineligible and will not be reimbursed.
- 9. Acquire needed real property rights (land and water), permits, and licenses in accordance with local, state and Federal laws at no cost to NRCS. Provide certification (signed NRCS-ADS-78) that real property rights have been obtained for works of improvement described in Section III supported by an attorney's opinion attached thereto. Certification shall be provided to NRCS prior to

- solicitation for installation of the works of improvement. Costs related to landrights and permits are ineligible for reimbursement.
- 10. Accept all financial and other responsibility for excess costs resulting from their failure to obtain or their delay in obtaining adequate land and water rights, permits, and licenses needed for the works of improvement described in Section III.
- 11. Take reasonable and necessary actions, including legal action, if required, to dispose of any and all contractual and administrative issues arising out of the contract(s) awarded under this agreement to include but not be limited to, disputes, claims, protests of award, source evaluation, and litigation that may result from the project, and bringing suit to collect from the contractor any moneys due in connection with the contract. Any monies collected will be distributed to the parties in the same ratio as contributions are made.
- 12. Comply with all the requirements of the terms and conditions in Attachment B "General Terms and Conditions."
- 13. Within thirty (30) calendar days of signing the project agreement, hold a predesign conference with the Sponsor, Sponsor's design engineer, and NRCS. The design conference shall set forth design parameters concurred by both the Sponsor and NRCS. During the pre-design conference, NRCS will determine the eligible construction costs.
- 14. Within fourteen (14) calendar days of the pre-design conference submit to NRCS a schedule with time lines of major items to be completed. Milestones shall include, but not limited to, obtaining landrights, obtaining permits, completing any necessary surveys, completing draft engineering plans and specifications for NRCS review, completing final engineering plans and specifications, completing quality assurance plan, solicit bids, award contract, issue notice to proceed, and complete construction.
- 15. Prior to commencement of work and/or solicitation of bids, submit for NRCS review, the preliminary design, construction specifications, and engineering drawings prepared in accordance with standard engineering principles and design parameters set forth in the pre-design conference.
- 16. Upon receiving comments from NRCS, prepare the final design, construction specifications, and engineering drawings in accordance with standard engineering principles, design parameters set forth in the pre-design conference. One set of the final plans and specifications shall be submitted to NRCS for final review and concurrence prior to solicitation of bids and/or commencement of work. The final construction plans and specifications shall be signed and sealed by a licensed Professional Engineer registered in the State of Florida. A copy of the signed and seal plans and specifications shall be provided to NRCS.
- 17. Prior to commencement of work and/or solicitation of bids, submit for NRCS review and concurrence a Quality Assurance Plan (QAP). The QAP shall outline

technical and administrative expertise required to ensure the works of improvement are installed in accordance with the plans and specifications, identify individuals with the expertise, describe items to be inspected, list equipment required for inspection, outline the frequency and timing of inspection (continuous or periodic), outline inspection procedures, and record keeping requirements. A copy of the final QAP shall be provided to NRCS prior to commencement of construction.

- 18. Provide construction inspection in accordance with the QAP.
- 19. For structural works of improvement, prepare and submit for NRCS concurrence an Operation and Maintenance (O&M) Plan prior to commence of work. The O&M Plan shall describe the activities the Sponsor will do to ensure the project performs as designed. Upon completion of the works of improvement, the Sponsor shall assume responsibility for O&M.
- 20. Provide copies of site maps to appropriate Federal and State agencies for environmental review. Sponsor will notify NRCS of environmental clearance, modification of construction plans, or any unresolved concerns as well as copies of all permits, licenses, and other documents required by Federal, state, and local statutes and ordinances prior to solicitation for installation of the works of improvement. All modifications to the plans and specifications shall be reviewed and concurred on by NRCS.
- 21. Ensure that any special requirements for compliance with environmental and/or cultural resource laws are incorporated into the project.
- 22. Submit a brief progress report via e-mail to the NRCS EWP Program Manager and the NRCS Liaisons every two (2) weeks after the project agreement is signed by both parties. The report shall include, but not limited to, the progress of survey, design, procurement, construction, and current and anticipated progress of the project.
- 23. Ensure that all contracts for design and construction services will be procured in accordance with procedures prescribed in the Code of Florida and Federal regulations applicable to the Sponsor, including the provisions contained in Attachment B.
- 24. Arrange for and conduct final inspection of the works of improvement. The NRCS Technical Liaison, the Sponsor's Liaisons, and the Sponsor's design engineer shall participate in the final inspection. A Professional Engineer registered in the State of Florida furnished by the Sponsor shall certify that the project was installed in accordance with the plans and specifications.
- 25. If needed, upon completion of the works of improvement and the elimination of the threat, take action to bring the works of improvement up to reasonable standards by other means and/or authority. Unless the works of improvement are

brought up to reasonable standards, the sponsor will not be eligible for future funding under the EWP Program.

- 26. Provide final as-built drawings and quantities to NRCS. As-built drawings and quantities shall be certified by the Sponsor's engineer. The as-built drawings shall consist of the original construction drawings showing any changes or modifications made during construction.
- 27. Pay the contractor as provided in the contract(s).
- 28. Submit copies of billings for reimbursement to NRCS on Form SF-270, "Request for Advance or Reimbursement", on a monthly, but not less than quarterly (March, June, September, and December) basis to the NRCS Project Manager. Final payment request shall be submitted within thirty (30) calendar days of completion of the works of improvement. All requests for reimbursement shall include all appropriate and complete documentation to support the reimbursement request.

The required supporting documentation for reimbursement of construction costs include invoices and proof of payment to the contractor showing the items and quantities installed and certified by the engineer of record along with any supporting documentation such as quantity calculations, rock weight tickets, etc.

The required supporting documentation for reimbursement of in-kind construction expenses will include employee time sheets, employee hourly rate, equipment operating logs, equipment hourly rate, and material quantities and invoices.

The required documentation for reimbursement of in-kind technical services will be invoices and proof or payment to consultants and/or employee time sheets along with the employee's hourly rate, hours worked, and date work was performed.

29. Submit quarterly accrual reports for (a) the total cumulative construction services costs and (b) the total cumulative in-kind technical services costs incurred or will incur for the quarter requested for the eligible works of improvement described in Section III. The cumulative total value of work (construction services and in-kind technical services) includes the total of all payments previously paid and payments pending for work performed and estimated to be performed through the end of the quarter requested.

Quarterly Schedule
October 1 to December 31
January 1 to March 31
April 1 to June 30
July 1 to September 30

Quarterly Accrual Report Due Date
December 15
March 15
June 15
September 150

Submit the quarterly accrual reports to the NRCS Administrative Liaison identified Section IV.B.1 of this SOW.

- 30. Hold and save NRCS free from any and all claims or causes of action whatsoever resulting from the obligations undertaken by the Sponsor under this agreement or resulting from the work provided for in this agreement.
- 31. Retain all records dealing with the award and administration of contract(s) for three (3) years from the date of the sponsor's submission of the final Request for Reimbursement or until final audit findings have been resolved, whichever is longer. If any litigation is started before the expiration of the three (3) year period, the records are to be retained until the litigation is resolved or the end of the three (3) year period, whichever is longer. Make such records available to the Comptroller General of the United States or his or her duly authorized representative and accredited representatives of the U.S. Department of Agriculture or cognizant audit agency for the purpose of making audit, examination, excerpts, and transcripts.
- 32. Be responsible for all administrative expenses (including but shall not be limited to facilities, clerical expenses), and legal counsel necessary including the fees of such attorney or attorneys deemed necessary by NRCS to resolve any legal matters.
- 33. Requests for a time extension to the agreement, (if necessary), shall be submitted in writing no less than thirty (30) days prior to the expiration date of the agreement, specified in Section IV.A.2. A request for a time extension must be supported by
  - a. justification for the need of an extension and why it would be in the best interest of the government;
  - b. a statement documenting why the project was not completed on schedule,
  - c. a plan detailing how the project will be successfully completed if extended, and
  - d. a revised schedule (inclusive of dates) by work tasks through project completion.

Submit the written, signed request to the following individual.

Jesse Wilson Florida EWP Program Manager USDA-NRCS Florida State Office 2614 NW 43rd Street Gainesville, Florida 32606

In lieu of mailing the justification, it can be emailed to Jesse Wilson at jesse.wilson@fl.usda.gov

34. Complete all required work under this agreement including, but not limited to, construction of works of improvement, final inspection, payment to all contractors, submissions of as-built drawings, and certification of final quantities.

### B. NRCS WILL:

1. Provide the following individuals as liaisons:

	Technical - Project Manager	Administrative
Name:	Sandy Means	Georgia Welton
Address:	4155 Hollis Drive Marianna, FL 32448	501 W. Felix St. Bldg.23 Fort Worth, TX 76115
Telephone No.	(850) 482-2002 Ext. 105	(817) 509-3520
Email Address:	Sandy.Means@fl.usda.gov	georgia.welton@ftw.usda.gov

- 2. The Project Manager will represent NRCS on Section IV.B, Items 4, 5, 6, 7, 9, and 10 and Section IV.C, Items 3, 4, and 9.
- 3. Reimburse the Sponsor for 75 percent of the *actual* eligible construction cost of constructing the works of improvement described in Section III and computed as described in IV.B.3. NRCS will reimburse *actual* eligible cost of constructing from financial assistance funds up to a maximum of \$2,259,345.75 (limited to 75% of \$3,012,461.00).
- 4. Reimburse the Sponsor for eligible in-kind technical services not to exceed 7.5 percent of the *actual* eligible construction cost for constructing the works of improvement described in Section III and defined in Section IV.A.8. NRCS will reimburse in-kind technical services from technical assistance funds up to a maximum of \$225,934.58 (limited to 7.5% of \$3,012,461.00).
- 5. Assist Sponsor and Sponsor's engineer in establishing design parameters and approve as set forth in Section IV.A.13.
- 6. Determine eligible construction costs during the pre-design conference as set forth in Section IVI.A.13.
- 7. Review, comment and concur preliminary and final plans, specifications, O&M Plan, Plan of Operation (if required) and QAP as described in Sections IV.A, Items 6, 15, 16, 17, and 19.
- 8. Review abstracts of bids and provide comments to Sponsor prior to award.
- 9. Not be substantially involved with the technical or contractual administration of this agreement, but will provide advice and counsel as needed.
- 10. Make periodic site visits during the installation of the works improvement to review construction progress, document conformance to engineering plans and specifications, and provide any necessary clarification on the Sponsor's responsibility as set forth in Section IV.A.

- 11. Upon notification of the completion of the works of improvement described in Section III, NRCS shall promptly review the performance of the Sponsor to determine if the requirements of this agreement and fund expenditures as agreed have been met.
- 12. Upon receipt and approval of Form SF-270, "Request for Advance or Reimbursement" and supporting documentation, make payment to the Sponsor for NRCS's share of the eligible costs.

### C. IT IS MUTUALLY AGREED:

- 1. This agreement shall become null and void one hundred and eighty (180) calendar days after the date NRCS has signed and executed this agreement if a solicitation for bids has not been publicly advertised or a contract has not been awarded.
- 2. This agreement shall be effective upon signature by NRCS. All work required under this agreement shall be completed in accordance with this agreement. No work shall be performed prior to receiving a fully executed agreement. Any work performed prior to receiving a fully executed agreement is not eligible for reimbursement. Any change in the effective dates of this agreement must be by written amendment and signed by the Sponsor and NRCS <u>prior</u> to the expiration date.
- 3. That each party shall review, comment, and concur with the engineering drawings, construction specifications, Plan of Operation (if required), O&M plan, and QAP as described in Sections IV.A Items 15, 16, 17, and 19 of this agreement.
- 4. Upon notification from the Sponsor of the completion of construction, NRCS shall promptly review the performance of the Sponsor to determine if the requirements of this agreement have been met.
- Payment under this agreement will be by electronic funds transfer (EFT)
  procedures in accordance with 31 CFR 208. EFT procedures will comply with
  USDA National Finance Center (NFC) requirements.
- 6. The furnishing of financial and other assistance by NRCS is contingent on the availability of funds appropriated by Congress from which payment may be made and shall not obligate NRCS upon failure of the Congress to appropriate funds.
- 7. NRCS may terminate this agreement in whole or in part when it is determined by NRCS that the Sponsors have failed to comply with any of the conditions of this agreement. NRCS shall promptly notify the Sponsor in writing of the determination and reasons for the termination, together with the effective date. Payments or recoveries made by NRCS under this termination shall be in accordance with the legal rights and liabilities of NRCS and the Sponsors.

- 8. This agreement may be temporarily suspended by NRCS if it determines that corrective action by the Sponsor is needed to meet the provisions of this agreement. Further, NRCS may suspend this agreement when it is evident that a termination is pending.
- If agreed to by the NRCS and Sponsor's Project Manager, adjustments may be made to and between individual DSR costs without amending this agreement as long as the total estimated eligible construction costs described in III of this SOW is not exceeded.
- 10. This agreement may be executed in any number of counterparts and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Receipt of a facsimile signature (followed promptly by an original executed counterpart) shall be deemed receipt of an original.
- 11. By signing this agreement the recipient assures the Department of Agriculture that the program or activities provided for under this agreement will be conducted in compliance with all applicable Federal civil rights laws, rules, regulations, and policies.
- 12. Employees of NRCS shall participate in efforts under this agreement solely as representatives of the NRCS. To this end, they shall not participate as directors, officers, employees, or otherwise serve or hold themselves out as representatives of the Sponsor or any member of the Sponsor. They also shall not assist the Sponsor or any member the Sponsor with efforts to lobby Congress, or to raise money through fundraising efforts. Further, NRCS employees shall report to their immediate supervisor any negotiations with the Sponsor, or any member of the Sponsor, concerning future employment and shall refrain from participation in efforts regarding such party until approved by the Agency.
  - 13. Employees of the Sponsor shall remain its employees while carrying out their duties under this agreement and shall not be considered as Federal employees or agents of the United States for any purpose under this agreement.

# V. EXPECTED ACCOMPLISHMENTS AND DELIVERABLES

The following accomplishments and deliverable will be provided to NRCS.

- 1. Completion of the technical requirements for each site as identified in Section III.
- 2. One copy of the final engineering plans, specifications signed and sealed by a licensed professional engineer for sites identified in Section III.
- 3. Signed NRCS-ADS-78 supported by an attorney's opinion.
- 4. One copy of the construction bid package with engineer's cost estimate.
- 5. One copy of the quality assurance plan.

- 6. One copy of the operation and maintenance plan.
- 7. Certification that the project was installed in accordance with the plans and specifications.
- 8. As-built drawings of final construction sign by a licensed professional engineer within 30 days of completion of construction.
- 9. Quantities of the units of work applied for each site within 30 days of completion of construction.

### VI PERIOD OF PERFORMANCE

The period of performance for this agreement begins on the date of the last signature of all parties and will end 220 calendar days from the date of the last signature of all parties. Notice to proceed will become effective upon date of final signature of all parties. All construction work associated with this agreement will be completed no later than 220 calendar days from the date of the last signature.

This agreement shall become null and void 120 calendar days after the date NRCS has executed this agreement if a contract has not been awarded or work has not commenced. Any funds not obligated by the Sponsor during the funding period will revert to NRCS upon the expiration or termination of this funding period.

# VII. RESOURCES REQUIRED

## A. Recipient:

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- Technical personnel to develop technically sound and feasible solutions to restore the sites and develop engineering plans and specifications and equipment and personnel to provide construction inspection.
- Administrative personnel to provided contracting services and/or procurement of items/services needed to implement the agreement, obtain landrights, and other administrative requirements identified in the agreement.
- Office space and associated office equipment to prepare reports, prepare payments requests, etc.
- Equipment and personnel if identified in a Plan of Operation for force accounts.

### B. NRCS

• Technical and administrative personnel to provided assistance to support the implementation of the agreement.

### VIII. MILESTONES

Milestones shall include, but not limited to, the following items:

- 1. Pre-construction design conference within 30 days of signing agreement.
- 2. Submit to NRCS a schedule with time lines of major items to be completed within 14 times of the pre-design conference.
- 3. Acquire needed real property rights and permits (signed NRCS-ADS-78 supported by an attorney's opinion) prior to start of construction.
- 4. Obtaining permits.
- 5. Completing any necessary surveys.
- 6. Completing draft engineering plans and specifications for NRCS review.
- 7. Completing final engineering plans and specifications.
- 8. Completing quality assurance plan.
- 9. Solicit bids.
- 10. Award contract.
- 11. Issue notice to proceed.
- 12. Complete construction by the date as specified in Section IV.2

# NATURAL RESOURCES CONSERVATION SERVICE U.S. DEPARTMENT OF AGRICULTURE

### ATTACHMENT B - GENERAL TERMS AND CONDITIONS

### I. APPLICABLE REGULATIONS

- a. The recipient, and recipients of any subawards under this award, agree to comply with the following regulations, as applicable. (The full text of Code of Federal Regulations references may be found at <a href="http://www.access.gpo.gov/nara/cfr/cfr-table-search.html#pagel">http://www.access.gpo.gov/nara/cfr/cfr-table-search.html#pagel</a> and <a href="http://www.ecfr.gov/cgi-bin/text-idx?SID=b5822062c34bd3c5d5fd29ca42cd080e&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl">http://www.ecfr.gov/cgi-bin/text-idx?SID=b5822062c34bd3c5d5fd29ca42cd080e&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl</a>
  - (1) 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, And Audit Requirements for Federal Awards"
  - (2) 7 CFR Part 3017, "Governmentwide Debarment and Suspension (Nonprocurement)"
  - (3) 7 CFR Part 3018, "New Restrictions on Lobbying"
  - (4) 7 CFR Part 3021, "Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)"
  - (5) 2 CFR Part 25, "Universal Identifier and Central Contractor Registration"
  - (6) 2 CFR Part 170 "Reporting Subaward and Executive Compensation Information"
- b. The recipient, and recipients of any subawards under this award, assures and certifies that it will comply with the following regulations, as applicable. (The full text of Code of Federal Regulations references may be found at <a href="http://www.access.gpo.gov/nara/cfr/cfr-table-search.html#pagel">http://www.access.gpo.gov/nara/cfr/cfr-table-search.html#pagel</a>.)
  - (1) 7 CFR Part 3017, "Governmentwide Debarment and Suspension (Nonprocurement)"
  - (2) 7 CFR Part 3018, "New Restrictions on Lobbying"
  - (3) 7 CFR Part 3021, "Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)"
  - (4) 7 CFR Part 3052, "Audits of States, Local Governments, and Nonprofit Organizations"
  - (5) Public Law 109-282, "Federal Funding Accountability and Transparency Act of 2006"
  - (6) 2 CFR Section 175, "Award Term for Trafficking in Persons"
- c. Allowable project costs will be determined in accordance with the authorizing statute, the purpose of the award, and to the extent applicable to the type of organizations receiving the award, regardless of tier. The following portions of the Code of Federal Regulations are hereby incorporated by reference (the full text of Code of Federal Regulations references may be found at <a href="http://www.access.gpo.gov/nara/cfr/cfr-table-search.html#pagel">http://www.access.gpo.gov/nara/cfr/cfr-table-search.html#pagel</a> and <a href="http://www.ecfr.gov/cgi-bin/text-">http://www.ecfr.gov/cgi-bin/text-</a>

idx?SID=b5822062c34bd3c5d5fd29ca42cd080e&tpl=/ecfrbrowse/Title02/2cfr200 m ain 02.tpl):

- (1) 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles And Audit Requirements For Federal Awards"
- (2) 48 CFR Part 31, "Contract Cost Principles and Procedures"

### II. UNALLOWABLE COSTS

The following costs are not allowed:

- a. Costs above the amount authorized for the project
- Costs incurred after the expiration of the award including any no-cost extensions of time
- c. Costs that lie outside the scope of the approved project and any amendments thereto
- d. Compensation for injuries to persons or damage to property arising from project activities

This list is not exhaustive. Questions about the allowability of particular items of costs should be directed to the NRCS administrative contact identified in the award.

#### III. CONFIDENTIALITY

- a. Activities performed under this award may involve access to confidential and potentially sensitive information about governmental and landowner issues. The term "confidential information" means proprietary information or data of a personal nature about an individual, or information or data submitted by or pertaining to an organization. This information must not be disclosed without the prior written consent of NRCS.
- b. The recipient's personnel will follow the rules and procedures of disclosure set forth in the Privacy Act of 1974, 5 U.S.C. Section 552a, and implementing regulations and policies with respect to systems of records determined to be subject to the Privacy Act. The recipient's personnel must also comply with privacy of personal information relating to natural resources conservation programs in accordance with section 1244 of Title II of the Farm Security and Rural Investment Act of 2002 (Public Law 107-171).

### IV. PRIOR APPROVAL REQUIREMENTS

The following are the most common situations requiring prior approval. However, the recipient is also bound by any other prior approval requirements of the applicable administrative provisions and Federal cost principles.

a. Purpose or Deliverables.—When it is necessary for the recipient to modify the purpose or deliverables, the recipient must submit a written request and justification

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for the change along with the revised purpose or deliverables of the award to the NRCS administrative contact. The request should contain the following:

- 1. Grant or agreement number
- 2. Narrative explaining the requested modification to the project purpose or deliverables
- 3. A description of the revised purpose or deliverables
- 4. Signatures of the authorized representative, project director, or both
- b. Subcontractual Arrangement.—The recipient must submit a justification for the proposed subcontractual arrangements, a statement of work to be performed, and a detailed budget for the subcontract to the NRCS administrative contact. Subcontractual arrangements disclosed in the application do not require additional postaward approval.
- c. Absence or Change in Project Leadership.—When a project director or the person responsible for the direction or management of the project—
  - 1. Relinquishes active direction of the project for more than 3 consecutive months or has a 25 percent or more reduction in time devoted to the project, the grantee must notify the NRCS administrative contact in writing, identifying who will be in charge during the project director's absence. The notification must include the qualifications and the signature of the replacement, signifying his or her willingness to serve on the project.
  - 2. Severs his or her affiliation with the grantee, the grantee's options include
    - i. Replacing the project director. The grantee must request written approval of the replacement from the NRCS administrative contact and must include the qualifications and the signature of the replacement signifying his or her willingness to serve on the project.
    - ii. Subcontracting to the former project director's new organization. The grantee must request approval from the administrative contact to replace the project manager and retain the award, and to subcontract to the former project director's new organization certain portions of the project to be completed by the former project director.
    - iii. Relinquishing the award. The grantee must submit to the NRCS administrative contact a signed letter by the grantee and the project director that indicates that the grantee is relinquishing the award. The letter must include the date the project director is leaving and a summary of progress to date. A final Standard Form (SF) 425 reflecting the total amount of funds spent by the recipient must be attached to the letter.
  - 3. Transfers the award to his or her new organization, the authorized organization's representative at the new organization must submit the following to the NRCS administrative contact as soon as the transfer date is firm and the amount of funds to be transferred is known:

- i. The forms and certifications included in the application package
- ii. A project summary and work statement covering the work to be completed under the project (deliverables and objectives must be the same as those outlined in the approved proposal)
- iii. An updated qualifications statement for the project director showing his or her new organizational affiliation
- iv. Any cost-sharing requirements under the original award transfer to the new institution; therefore, cost-sharing information must be included in the proposal from the new organization

**Note:** The transfer of an award from one organization to another can take up to 90 days to accomplish, which may result in a delay in the project director resuming the project at the new organization.

- d. Budget Revisions.—Budget revisions will be in accordance with 2 CFR Part 200.308.
- e. No-Cost Extensions of Time.—When a no-cost extension of time is required, the recipient must submit a written request to the NRCS administrative contact no later than 30 days before the expiration date of the award. The request must contain the following:
  - The length of additional time required to complete the project and a justification for the extension
  - A summary of progress to date
  - An estimate of funds expected to remain unobligated on the scheduled expiration date
  - A projected timetable to complete the portions of the project for which the extension is being requested
  - Signature of the grantee and the project director
  - A status of cost sharing to date (if applicable)

**Note:** An extension will not exceed 12 months. Only in exceptional cases will more than one extension be granted. Requests for no-cost extensions received after the expiration of the award will not be granted.

### V. PAYMENTS

a. Payment by NRCS to the entity will be made monthly or quarterly (whichever is mutually agreed upon by both parties) on a reimbursable or advanced basis upon completion of work outlined herein. Payment will be executed upon the submission of a properly executed form SF-270. The SF-270 must cite the agreement number, remittance address, and billing period. The SF-270 must be sent to the NRCS administrative contact at the address identified in block 8 of the Notice of Grant/Agreement Award.

- b. Unless otherwise specified in the award, the recipient must receive payments through electronic funds transfers.
- c. Recipients requesting advances should request payments in amounts necessary to meet their current needs pursuant to procedures contained in the Federal administrative provisions and 31 CFR Part 205.
- d. The method of payment between the recipient and its contractors will be in accordance with the policies and procedures established by the recipient except that the contractors may not use the USDA Office of Financial Management/National Finance Center method to request payments. If the grantee makes advance payments to contractors, the grantee must ensure that the timing of such payments is designed to minimize elapsed time between the advance payment and the disbursement of funds. Payment requests from the grantee's contractors will not be sent to NRCS for review or approval.
- e. Accounting records for all costs incurred under this award must be supported by source documentation. Such documentation includes, but is not limited to, canceled checks, paid bills, payroll records, and subcontract award documents. Labor cost charges to this award must be based upon salaries actually earned and the time actually worked on this award. All project costs must be incurred within the approved project period of this award, including any approved no-cost extension of time. Costs that cannot be supported by source documentation or that are incurred outside of the approved project period and budget may be disallowed and may result in award funds being returned to the Federal Government by the recipient.

#### VI. FINANCIAL REPORTING

a. Recipients must submit a Federal Financial Report (FFR), SF 425 and 425A, in accordance with the following schedule (recipients may download the applicable form at http://www.forms.gov):

Quarterly Schedule	Report Due Date
October 1 to December 31	January 31
January 1 to March 31	April 30
April 1 to June 30	July 30
July 1 to September 30	October 30

Reports must be submitted on an accrual accounting basis. Failure to submit reports in accordance with the above schedule may result in suspension or termination of award.

b. A final Report must be submitted no later than 90 days after the completion of the award. For final FFRs, reporting end date must be the end date of the project or agreement period. The reports should be submitted to the NRCS administrative contact identified in award notifications.

### VII. PERFORMANCE MONITORING AND REPORTING

- a. The recipient is responsible for monitoring day-to-day performance and for reporting to NRCS. If the project involves subcontractual arrangements, the recipient is also responsible for monitoring the performance of project activities under those arrangements to ensure that approved goals and schedules are met.
- b. Every 6 months the recipient must submit a written progress report. Each report must cover—
  - 1. A comparison of actual accomplishments with the goals and objectives established for the reporting period and, where project output can be quantified, a computation of the costs per unit of output.
  - 2. The reasons why goals and objectives were not met, if appropriate.
  - 3. Additional pertinent information including, where appropriate, analysis and explanation of cost overruns or high unit cost.
- c. The recipient must submit a final performance report within 90 days after completion of project.

### VIII. SPECIAL PROVISIONS

- a. The recipient assures and certifies that it will comply with the minimum-wage and maximum-hour provisions of the Federal Fair Labor Standards Act.
- b. Employees of NRCS will participate in efforts under this agreement solely as representatives of the United States. To this end, they may not participate as directors, officers, employees, or otherwise serve or hold themselves out as representatives of the recipient. They also may not assist the recipient with efforts to lobby Congress or to raise money through fundraising efforts. Further, NRCS employees must report to their immediate supervisor any negotiations with the recipient concerning future employment and must refrain from participation in efforts regarding such parties until approved by the agency.
- c. Employees of the recipient will not be considered Federal employees or agents of the United States for any purposes under this agreement.

# IX. PATENTS, INVENTIONS, COPYRIGHTS, AND ACKNOWLEDGMENT OF SUPPORT AND DISCLAIMER

a. Allocation of rights of patents, inventions, and copyrights must be in accordance with 2 CFR Part 200.315. This regulation provides that small businesses normally may retain the principal worldwide patent rights to any invention developed with USDA support. b. In accordance with 37 CFR Section 401.14, each subject invention must be disclosed to the Federal agency within 2 months after the inventor discloses it in writing to contractor personnel responsible for patent matters. Invention disclosure statements pursuant to 37 CFR Section 401.14(c) must be made in writing to:

Acquisitions Division Grants and Agreements Team 1400 Independence Avenue, SW. Room 6823 South Building Washington, DC 20250

- c. USDA receives a royalty-free license for Federal Government use, reserves the right to require the patentee to license others in certain circumstances, and requires that anyone exclusively licensed to sell the invention in the United States must manufacture it domestically.
- d. The following acknowledgment of NRCS support must appear in the publication of any material, whether copyrighted or not, and any products in electronic formats (World Wide Web pages, computer programs, etc.) that is substantially based upon or developed under this award:
  - "This material is based upon work supported by the Natural Resources Conservation Service, U.S. Department of Agriculture, under number [recipient should enter the applicable award number here]."

In addition, all publications and other materials, except scientific articles or papers published in scientific journals, must include the following statement:

• "Any opinions, findings, conclusions, or recommendations expressed in this publication are those of the author(s) and do not necessarily reflect the views of the U.S. Department of Agriculture."

The recipient is responsible for ensuring that an acknowledgment of NRCS is made during news media interviews, including popular media such as radio, television, and news magazines, that discuss in a substantial way work funded by this award.

### X. COST-SHARING REQUIREMENTS

- a. If the award has specific cost-sharing requirements, the cost-sharing participation in other projects may not be counted toward meeting the specific cost-share requirement of this award, and must come from non-Federal sources unless otherwise stated in the applicable program announcement.
- b. Should the recipient become aware that it may be unable to provide the cost-sharing amount identified in this award, it must—
  - 1. Immediately notify the NRCS administrative contact of the situation.
  - 2. Specify the steps it plans to take to secure replacement cost sharing.
  - 3. Indicate the plans to either continue or phase out the project in the absence of cost sharing.

- c. If NRCS agrees to the organization's proposed plans, the recipient will be notified accordingly. If the organization's plans are not acceptable to NRCS, the award may be subject to termination. NRCS modifications to proposed cost sharing revisions are made on a case-by-case basis.
- d. Failure by the recipient to notify NRCS in accordance with paragraph (b) above may result in the disallowance of some or all the costs charged to the award, the subsequent recovery by NRCS of some of the NRCS funds provided under the award, and possible termination of the award, and may constitute a violation of the terms and conditions of the award so serious as to provide grounds for subsequent suspension or debarment.
- e. The recipient must maintain records of all project costs that are claimed by the recipient as cost sharing as well records of costs to be paid by NRCS. If the recipient's cost participation includes in-kind contributions, the basis for determining the valuation for volunteer services and donated property must be documented.

#### XI. PROGRAM INCOME

Income derived from patents, inventions, or copyrights will be disposed of in accordance with the recipient's own policies. General program income earned under this award during the period of NRCS support must be added to total project funds and used to further the purpose and scope of this award or the legislation under which this award is made.

### XII. NONEXPENDABLE EQUIPMENT

Recipients purchasing equipment or products with funds provided under this award are encouraged to use such funds to purchase only American-made equipment and products. Title to nonexpendable equipment purchased with award funds will vest in the recipient upon completion of the award project and acceptance by NRCS of required final reports. When equipment is no longer needed by the recipient and the per-unit fair market value is less than \$5,000, the recipient may retain, sell, or dispose of the equipment with no further obligation to NRCS. However, if the per-unit fair market value is \$5,000 or more, the recipient must submit a written request to the NRCS administrative contact for disposition instructions.

### XIII. LIMIT OF FEDERAL LIABILITY

The maximum financial obligation of NRCS to the recipient is the amount of funds indicated in the award as obligated by NRCS. However, in the event that an erroneous amount is stated on the approved budget, or any supporting document relating to the award, NRCS will have the unilateral right to make the correction and to make an appropriate adjustment in the NRCS share of the award to align with the Federal amount authorized.

# XIV. MODIFICATIONS AND TERMINATIONS

NRCS may amend or modify the award through an exchange of correspondence between authorized officials of the recipient and NRCS. The award is subject to termination if NRCS determines that the recipient has failed to comply with the terms and conditions of the award. In the event that the award is terminated, the financial obligations of the parties will be those set forth in 2 CFR Part 200.339.

# XV. AWARD CLOSEOUT

Award closeout is the process by which NRCS determines that all required project activities have been performed satisfactorily and all necessary administrative actions have been completed.



# EMERGENCY WATERSHED PROTECTION PROGRAM FLORIDA NRCS

# **Sponsor's EWP Guide**



May 2013

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Individuals who are deaf, hard of hearing or have speech disabilities and you wish to file either an EEO or program complaint please contact USDA through the Federal Relay Service at (800) 877-8339 or (800) 845-6136 (in Spanish).

Persons with disabilities who wish to file a program complaint, please see information above on how to contact us by mail directly or by email. If you require alternative means of communication for program information (e.g., Braille, large print, audiotape, etc.) please contact USDA's TARGET Center at (202) 720-2600 (voice and TDD).

# USDA - NATURAL RESOURCES CONSERVATION SERVICE EMERGENCY WATERSHED PROTECTION (EWP) PROGRAM

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### Introduction

The USDA Natural Resources Conservation Service (NRCS) is authorized under Section 216 of Public Law 81-516, Section 403 of Title IV of the Agricultural Credit Act of 1978, Public Law 95-334, and Section 382, Title III, of the 1996 Farm Bill PL 104-127 to provide technical and financial assistance for emergency watershed protection. Codified rules for administration of the Emergency Watershed Protection (EWP) program are set forth in 7 CFR 624. Emergency watershed protection consists of measures to reduce hazards to life and property from natural disasters such as floods, drought, and the products of excessive runoff or erosion on any watershed impaired by a natural occurrence.

Financial and technical assistance may be made available through the EWP program when a watershed emergency is determined to exist by the NRCS State Conservationist (STC). Assistance is available to those public or private landowners, land managers, land users, or others who have a legal interest in, or responsibility for the properties threatened by a watershed emergency. Persons or entities must have exhausted or have insufficient funds or other resources available to provide adequate relief from the applicable hazards and install measures to protect life, homes, businesses, and other properties from further damage of subsequent storms.

Natural disasters include hurricanes, floods, fires, wind storms, earthquakes, and drought. Measures eligible for assistance include repairing existing water control structures, removing debris and sediment from channels, establishing vegetative cover, controlling gullies, and protecting stream and canal banks.

This document is intended to provide an overview of the EWP program and answer many frequently asked questions. Additional information may be obtained from the NRCS web site <a href="http://www.nrcs.usda.gov/wps/portal/nrcs/main/national/programs/financial/ewp">http://www.nrcs.usda.gov/wps/portal/nrcs/main/national/programs/financial/ewp</a>.

# **Emergency Watershed Protection Program**

### Definition

The EWP program is used to provide both technical and financial assistance to communities whose watersheds have been impaired by natural disasters. Typical disasters include floods, wildfires, tropical storms, hurricanes, tornadoes, and drought. The EWP program is used to restore the impaired watershed(s) to a stable hydrologic function following a natural disaster. The EWP program cannot be used for general maintenance of stream banks and other structures, or for long-term flood control.

All applicable Federal, state, and local laws, rules and regulations must be adhered to while carrying out emergency watershed protection measures.

## Declaration of an Emergency

NRCS may be involved in two (2) different types of emergencies:

- Presidentially Declared Disaster
- Local Disaster

Through Public Law 93-288, the President of the United States can declare an area a "major disaster area." When a Presidentially declared disaster occurs, the Federal Emergency Management Agency (FEMA) is responsible for coordinating all disaster activities. EWP program assistance may be provided if the NRCS STC determines the EWP program is applicable.

In the absence of a Presidentially declared disaster and when local conditions warrant, the NRCS STC may declare a "local" emergency and, pending funding, provide assistance to requesting sponsors under the EWP program. FEMA is usually not involved in recovery activities for local disasters, creating a greater coordination role for NRCS.

The EWP program can be used whenever a natural disaster creates a sudden watershed impairment that is a threat to life and/or property. Normal rainfall events and required maintenance activities do not meet these criteria. The term "property" applies to significant infrastructures such as dwellings, office buildings, utilities, bridges, and roads. Land is not defined as property for the EWP program.

Funding for the EWP program is not a budgeted line item for NRCS. Funding for this program is in the form of supplemental appropriations from Congress on an as needed and available basis. Therefore, funding to carry out this program is never guaranteed to be available at all times.

# Types of Emergencies

There are two (2) categories of emergency work within the EWP program:

- Exigency and
- Non-exigency

Exigencies are emergency situations that require an immediate response (1 to 10 days) to protect against an imminent threat to life and/or property. An "imminent threat" is present when there is the potential for a subsequent natural event of the same intensity or less that will cause significant damage to property and/or threaten human life.

All other situations are termed "non-exigencies" and should be completed within two hundred and twenty (220) days from the date Florida NRCS receives EWP funding.

# **Eligible Sponsors**

EWP assistance must be administered through an eligible project sponsor. A project sponsor is any legal subdivision of a State government or a State agency, including, cities, counties, towns, municipal authorities, Soil and Water Conservation Districts, Chapter 298 Districts, Native American Tribe or Tribal organization as defined in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. section 450b), etc.

A project sponsor must have a legal interest in, or responsibility for, the areas threatened by a watershed emergency, be capable of obtaining necessary land rights and required permits, be capable of performing all required operation and maintenance (O&M) responsibilities, and administer contracting when part of a locally led contract.

#### **Financial Assistance**

NRCS provides financial assistance up to 75 percent of the construction costs for installing eligible emergency measures to protect lives and property. Sponsors are responsible for providing their 25 percent cost-share, obtaining the necessary permits and landrights, developing construction plans and specifications, contracting for installing the work, and providing for the operation and maintenance of completed emergency measures.

Counties/communities that have depressed economies are referred to as "limited resource areas" may be eligible for 90 percent of the eligible construction costs to complete the project. To be considered a limited resource area, the county must meet all three of the following criteria:

- Average housing values must be less than 75 percent of the state average housing value;
- Per capita income must be 75 percent or less than the median income for the nation; and
- Unemployment rate must be twice the U.S. average over the past three years.

### **Applying for EWP Assistance**

Sponsors applying for EWP assistance must be entities of state, local or Tribal government.

Following a natural disaster, if a sponsor believes they are eligible for EWP assistance, the following steps will be used for requesting assistance.

- Sponsor submits a formal request to the NRCS STC for EWP assistance, within 10 days for exigency sites and within 60 days for non-exigency sites. See Appendix A for sample letter of request.
- NRCS field staff will contact the sponsor to set up a schedule to review the sites.
- NRCS and the sponsor will complete a damage survey report (DSR) for each site damaged from natural disasters. Sponsors will determine priorities for emergency assistance and coordinate work with other Federal and local agencies. See Appendix C for a copy of a DSR.
- Completed DSRs will be transmitted by NRCS field staff to the Florida NRCS EWP PM for review and determination of eligibility within sixty (60) calendar days of the sponsor's request for assistance.
- NRCS will request funding for approved eligible sites.
- Upon receipt of funding, NRCS will enter into an agreement with the sponsor to repair eligible sites approved for funding.

# **Damage Survey Reports**

The Damage Survey Report (DSR) is used to document damage caused by a natural disaster, repair methods, and costs required to correct the problem. It is important to complete the DSR as completely and accurately as possible since it is the document used to determine eligibility and justify the expenditure of EWP funds. The costs and benefits computed for the DSR are estimates; however, they should be reasonable and based on the best professional judgment. It is

not expected that an excessive amount of time be expended completing the DSR. Generally, a majority of the DSR can be completed on-site based on conditions observed and with minimal surveys and other measurements.

For a site to be eligible for EWP program assistance, all of the following questions must be answered YES:

- 1. Damage was the result of a natural disaster (e.g. damage to structures residential or commercial, infrastructure, etc.)?
- 2. Recovery measures would be for runoff retardation or soil erosion prevention? (e.g. erosion damage to canal banks, roads, sediment blocking drainage, etc.; potential for increased erosion damages due to lack of groundcover).
- 3. Threat to life and/or property?
- 4. Event caused a sudden impairment to the watershed?
- 5. For structural repairs, the site has not been repaired twice within the last ten years?
- 6. Economic, environmental, and social documentation adequate to warrant action?
- 7. Proposed action technically sound?

Work must not begin before the execution of an agreement with NRCS.

See Appendix C for a copy of a DSR and instructions for completing the DSR.

# **Contracting for Works of Improvement**

The contracting mechanism used for implementing EWP recovery efforts in Florida will be through a project agreement between the sponsor and NRCS. NRCS will provide the funding and technical and administrative support to the sponsors. The sponsor will be responsible for managing the planning, design, contracting, installation and certification of approved eligible measures within the allotted time frame.

Sponsors must meet the criteria in the National Contracts, Grants, and Cooperative Agreement Manual Procurement Standards giving special attention to Parts 510.31 through 510.34 and 510.50. Sponsors must have a financial management system in place that meets requirements of 7 CFR 3016.20. In addition, sponsors must have procurement standards in place to meet the requirements of 7 CFR 3016.36. Appendix D contains the Administrative Readiness Questionnaire and may help to determine if a potential sponsor is adequately prepared to administer EWP funds. The NRCS Contracting Officer can provide assistance in determining whether or not a sponsor meets these requirements.

If a sponsor is not adequately equipped to directly administer EWP funds, they must retain the services of an organization with those capabilities for their assistance in administering EWP funds.

As soon as Florida NRCS has been notified that EWP funds are available, NRCS will prepare a project agreement for the sponsor's signature. The project agreement obligates funds for the

repair and establishes the time period (220 days for non-exigency and 10 days for exigency projects). The time starts as soon as Florida NRCS receives EWP funds for the event.

During performance of the project agreement, NRCS will appoint a Project Manager to provide assistance. The sponsor will administer the project with minimal agency collaboration, participation, or intervention as long as it is performed in accordance with the terms of the project agreement. NRCS oversight will include the following:

- Review and concurrence of recipient construction plans and specification prior to award.
- Normal Federal management during the project such as site visits, performance reports, financial reporting, and audits to ensure that standards, objectives, terms, and conditions of the project are accomplished.
- General statutory requirements agreed to in advance of the award such as civil rights, environmental protection, and provisions for the handicapped.
- Review of performance after completion.
- Involvement to correct deficiencies in project or financial performance in accordance with the terms of the agreement.

There are two (2) types of agreements used for EWP in Florida

- Locally Led Contracting (see Appendix E) and
- Force Account (see Appendix F).

In both type of agreements, the sponsor will be responsible for completing the survey, designs, engineering plans and specifications, contracting, and construction inspection.

# Locally Led Contracting

The sponsor awards and administers the construction contract using applicable state, local and Federal laws and regulations. The sponsor completes a solicitation package notifying interested bidders. The sponsor will also conduct a site showing, issue amendments, conduct the bid opening, abstract the bids, evaluate the apparent low bidder, award the contract, obtain applicable bonds, issue notice to proceed and administer the contract.

# Force Account Agreement

Sponsor will complete the work with their own equipment, work force and supervisory personnel, and be experienced in doing this type of work. In some cases equipment may be rented, with or without operators, to supplement their own work force. An agreement and plan of work will be negotiated and signed prior to the sponsor beginning work. NRCS will reimburse 75 percent of the cost of construction. The sponsor is responsible for 100 percent of the cost of technical services. The sponsor is required to keep detailed reports of expenses incurred to support their requests for reimbursement.

### **Supporting Documentation**

EWP sponsors are subject to provisions of the Single Audit Act (OMB Circular A-128, April 12, 1985). Files should be maintained on each EWP funded agreement for a period of three years after the project is completed. If the project is the object of litigation that begins before the end of the three-year period, records will need to be maintained until the end of the litigation or the three-year period, whichever is longer.

# Landrights

The sponsor must possess the legal authority to obtain landrights. The sponsor is responsible to obtain the necessary real property rights, including any rights needed for the relocation of fences, bridges, etc, and submitting a signed Form NRCS-ADS-78, "Assurances relating to Real Property Acquisition," (see Appendix H) and a signed attorney's opinion, (see Appendix I), as appropriate.

### **Permits**

EWP work often involves construction in and along streams. The Federal Section 404 Clean Water Act requires a permit for any construction activity that involves the placement of dredged or fill materials in "Waters of the United States." These waters include navigable waters and tributaries, interstate waters and tributaries, and any other waters including lakes, intermittent streams, and wetlands.

Generally in-stream EWP construction activities do not require an individual 404 Permit. The type and extent of work encountered on EWP projects is usually covered by one of the following Nationwide Permits:

<u>NWP 13 Bank Stabilization</u> - Applies to bank stabilization activities necessary for erosion prevention where:

- the bank stabilization activity is less than 500 feet in length.
- the activity will not exceed an average of one cubic yard of fill material, per running foot, placed along the bank below the plane of the ordinary high water mark.
- no material is placed in any special aquatic site, including wetlands.
- notification will be given to the United Stated Army Corps of Engineers (USACOE)
  when bank stabilization activities exceed 500 feet in length or fill exceeds an average of
  one cubic yard per running foot.

<u>NWP 37 Emergency Watershed Protection and Rehabilitation</u>- Applies to work done by or funded by the Natural Resources Conservation Service qualifying as an "exigency" situation, under its Emergency Watershed Protection Program.

Sponsors are required to consult with USACOE and United States Fish and Wildlife Service (USFWS) for any "in stream" projects.

#### **Design Process**

Prior to starting the design, the sponsor's engineer shall meet with the NRCS Project Manager to discuss the design parameters. NRCS will provide standard drawings and details used for similar sites. The design process will be as follows.

- a. Sponsor will schedule a pre-design conference with the NRCS engineer to set design parameters and schedule.
- b. Sponsor will submit 30, 60, 90 percent plans and specifications to NRCS for review and concurrence by NRCS engineer.
- c. Sponsor will provide NRCS a final copy of construction plans and specifications signed and sealed by a registered professional engineer, quality assurance plan, and operation and maintenance plan prior to start of construction and preferably prior to bid solicitation for locally led contracting.

#### **Cost Share**

#### Reimbursable Items and Allowable Costs for Technical Services

- <u>Locally Led Contract</u> Technical services (surveys, design, geotechnical analysis, inspection, contract preparation and contract administration) were provided by NRCS in the past; however, the sponsor will be responsible for providing in-kind technical services for the EWP program. Under a Locally Led Contract agreement, NRCS may reimburse the sponsor for in-kind technical up to 7.5 percent of the eligible construction cost. The sponsor's in-kind services must be documented.
- Force Account Technical services (surveys, design, geotechnical analysis, inspection, contract preparation and contract administration) were provided by NRCS in the past; however, the sponsor will be responsible for providing in-kind technical services for the EWP program. NRCS may reimburse the sponsor for in-kind technical services up to 7.5 percent of the eligible construction cost. The sponsor's in-kind services must be documented.

#### Reimbursable Items and Allowable Costs for Construction

- <u>Locally Led Contract</u> Eligible construction costs are cost shared at 75 percent by NRCS and 25 percent sponsor. Sponsors may provide their share of construction costs in the form of cash or in-kind services, such as labor, materials, and/or equipment.
- <u>Force Account Agreement</u> Eligible construction costs are cost shared at 75 percent by NRCS and 25 percent sponsor.

Purchased materials may be reimbursed as part of EWP force account projects. These materials are those that are a direct part of the repair. It is anticipated that these materials will generally be limited to riprap, geotextile, and seeding and mulching. If grout, pipe, or other materials are required for the repair, it should be documented as part of a pre-design conference participated in by an NRCS representative.

Unit costs for these materials will be compared against those considered reasonable by NRCS and be based on previous EWP work. All requests for reimbursement of material costs must be supported by receipts or invoices that detail quantities and unit costs used for each site.

Labor and equipment costs for repair work will be reimbursed on the basis of actual costs as shown on an invoice that is certified by an authorized representative of the sponsor. These charges must be supported for audit purposes by time sheets, job diaries, and receipts or invoices for any expenses associated with labor or equipment operation.

Reimbursable labor costs may include both wages and benefits. Reimbursable equipment costs may include, but are not limited to, fuel, lubricants, transport, equipment rental, and minor incidental repairs that are directly attributable to eligible work performed at the EWP site. Normally FEMA equipment rates are used for reimbursing equipment used for the construction.

Personnel, equipment, material, or supply costs associated with survey, design, plan preparation, administration, or construction inspection will NOT be reimbursable.

#### Reimbursement

Sponsors requesting reimbursement for EWP approved repair costs must submit a completed form SF-270 and include documentation for any eligible expenditure that has not been previously submitted. Documentation will include, as a minimum, a certification of completion signed by the sponsor and a summary (labor, materials, equipment, contracts, etc.) of the actual eligible construction cost.

Form <u>SF-270</u>, <u>Request for Advance or Reimbursement</u> can be submitted as often as needed to receive reimbursement. Sponsors will be paid by electronic funds transfer (EFT) in approximately 14 days after the reimbursement request is approved by NRCS.

See Appendix J for a copy of SF-270.

#### **Operation and Maintenance**

The sponsor will implement the operation and maintenance on all EWP structural measures. NRCS may periodically visit the site to determine if the measure is function as planned.

See Appendix K for a sample operation and maintenance (O&M) plan.

#### 1. Q What is a "sudden watershed impairment"?

A sudden watershed impairment is caused by a natural disaster and is widespread over a watershed area. The damage renders the streams, creeks, and drainage ways incapable of their normal function and threatens life or property.

## 2. Q How do we request EWP help and how soon do we need to ask for help after the disaster event?

A sponsor can apply for EWP help at the local NRCS office. A formal letter of request to the NRCS STC should be sent as soon as possible after conditions permit access to the damaged areas, but no later than 10 days after the storm event for exigency sites and 60 days for non-exigency sites. (See Appendix A for example of a letter of request).

#### 3. Q Can EWP funds be used on a non-Presidential-declared disaster?

A Yes. The NRCS STC can declare a localized disaster.

# 4. Q When a Presidential-declared disaster exists, who coordinates emergency activities for the various programs?

A The Florida and local EMC will coordinate state activities. FEMA generally provides Federal guidance.

# 5. Q For disasters related to rainfall, what distinguishes between a normal storm event and a rainfall that would be considered a disaster?

A This is generally site and event specific, as a long period of rainfall followed immediately by an intense rain can generate a widespread disaster and/or flood. Individual rainfalls should be at least a 25-year rainfall amount for the rainfall duration (Refer to NOAA's TP40). For example, if the individual storm lasted for 3 hours, the rainfall should exceed the 25-year, 3-hour rainfall amount. http://www.nws.noaa.gov/oh/hdsc/PF_documents/TechnicalPaper_No40.pdf

# 6. Q What can be used to satisfy the sponsor's 25% cost-share requirement when the construction work is contracted out (Locally Led Contract Agreement)?

A Either cash or "in-kind" construction services or a combination of the two. In-kind construction services include costs associated with materials, equipment, and labor.

#### 7. Q What is an exigency site and how long does the sponsor have to fix such a site?

A An exigency situation exists if there is an immediate threat of damage to life or property- <u>immediate action must be taken</u>. After the sponsor is notified that funds are available, work on an exigency site must be completed within 10 days.

#### 8. Q How long does the sponsor have to fix non-exigency sites?

A All sites should be *repaired* as soon as possible. However, work on non-exigency sites must be completed within 220 days after the EWP funds have been made available to Florida NRCS. On smaller projects, less than 220 days may be required.

# 9. Q The sponsor has decided to perform the work associated with EWP (Force Account). What expenses will be reimbursed?

A NRCS will reimburse 75% of the work-related construction expenses for materials incorporated into the site, and labor and equipment used to perform the *work*.

Personnel, equipment, material, or supply costs associated with survey, design, plan preparation, administration, or construction inspection are <u>NOT</u> **REIMBURSABLE**.

#### 10. Q What type of easements are required for EWP work?

A For permanent, long-life measures that are off the sponsor's right of way (R.O.W.), permanent easements should be obtained. Work permits may be adequate for work consisting of shaping, vegetation, and minor rock structures. The sponsors are responsible for obtaining the easements or permits they deem necessary for accomplishing the work and for providing future maintenance. The sponsors must provide NRCS written assurance that the necessary easements and permits have been obtained, but they do not have to provide copies of the easements.

#### 11. Q Which sites must have a site-specific O&M Plan prepared?

A Permanent, long-life measures such as gabion structures, large pipe drop structures, large grade stabilization *structures*, etc., require a formal Operation and Maintenance (O&M) Plan. O&M on these sites is required for at least 5 years.

### 12. Q What kinds of damage are eligible for repair under the EWP program?

- A Typical examples that threaten life or property are:
  - Head-cutting gullies.
  - Severely eroded stream banks and drainage ditches.
  - Landslides.
  - Wildfire damage.
  - Tornado and flood debris in streams.
  - Channel stabilization at culverts and bridges.
  - Recent sediment deposits in streams and drainage ditches.
  - Debris from wind or ice storms.

### 13. Q What kinds of damage are not eligible for repair under the EWP program?

- A Damage that would be expected from a "normal" storm event. This is considered routine operation and maintenance.
  - Damage that existed before the disaster event.
  - Washed-out road fills, road surfaces, bridges, culverts, utilities, and similar structures.
  - Erosion that only threatens farmland, woodland, or pastureland.
  - Damage to beaches, dunes, or shorelines.
  - *Damage* to structures installed by other federal agencies, such as canals and drainage channels built by the Corps of Engineers.

#### 14. Q Are landslides eligible for EWP assistance?

A If the slide threatens life or property and is a sudden impairment, it could qualify for EWP assistance.

EXAMPLE: A hillside adjacent to a roadway experiences a slope failure during a storm event. The *slide* has filled the road ditch and is about to move onto the roadway. Removal of the slide material and stabilization of the site would qualify for EWP assistance assuming economic and other criteria were met.

### 15. Q What is an example of a landslide that would not qualify?

A slide that is wholly or primarily within the road fill is considered reconstruction of the transportation facility and would not be eligible for EWP assistance. Another example is a roadside cut that has a history of shallow slides that frequently deposit material in the road ditch. This is considered a pre-existing problem and repair would be considered normal O&M for the site.

# 16. Q Can a site be fixed that has been an operation and maintenance nightmare for years prior to the storm event?

A No. EWP funds are not to be used to fix pre-existing problems unless the damage due to the storm *event* is significantly greater than the pre-existing condition of the site. NRCS will assess the site and determine if damage is due to lack of O&M or if it is due to a specific storm event. The watershed impairment has to have occurred in the event(s) associated with the request for assistance. The purpose of the EWP program is to fix impairments related to disasters and not to provide maintenance for infrastructure.

# 17. Q A gully is threatening a federal aid highway. Can the EWP program be used to stabilize the gully and protect the road?

A No. The federal aid highway is eligible for the Emergency Relief Program administered by the Federal *Highway* Administration of the Department of Transportation (DOT).

- 18. Q What if no federal highway funds are available for this storm event?
  - A It does not matter. If the site is "eligible" for the highway program, it is not eligible for EWP assistance.
- 19. Q Can EWP funds be used to construct a new channel to provide the drainage necessary for protection from flooding that is creating a hazard to life and property?
  - A No. EWP *funds* cannot be used to construct a new channel, realign a channel, or do work that increases the pre-disaster capacity of a channel.
- 20. Q A large gully existed off the right-of-way of a county road prior to the big flood. The rains associated with the flood caused the gully head cut to move and threaten the road. Can EWP funds be used to stabilize the gully and protect the road?
  - A Yes.
- 21. Q A county road has been completely cut through by a gully during the storm event. Can EWP funds be used to rebuild the road?
  - A No. EWP funds cannot be used to repair or rebuild public facilities. If the event caused a grade stabilization problem downstream, EWP funds could be utilized to solve that situation.
- 22. Q An eligible site can be adequately repaired and stabilized with riprap. The design engineer wants to design for a permanent solution including concrete and pipe. Can this be allowed in the EWP program?
  - A The riprap solution is all that can be paid for in the EWP program. Any additional costs associated with a more expensive alternative solution must be incurred by the sponsor.
- 23. Q A stream bank is eroding and threatening cropland. Can EWP funds be used to riprap the stream bank.
  - A No. EWP *funds* cannot be used to protect cropland or pastureland. Other programs are available for this.
- 24. Q A farm pond is immediately upstream of a county road. The flood has caused the emergency bypass of the pond to erode severely. If the pond should fail, the road will be washed out. Can EWP funds be used to stabilize the emergency bypass of the pond?
  - A Yes. In this case there is more than one beneficiary. The county or other appropriate body must agree to *sponsor* the repair. Normally repairs to farm structures are performed with other programs such as Emergency Conservation Program (ECP). However, where there is a clear threat to public property, repairs can be made with EWP funds.

- 25. Q A site qualifies for assistance based on the type of damage; however, the economic benefits are significantly less than the cost of restoration. What are the alternatives?
  - A In some cases the site would be eligible for assistance without economic justification. If there is a clear and significant hazard to life, or if the damage completely isolates residences or businesses from fire *and* emergency team access, the site may qualify.
- 26. Q Can a prior EWP funded site be eligible for financial assistance during a subsequent event?
  - A Yes, but no more than twice in a 10-year period. The intent of the EWP program is to provide emergency repairs to restore sites to their pre-storm condition. It is expected that sponsors would make additional improvements as needed to insure long-term stability. Debris removal sites are not subject to the "twice in 10 years" restriction.
- 27. Q A gully below a road is being repaired with an EWP contract. During construction it is discovered that the culvert invert is rusted out. Can the culvert be replaced with EWP funds?
  - A No. Repair and replacement of transportation facilities (roads and bridges) is not eligible for EWP *assistance*. The sponsor may have the contractor replace the culvert while working on the site, but the total cost for replacement of the culvert will be the responsibility of the sponsor.
- 28. Q The county (or city) has already performed emergency repair work at a location prior to requesting assistance from the EWP program. Can this work that has already been performed be reimbursed through the EWP program?
  - A No.
- 29. O How "fancy" (neat and detailed) do construction drawings have to be?
  - A Drawings only need to be as detailed as is necessary to convey the information required to *construct* the work. The amount of detail should be commensurate with the complexity of the site. For force account work, simple pencil drawings may be adequate. Keep in mind that formal contracts generally require more details and should be more specific to avoid contract disputes.
- 30. Q Do all engineering plans developed by the sponsor need to have a P.E. seal?
  - A Yes, except for debris removal.
- 31. Q Do NRCS engineers have to review all plans developed by the sponsor's engineer?
  - A No. However, NRCS engineers will provide a cursory review of the engineering plans and specifications. All NRCS review comments are to be incorporated into

the plans. Upon agreement with the plans and specifications, the NRCS engineer will concur with the engineering plans and specifications.

### 32. Q What construction specifications are used for EWP work?

A The sponsor's engineer may develop specifications, use FL DOT specifications, or use specifications provided by NRCS. NRCS construction specifications are available in MSWord or PDF (Portable Document Format) format on the NRCS web site <a href="http://directives.sc.egov.usda.gov/viewerFS.aspx?hid=21428">http://directives.sc.egov.usda.gov/viewerFS.aspx?hid=21428</a>. Items of Work and Construction Details specific to the site must be added by the designer. The sponsor's engineer is ultimately responsible for the construction specifications used.

# 33. Q EWP work involves removal of debris from a stream. Can equipment be used in the bottom of the streambed to do this work?

A Generally, no. All work must be performed in the most environmentally sensitive manner possible. When possible, debris removal from a stream should be performed with heavy equipment from the top of the streambank. Only disaster related debris can be removed.

### 34. Q Who performs the final inspections?

A The sponsor is responsible for inspections to insure that repairs are completed as designed. NRCS personnel will look at each site to confirm that the repair was made and in keeping with the work that was planned for the site. NRCS will not do an item-by-item inspection. However, if any critical deficiencies are noted by NRCS personnel, they must be corrected before final payment is reimbursed.

# 35. Q Can some of the sites in a project agreement be paid before all the sites included in the agreement are complete?

A Yes. SF-270, Request for Advance or Reimbursement <a href="http://contacts.gsa.gov/webforms.nsf/0/A2728A279E35054E85256AA10042F275/\$ file/SF%20270.pdf">http://contacts.gsa.gov/webforms.nsf/0/A2728A279E35054E85256AA10042F275/\$ file/SF%20270.pdf</a> may be submitted for one or groups of completed sites. The sponsor will have to pay for the works of improvement prior to reimbursement and provide supporting documentation to justify the reimbursement. It is the sponsor's responsibility to track expenses (labor, materials, equipment, services) and keep accurate records for reimbursement.

#### 36. Q What should be done if a cost-overrun occurs?

A soon as it is apparent that repair costs will exceed the estimate, notify the NRCS Project Manager and request an amendment to the project agreement. If the additional costs are justified, *normally* there will be no problem obtaining the additional funds. However, if EWP funds are exhausted, NRCS may be able to pay only the amount obligated in the project agreement.

- 37. Q If the sponsors are unable to complete the agreed-to-work within the allotted time, what should they do?
  - A They should notify the NRCS district conservationist and request a time extension to the STC at least 30 days prior to the agreement completion date. If they are working *diligently* to complete the work and delays have been outside the sponsor's control, an extension will generally be granted.
- 38. Q Are PL -566 structures eligible for EWP assistance?
  - A Yes.
- 39. Q Once the work is completed and the sponsors have submitted a request for payment, how long will it be before they receive payment?
  - A Payment is usually made within 10 to 14 working days.

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## **Appendixes**

Appendix A — Sample Letter for Requesting EWP Assistance

Appendix B — List of NRCS District Conservationists

Appendix C — Damage Survey Report

Appendix D — Administrative Readiness Questionnaire

Appendix E — Project Agreement – Locally Led Contracting

Appendix F — Project Agreement – Force Account

Appendix G — Special Provisions

Appendix H — Form NRCS-ADS-78 – Assurances Relation to Real Property Acquisition

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Appendix I – Sample Attorney's Opinion Letter

Appendix J — Form SF 270 – Request for Advance or Reimbursement

Appendix K — Sample Operation and Maintenance Plan

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#### <SPONSOR'S LETTERHEAD>

<Enter Date>

Russell Morgan State Conservationist Natural Resources Conservation Service 2614 NW 43rd Street Gainesville, Florida 32606

Dear Mr. Morgan:

We request Federal assistance under the provisions of Section 216, Public Law 516, to restore damages sustained in *Enter Name of County, City, etc.*> by storms of *Enter Name and/or Type of Disaster that Occurred*> on *Enter Date Disaster Occurred*>. This work is needed to safeguard lives and property from an imminent hazard of *Enter Hazard Type*>.

Due to *Enter Type of Disaster on Enter Date* the *Describe the type or types of damage and locations* (e.g. streambank next to the County Road Bridge 2A is eroding and threatening to damage the bridge and eventually take the bridge out if the erosion is not stopped.>

We understand, as sponsors of an Emergency Watershed Protection project that our responsibilities will include acquiring landrights and any permits needed to construct, and if required, to operate and maintain the proposed measures.

We do not have sufficient funds to provide adequate relief from the <<u>Enter Name of Disaster</u>> hazards. We understand that as a sponsor of this project we are required to provide a minimum of 25% of the total installation cost as cash or in-kind construction services.

The names, addresses, and telephone numbers of the administrative and technical contact persons in our organization are as follows:

```
<Enter Name>
<Title>>
<Address>
<Telephone Number>
<Email address>
<FAX Number of Sponsor's Representative>
```

Please contact *Enter Person's Name from Above Paragraph* for any additional information that you might need in assessing our request.

Sincerely,

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<Enter Name> <Enter Title>
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## Appendix B – List of NRCS District Conservationist

COUNTY	NAME	ADDRESS	PHONE	FAX
Alachua	Monica Jones District Conservationist	5709 N.W. 13 th Street Gainesville, FL 32653-2130	352-376-7413 Ext. 3	352-373-4984
Baker	Allen Moore District Conservationist	260 US Hwy 301 N., Ste.108 Baldwin, FL 32234-1440	904-266-0088 Ext. 3	904-266-4858
Bay	Greg Nolin District Conservationist	103 North Oklahoma Street Bonifay, FL 32425	850-547-2916 Ext. 3	850-547-2674
Bradford	Monica Jones District Conservationist	5709 N.W. 13 th Street Gainesville, FL 32653-2130	352-376-7413 Ext. 3	352-373-4984
Brevard	David Millard District Conservationist	3695 Lake Drive Cocoa, FL 32926-4219	321-633-1702	321-633-1890
Broward	Christine Coffin District Conservationist	1450 N. Krome Ave, Ste. 104 Florida City, FL 33034	305-242-1218 Ext. 3	305-242-1292
Calhoun	Bryan McGraw District Conservationist	17413 N.W. Leonard St. Blountstown, FL 32424	850-674-8271 Ext. 3	850-674-5099
Charlotte	Sara May, Acting District Conservationist	3434 Hancock Bridge Parkway, Suite 209B North Fort Myers, FL 33903	239-997-7331 Ext.3	239-997-7557
Citrus	Jill Dobbs District Conservationist	2441 NE 3 rd St., Suite 204-2 Ocala, FL 34470-3685	352-622-3971 Ext.3	352-732-9728
Clay	Thomas Cheyne District Conservationist	111 Yelington Road, Suite 4 East Palatka, FL 32131-8892	386-328-6522 Ext. 3	386-328-3054
Collier	Bob Beck District Conservationist	14700 Immokalee Road Naples, FL 34120-1468	239-455-4100	239-455-2993
Columbia	Albert Oliver District Conservationist	2304 SW Main St., Suite 101 Lake City, FL 32025	386-755-3194 Ext. 3	386-752-8278
<u>DeSoto</u>	Dan Schabilion District Conservationist	316 North 7 th Avenue Wauchula, FL 33873	863-773-4764 Ext. 3	863-773-2445
Dixie	Chakesha Harvey District Conservationist	625 North Hathaway Avenue Bronson, FL 32621	352-486-2672 Ext. 3	352-486-1724
<u>Duval</u>	Albert Oliver District Conservationist	260 US Hwy 301 N., Ste.108 Baldwin, FL 32234-1440	904-266-0088 Ext. 3	904-266-4858
<u>Escambia</u>	Josh McElhaney District Conservationist	151 Highway 97 Molino, FL 32577-5553	850-587-5404 Ext. 3	850-587-5406
Flagler	George Johnson District Conservationist	101 Heavens Gate Rd., Ste. F Deland, FL 32720	386-985-4037 Ext. 3	386-985-4881
<u>Franklin</u>	Bryan McGraw District Conservationist	17413 N.W. Leonard St. Blountstown, FL 32424	850-674-8271 Ext. 3	850-674-5099
Gadsden	Karyn Ruiz Toro District Conservationist	2148 West Jefferson St. Quincy, FL 32351	850-627-6355 Ext. 3	850-627-4267
Gilchrist	Chakesha Harvey District Conservationist	625 North Hathaway Avenue Bronson, FL 32621	352-486-2672 Ext. 3	352-486-1724

COUNTY	NAME	ADDRESS	PHONE	FAX
Glades	Dan Rutledge District Conservationist	1085 Pratt Blvd. LaBelle, FL 33935	863-674-5700	863-612-0727
Gulf	Bryan McGraw District Conservationist	17413 N.W. Leonard St. Blountstown, FL 32424	850-674-8271 Ext. 3	850-674-5099
<u>Hamilton</u>	Chris Menhennett J District Conservationist	1153 US Hwy 41 NW, Ste. 8 Jasper, FL 32052	386-792-1105 Ext. 3	386-792-1604
<u>Hardee</u>	Dan Schabilion District Conservationist	316 North 7 th Avenue Wauchula, FL 33873	863-773-4764 Ext. 3	863-773-2445
<u>Hendry</u>	Dan Rutledge District Conservationist	1085 Pratt Blvd. LaBelle, FL 33935	863-674-5700	863-612-0727
<u>Hernando</u>	Dan Oliver District Conservationist	30435 Commerce Dr., Ste. 103 San Antonio, FL 33576	352-588-5211 Ext. 3	352-588-5472
<u>Highlands</u>	Carlos Torres District Conservationist	4505 George Blvd. Sebring, FL 33875	863-385-7853 Ext. 3	863-385-7028
Hillsborough	Jennifer Abbey District Conservationist	201 S. Collins Street, Ste. 202 Plant City, FL 33563-5531	813-752-1474 Ext. 3	813-759-6530
<u>Holmes</u>	Greg Nolin District Conservationist	103 North Oklahoma Street Bonifay, FL 32425	850-547-2916 Ext. 3	850-547-2674
Indian River	Carlos Torres District Conservationist	4505 George Blvd. Sebring, FL 33875	863-385-7853 Ext. 3	863-385-7028
<u>Jackson</u>	Mary Jane Nelson District Conservationist	2741 Pennsylvania Ave., Ste 6 Marianna, FL 32448	850-526-2610 Ext. 3	850-526-7534
<u>Jefferson</u>	Stephen Tuller, Acting District Conservationist	1250 N. Jefferson Hwy 19N Monticello, FL 32344	850-997-4058 Ext. 3	850-997-6277
<u>Lafayette</u>	Melvin DeShazior District Conservationist	176 SW Community Circle Suite C Mayo, FL 32066	386-294-1851 Ext. 3	386-294-2154
Lake	Suzy Daubert District Conservationist	1725 David Walker Dr., Ste. C Tavares, FL 34778-5745	352-343-2481 Ext. 3	352-343-6275
<u>Lee</u>	Sara May, Acting District Conservationist	3434 Hancock Bridge Parkway, Suite 209B North Fort Myers, FL 33903	239-533-3622	239-482-2605
<u>Leon</u>	Stephen Tuller, Acting District Conservationist	1250 N. Jefferson Hwy 19N Monticello, FL 32344	850-997-4058 Ext. 3	850-997-6277
<u>Levy</u>	Chakesha Harvey District Conservationist	625 North Hathaway Avenue Bronson, FL 32621	352-486-2672 Ext. 3	352-486-1724
Liberty	Bryan McGraw District Conservationist	17413 N.W. Leonard St. Blountstown, FL 32424	850-674-8271 Ext. 3	850-674-5099
Madison	Jazelle Jusino District Conservationist	1153 US Hwy 41 NW, Ste. 8 Jasper, FL 32052	386-792-1105 Ext. 3	386-792-1604
Manatee	Jack Creighton District Conservationist	6942 Professional Parkway E. Sarasota, FL 34240-8414	941-907-0011 Ext. 3	941-907-0015

COUNTY	NAME	ADDRESS	PHONE	FAX
<u>Marion</u>	Jill Dobbs District Conservationist	2441 NE 3 rd St., Suite 204-2 Ocala, FL 34470-3685	352-622-3971 Ext.3	352-732-9728
<u>Martin</u>	Kay Nickel District Conservationist	8400 Picos Road, Suite 202 Fort Pierce, FL 34945-3045	772-461-4546 Ext. 3	772-465-0165
Miami-Dade	Christine Coffin District Conservationist	1450 N. Krome Ave, Ste. 104 Florida City, FL 33034	305-242-1218 Ext. 3	305-242-1292
Monroe	Christine Coffin District Conservationist	1450 N. Krome Ave, Ste. 104 Florida City, FL 33034	305-242-1218 Ext. 3	305-242-1292
Nassau	Albert Oliver District Conservationist	260 US Hwy 301 N., Ste.108 Baldwin, FL 32234-1440	904-266-0088 Ext. 3	904-266-4858
Okaloosa	Darryl Williams District Conservationist	938 N. Ferdon Blvd. Crestview, FL 32536	850-682-3714 Ext. 3	850-682-8731
Okeechobee	Howard Harrison District Conservationist	452 Highway 98 North Okeechobee, FL 34972-4168	863-763-3619 Ext. 3	863-763-6407
Orange	Chuck O'Rourke District Conservationist	1921 Kissimmee Valley Lane Kissimmee, FL 34744-6107	407-847-4465	407-847-0959
<u>Osceola</u>	Chuck O'Rourke District Conservationist	1921 Kissimmee Valley Lane Kissimmee, FL 34744-6107	407-792-2727 Ext. 3	407-847-0959
Palm Beach	Rosa Reyes District Conservationist	420 South SR 7, Suite 162 Royal Palm Beach, FL 33414	561-712-6321	561-792-9094
Pasco	Dan Oliver District Conservationist	30435 Commerce Dr., Ste. 103 San Antonio, FL 33576	352-588-5211 Ext. 3	352-588-5472
Pinellas	Jennifer Abbey District Conservationist	201 S. Collins Street, Ste. 202 Plant City, FL 33563-5531	813-752-1474 Ext. 3	813-759-6530
Polk	Edward Sheehan District Conservationist	1700 Highway 17 South, Ste. 2 Bartow, FL 33830-6633	863-533-2051 Ext. 3	863-533-1884
<u>Putnam</u>	Thomas Cheyne District Conservationist	111 Yelington Road, Suite 4 East Palatka, FL 32131-8892	386-328-6522 Ext. 3	386-328-3054
Santa Rosa	Trent Mathews District Conservationist	6285 Dogwood Drive Milton, FL 32570-3544	850-623-3229 Ext. 3	850-623-8012
Sarasota	Jack Creighton District Conservationist	6942 Professional Parkway E. Sarasota, FL 34240-8414	941-907-0011 Ext. 3	941-907-0015
Seminole	David Millard District Conservationist	3695 Lake Drive Cocoa, FL 32926-4219	321-633-1702	321-633-1890
St. Johns	Thomas Cheyne District Conservationist	111 Yelington Road, Suite 4 East Palatka, FL 32131-8892	386-328-6522 Ext. 3	386-328-3054
St. Lucie	Kay Nickel District Conservationist	8400 Picos Road, Suite 202 Fort Pierce, FL 34945-3045	772-461-4546 Ext. 3	772-465-0165
Sumter	Suzy Daubert District Conservationist	1725 David Walker Dr., Ste. C Tavares, FL 34778-5745	352-343-2481 Ext. 3	352-343-6275

COUNTY	NAME	ADDRESS	PHONE	FAX
Suwannee	Chris Menhennett District Conservationist	10096 US Highway129 Live Oak, FL 32060	386-362-2622 Ext. 3	386-362-3375
Taylor	Melvin DeShazior District Conservationist	176 SW Community Circle Suite C Mayo, FL 32066	386-294-1851 Ext. 3	386-294-2154
<u>Union</u>	Albert Oliver District Conservationist	2304 SW Main St., Suite 101 Lake City, FL 32025	386-755-3194 Ext. 3	386-752-8278
Volusia	George Johnson District Conservationist	101 Heavens Gate Rd., Ste. F Deland, FL 32720	386-985-4037 Ext. 3	386-985-4881
Wakulla	Stephen Tuller Acting District Conservationist	1250 N. Jefferson Hwy 19N Monticello, FL 32344	850-997-4058 Ext. 3	850-997-6277
Walton	Jason Hayford District Conservationist	239 John Baldwin Rd., Ste. B DeFuniak Springs, FL 32433	850-892-3712 Ext. 3	850-892-6002
Washington	Greg Nolin District Conservationist	103 North Oklahoma Street Bonifay, FL 32425	850-547-2916 Ext. 3	850-547-2674

#### **Appendix C – Damage Survey Report**

A DSR will be completed for all sites evaluated with priority given to exigency sites. NRCS will take the lead in completing the DSR with assistance from the sponsor. Site eligibility will consider the economic, social, and environmental defensibility and determine technically sound design alternatives to remove the threat.

For exigency sites the initial DSR may cover just the work necessary to relieve the exigency situation. This work must be completed within 10 days of discovery of the site. A second DSR and contract may be necessary to alleviate any remaining hazard causing an emergency situation.

On sites determined to be ineligible, DSR Team will document the reason for ineligibility in the remarks section on page 6 of the DSR. An example of this would be "no stream flow impairment" or "does not meet economic defensibility."

Listed below are some items and tips for completing DSRs:

- 1. DSR No. The DSR number should be a short abbreviation of the sponsor name, year, and Site No. (EXAMPLE: Friendly County, 2012Site No. 1 would be written, <u>FRNDCO-12-001</u>.). Do not reuse the numbers that were assigned to previous events because this could cause confusion in record keeping.
- 2. Complete a DSR for each major site that can be isolated. In some instances, however, it is appropriate to group several locations into one DSR. For example, an area with 3 sites in close proximity could be grouped into one DSR. On the site plan map, individual locations could be shown as Site A, Site B, etc., and costs calculated for each location. The summary of the costs for the individual sites would then be shown on the DSR.
- 3. Location Map Attach an aerial map of the site locations to the DSR. The map should show the upstream and downstream areas (structures, homes, streams, etc.) that are and will be affected if the site is not repaired. The site location should be shown or described in sufficient detail that a person not familiar with the site could locate it on the ground (provide coordinates of the site in NAR-North American 83 or NAS-C NA27 Conus/Clk66 format or Lat-Long (degree, minute, seconds)). Each site will be located on a suitable map that clearly shows the site location and the upstream and downstream conditions.
- 4. Site Plan Attach a sketch showing the pre-storm and post-storm conditions, the proposed works of improvement, work limits, haul roads, dump sites, and areas damaged and its proximity to threatened structures to the DSR. The site plan should also include a description or sketch of the proposed repair, including any applicable standard drawings. The site plan should agree with and compliment the Engineer's cost estimate. A cost estimate will be prepared for each alternative.
- 5. Photographs Attach digital photographs of the site to the DSR photographs that clearly show the damage.

The completed DSR will be signed by the DC, engineer, and sponsor and forwarded to the Florida NRCS EWP PM.

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## DAMAGE SURVEY REPORT (DSR)

### **Emergency Watershed Protection Program - Recovery**

			<u>N</u>	RCS Entry	Only	
				Eligible:	YES	NO NO
Section 1A			Fı	Approved:		NO Om Section 4)
Date of Report:	Limited Resour	rce Area	: YE	ES	NO	
DSR Number:	Project Nur	mber:				
Sponsor Name: Address: City/State/Zip: Telephone Number:	Fax:					
County: State:		Congres	ccional	District:		
					1.	
Latitude: Longitude:		Section	:	Towns	ship:	
UTM Coordinates:						
Drainage Name:		Reach:				
Damage Description:						
Site Eligibility		7	ES	NO		
Damage was a result of a natural disaster?*						
Recovery measures would be for runoff retardation prevention?*	or soil erosion					
Threat to life and/or property?*						
Event caused a sudden impairment in the watershe	d?*					
Imminent threat was created by this event?**						
For structural repairs, not repaired twice within ten	years?**					
Site Defensibility						
Economic, environmental, and social documentation warrant action (Go to pages 3, 4, 5 and 6***)	on adequate to					
Proposed action technically viable? (Go to Page 9	***)					
Have all the appropriate steps been taken to ensure	that all segmen	its of the	popula	ation have	been informe	d of the EWP
program and its possible effects? YES	NO O					
Comments:						
*** DSR Pages 3 through 6 and 9 are required to support the dec	icione recorded on t	hic cumma	ry nage	If additional	snace is needed	on this or any

^{***} DSR Pages 3 through 6 and 9 are required to support the decisions recorded on this summary page. If additional space is needed on this or any other page in this form, add appropriate pages.

#### DSR NO: Section 1E Proposed Action

Describe the preferred alternative from Findings: Section 5A:

Total installation cost identified in this DSR: Section 3: \$

#### Section 1F NRCS State Office Review and Approval

Reviewed By:		Date Reviewed:	
	State EWP Program Manager		
Approved By:		Date Approved:	
	State Conservationist	11	

#### PRIVACY ACT AND PUBLIC BURDEN STATEMENT

NOTE: The following statement is made in accordance with the Privacy Act of 1974, (5 U.S.C. 552a) and the Paperwork Reduction Act of 1995, as amended. The authority for requesting the following information is 7 CFR 624 (EWP) and Section 216 of the Flood Control Act of 1950, Public Law 81-516, 33 U.S.C. 701b-1; and Section 403 of the Agricultural Credit Act of 1978, Public Law 95334, as amended by Section 382, of the Federal Agriculture Improvement and Reform Act of 1996, Public Law 104-127, 16 U.S.C. 2203. EWP, through local sponsors, provides emergency measures for runoff retardation and erosion control to areas where a sudden impairment of a watershed threatens life or property. The Secretary of Agriculture has delegated the administration of EWP to the Chief or NRCS on state, tribal and private lands.

Signing this form indicates the sponsor concurs and agrees to provide the regional cost-share to implement the EWP recovery measure(s) determined eligible by NRCS under the terms and conditions of the program authority. Failure to provide a signature will result in the applicant being unable to apply for or receive a grant the applicable program authorities. Once signed by the sponsor, this information may not be provided to other agencies. IRS, Department of Justice, or other State or Federal Law Enforcement agencies, and in response to a court or administrative tribunal.

The provisions of criminal and civil fraud statutes, including 18 U.S.C. 286, 287, 371, 641, 651, 1001; 15 U.S.C. 714m; and 31 U.S.C. 3729 may also be applicable to the information provided. According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0578-0030. The time required to complete this information collection is estimated to average 117/1.96 minutes/hours per response, including the time for reviewing instructions, searching existing data sources, field reviews, gathering, designing, and maintaining the data needed, and completing and reviewing the collection information.

#### **USDA NONDISCRIMINATION STATEMENT**

"The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, sex, religion, age, disability, political beliefs, sexual orientation, and marital or family status. (Not all prohibited bases apply to all programs.)

Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination write USDA, Director of Civil Rights, Room 326-W, Whitten Building, 14th and Independence Avenue, SW, Washington, DC 20250-941 0 or call (202) 720-5964 (voice or TDD). USDA is an equal opportunity provider and employer.

#### **Civil Rights Statement of Assurance**

The program or activities conducted under this agreement will be in compliance with the nondiscrimination provisions contained in the Titles VI and VII of the Civil Rights Act of 1964, as amended; the Civil Rights Restoration Act of 1987 (Public Law 100-259); and other nondiscrimination statutes: namely, Section 504 of the Rehabilitation Act of 1973, Title IX of the Amendments of 1972, the Age Discrimination Act of 1975, and the Americans with Disabilities Act of 1990. They will also be in accordance with regulations of the Secretary of Agriculture (7 CFR 15, 15a, and 15b), which provide that no person in the United States shall on the grounds of race, color, national origin, gender, religion, age or disability, be excluded from participation in, be denied the benefits of, or otherwise subjected to discrimination under any program or activity receiving Federal financial assistance from the U.S. Department of Agriculture or any agency thereof.

## **Section 2 Environmental Evaluation**

Canaarna		2C Alternative Designation			
Concerns	2B Existing Condition	Proposed Action	No Action	Alternative	
0-11			2D Effects of Alternati	ves	
Soil			 	 	
Water					
Hatel					
Air					
Plant					
Animal					
Other					

## **Section 2E Special Environmental Concerns**

		Alternative and Effects				
<b>Resource Consideration</b>	<b>Existing Condition</b>	Proposed Action	No Action	Alternative		
Clean Water Act Waters of the U.S.						
Coastal Zone Management Areas						
Coral Reefs						
Cultural Resources						
Endangered and Threatened Species						
Environmental Justice						
Essential Fish Habitat						
Fish and Wildlife Coordination						
Floodplain Management						
Invasive Species						
Migratory Birds						
Natural Areas						
Prime and Unique Farmlands						
Riparian Areas						
Scenic Beauty						
Wetlands						
Wild and Scenic Rivers						
Completed By:			Date:			

		Future Damages (\$)	Damage Factor (%)	Near Term (\$)
Properties Protect	ed (Private)			
Properties Protect	ed (Public)			
Business Losses				
Other				
		Total Near Term	Damage Reduction \$	
	Net Benefit (Total Near Terr			
Completed By:			Date:	

### **Section 2G Social Consideration**

This section must be completed by each alternative considered (attach additional sheets as necessary).

	Yes	No	Remarks
Has there been a loss of life as a result of the watershed impairment?			
Is there the potential for loss of life due to damages from the watershed impairment?			
Has access to a hospital or medical facility been impaired by watershed impairment?			
Has the community as a whole been adversely impacted by the watershed impairment (life and property ceases to operate in a normal capacity)			
Is there a lack or has there been a reduction of public safety due to watershed impairment?			
Completed By:			Date:

Group Representation	Number
American Indian/Alaska Native Female Hispanic	
American Indian/Alaska Native Female Non-Hispanic	
American Indian/Alaska Native Male Hispanic	
American Indian/Alaska Native Male Non-Hispanic	
Asian Female Hispanic	
Asian Female Non-Hispanic	
Asian Male Hispanic	
Asian Male Non-Hispanic	
Black or African American Female Hispanic	
Black or African American Female Non-Hispanic	
Black or African American Male Hispanic	
Black or African American Male Non-Hispanic	
Hawaiian Native/Pacific Islander Female Hispanic	
Hawaiian Native/Pacific Islander Female Non-Hispanic	
Hawaiian Native/Pacific Islander Male Hispanic	
Hawaiian Native/Pacific Islander Male Non-Hispanic	
White Female Hispanic	
White Female Non-Hispanic	
White Male Hispanic	
White Male Non-Hispanic	
Total Group	
Census tract(s)	
Completed By:	Date:

# Section 2I Required consultation or coordination between the lead agency and/or the RFO and another governmental unit including tribes:

Easements, permissions, or permits:
Mitigation Description:
Agencies, persons, and references consulted, or to be consulted:

## **Section 3 Engineering Cost Estimate**

Completed By:			Date:	
This section must be completed by each alternative considered (attach additional sheets as necessary).				
Proposed Recovery Measure	Quantity	Units	Unit Cost (\$)	Amount (\$)
	Total Instal	lation Cost (Enter	in Section 1F) \$	\$
Unit Abbreviations:				<u> </u>

Acre LS Lump Sum
Cubic SF Square Feet
Yard
Each SY Square Yard

HR Hour TN Ton LF Linear Feet Other (Specify)

AC

CY

EA

## **Section 4 NRCS EWP Funding Priority**

Priority Ranting Criteria	Yes	No	
1. Is this an exigency situation?			
2. Is this a site where there is serious, but not immediate threat to human life?			
3. Is this a site where buildings, utilities, or other important infrastructure components are threatened?			
4. Is this site a funding priority established by the NRCS Chief?			
The following are modifiers for the above criteria	•		Modifer
a. Will the proposed action or alternatives protect or conserve federally-listed threatened and endangered species or critical habitat?			
b. Will the proposed action or alternatives protect or conserve cultural sites listed on the National Register of Historic Places?			
c. Will the proposed action or alternatives protect or conserve prime or important farmland?			
d. Will the proposed action or alternatives protect or conserve existing wetlands?			
e. Will the proposed action or alternatives maintain or improve current water quality conditions?			
f. Will the proposed action or alternatives protect or conserve unique habitat, including but not limited to, areas inhabited by State-listed species, fish and wildlife management area, or State identified sensitive habitats?			

## **Section 5A Findings**

Finding: Indicate the preferred alternative from Section 2 (Enter to Section 1E):

asons
nt.

	Explanation of Requested Item	Who Completes
Section 1	Enter Site Sponsor, Location, Evaluation, Selected Alternative, and Reviewed and Approval Signatures.	NRCS completes with voluntary assistance from Sponsor except for
1A	Enter the Date, DSR Number, Project Number. For NRCS only enter Eligible Yes/No, Approved Yes/No, Funding Priority Number, and Limited Resource Area Yes/No.	NRCS only portion of Section 1A.
1B	Enter Sponsor Name, Address, Telephone, Fax	
1C	Enter site location County, State, Congressional District, Latitude, Longitude, Section, Township, Range, UTM Coordinates, Drainage Name, Reach within drainage, and Damage Description.	
1D	Enter Yes/No and any Remarks for the Site Evaluation information. Any No response means the site is not eligible for EWP assistance and no further information is necessary to complete the DSR. (See NEWPPM 390-502.03 and 390-502-04) Enter Yes/No regarding whether the affected public has been informed of the EWP program.	
1E	Enter the proposed treatment and the cost of installation.	NRCS only.
1F	NRCS Review and Approval.	
Section 2	Use available natural resource, economic, and social, information, including the EWP Programmatic Environmental Impact Statement (PEIS), to briefly describe the effects of the alternatives to the proposed action including the "no action" alternative. The no action alternative is the predictive future condition if no action is taken. Typically, the proposed action and no action are the alternatives considered for EWP recovery measures due to the focus on repairing or preventing damages within a watershed. However, in cases where additional alternatives are considered, include all pertinent information to adequately address the additional alternatives (e.g., proposed action would be bio-engineering for bank stabilization, no action alternative, and an additional alternative may be riprap for bank stabilization).	NRCS completes with voluntary assistance from Sponsor except for NRCS only portion of Section 1A.
2A	List all resource concerns which are relevant to the area of the proposed action and alternatives. Refer to National Bulletin 450-5-8 TCH-COMPLETING AND FILING MEASUREMENT UNITS FOR RESOURCE CONCERNS IN THE FIELD OFFICE TECHNICAL GUIDE (FOTG). Note: the affected area may extend beyond the construction foot print (ex. where water quality or water rights are affected downstream of the site).	
2B	Provide a brief description of the present condition of each resource concern listed in 2A. Quantify conditions where possible. Reference accompanying photo documentation.	
2C	Briefly summarize the practice/system of practices being proposed, as well as the "no action" alternative is the predicted future condition if no action is taken.	
2D	Document the efforts of the proposed action and alternatives for the considerations listed in 2A. Reference applicable quality criteria, information in the CPPE, and quantify effects whenever possible. Consider both long-term and short-term effects. Consider any effects which may be individually minor but cumulatively significant at a larger scale or over an extended time period. Clearly define the differences between proposed action, no action, and the other alternatives.	
477	Explanation of Requested Item	Who Completes
2E	Enter Special Environmental Concerns for Clean Water Act Waters of the U.S., Coastal Zone Management Areas, Coral Reefs, Cultural Resources, Endangered and Threatened Species, Environmental Justice, Essential Fish Habitat, Fish and Wildlife Coordination, Floodplain Management, Invasive Species, Migratory Birds, Natural Areas, Prime and Unique Farmlands, Riparian Areas, Scenic Beauty, Wetlands, and Wild and Scenic Rivers for each alternative considered. In the case where the selected alternative from Section 5A impacts a Special Environmental Concern, additional information, coordination, permitting or mitigation may be required and adequate documentation should be prepared and attached to the DSR to identify how NRCS or the Sponsor addressed the concern.	NRCS completes with voluntary assistance from Sponsor except for NRCS only portion of Section 1A.

2F	Identify Property Protected both private and public, business losses and other economic impacts considered for each alternative. Enter the dollar value of the potential future damages if no action is taken in the Future Damage (\$) column. This would be the estimate of the value lost if the EWP recovery measure is not installed. Use the repair cost or damage dollar method to determine the estimate of future damages. The repair cost method uses the costs to return the impaired property, good, or services based on their original pre-event condition or value. The damage dollar method uses an estimate of the future damage to value (e.g. if the structure is condemned, then enter the value of the structure). Enter the estimated amount based upon existing information or information furnished by the sponsor, contractors or others with specific knowledge for recovery from natural disasters for each alternative considered. Often market values for properties or services can be obtained from personnel at the local county/parish tax assessment office.  The DSR team needs to determine the Damage Factor (%) which is a coefficient that indicates the degree of damage reduction to a property that is attributed to the effect of the proposed EWP recovery measures. Use an appropriate estimate of how much of the damage the EWP recovery measure will avoid for the alternative being considered. If the recovery measures from a single site will prevent 100 percent of the damage use 100 percent. The Near Term Damage Reduction is the Future Damage (\$) times the Damage Factor (%). Sum the Near Term Damage Reduction values to calculate the Total Near Term Damage Reduction. Enter the Net Benefit which is computed by subtracting the Cost from section 3 from the total near term damage reduction. The economic section must be completed for each alternative considered. Attach additional sheets as necessary.	
2G	Enter information to describe the potential social impacts and considerations for each alternative. Answer Yes or No and any remarks necessary to adequately address each question. The information may be obtained through interviews with community leaders, government officials or sponsors. Factors such as road closures, loss of water, electricity, access to emergency services are used when answering whether the community as a whole has been impaired. This information is part of the environmental evaluation portion of the DSR but may be pertinent in Section 4 regarding priorities. The Social Considerations Section must be completed for each alternative considered. Attach additional sheets as necessary.	
2Н	Enter the Group Representation Information for the preferred alternative. Use the most recent census tract information based upon where the EWP recovery measures are located.	Sponsor completes

	Explanation of Requested Item	Who Completes
21	Enter whether easement, permissions, or permits, and mitigation will require consultation or coordination for the selected alternative (e.g., Clean Water Act section 404 permit, Endangered Species Act section 10 permits, and any State or county permits or requirements). Describe mitigation to be applied that will offset any adverse impacts and attach any documentation from other agencies regarding mitigation requirements.	NRCS completes with voluntary assistance from Sponsor.
Section 3	Enter Proposed Recovery Measure(s) including Quantity, Units, Unit Cost, and Total Amount Cost. Enter sum of all Proposed Recovery Measure Costs to calculate Total Costs. Enter Total Installation Costs in Section 1F. The Engineering Cost Estimate must be completed for each alternative considered. Attach additional sheets as necessary.	
Section 4	Explanation of Requested Item This section is used to determine the Funding Priority for the preferred alternative and sequence for initiating recovery measures. Enter Yes/No for questions 1 through 4 and enter the number (exigency 1, serious threat to human life 2, etc.) in the right column, Ranking Number Plus Modifier. Complete the Modifier portion by placing the alphabetic indicator a. through f. in the Modifier column. Complete the Ranking Number Plus Modifier column by entering the alphabetic indicator(s) that exists within the site. The number of the site designates the priority (e.g., a site with a designation of 2 is a higher priority that a site with a designation of 3). The modifiers increase the priority for the same numeric site (e.g., a site with a designation of 1a, would be a higher priority than a site with a designation of 1, a site with a designation of 2bc would be a higher priority than a site designated as 2b). Enter the Funding Priority in Section 1A.	
Section 5	Enter the Findings, Rationale Supporting Findings, NRCS Representative signature and Comments, and Concurrence signature by the Sponsor(s).	NRCS completes.
5A	Indicate the preferred alternative and check the applicable finding being made. The NRCS Representative signs indicating the Finding selected. If the proposed action was adequately addressed in the PEIS, check all appropriate chapter paragraphs.	
5B	Enter any additional Comments.	
5C	Sponsor(s) review and concurrence.	Sponsor(s) signature.
Section 6	Include attachments for location map, site sketch, or plan and other information as needed.	NRCS completes with voluntary assistance from Sponsor.

### Appendix D - Administrative Readiness Questionnaire

#### ADMINISTRATIVE READINESS QUESTIONNAIRE

The purpose of this questionnaire is to help determine if a sponsor is adequately equipped to administer EWP funds. If an applicant is <u>not</u> equipped, the applicant may be asked to retain the services of a qualified organization to assist in administering EWP funds. Please complete the entire questionnaire as candidly as possible. A copy of this questionnaire must be returned to NRCS (address below) before an EWP cooperative agreement will be executed with a sponsor.

USDA/NRCS/State Office ATTN: Contracting Officer 2614 NW 43rd Street Gainesville, FL 32606

Spo	nsor:				
	(Name a				
	Phone: _		FAX:		
Nam	ne and Title o	f Person Completing Questionnair	e:		
	P	Please Type or Print	Signature	_	
1.	Have you or your staff administered grants or loans from other federal programs in the past?  If yes, please list the federal agencies involved:				
2.	Have you	or your staff previously:			
		totally or in part with federal doll	om a contractor performing work under a contract funded ars, e with a Free and Open competition clause in a contract eral dollars,		
		Prepared a contract solicitation and was in accordance with the	package for a project that included federal assistance funds Code of Florida, or		
		Incorporated and monitored acti funded totally or in part with fede	ons related to federal environmental standards in contracts eral dollars.		
3.	Are you or	your staff personally familiar with f			
		Project fund financial manageme	ent and audit requirements,		
		Real property acquisition or eas	ements,		
		Bid letting procedures,			
		Equal Opportunity and Civil Righ	nts,		
		Contract administration.			
		Environmental regulations relate	ed to cultural resources, threatened and endangered species		
4.	Does your organization have a financial management system in place that meets the requirements of 7 CF 3016.20?				
5.	Does your organization have procurement standards in place that meet the requirements of 7 CFR 3016.36				
lf yo orga	u answered " inization that	'no" to more than two of the items l will be providing administration as	listed above, please provide the following information on the sistance to you:		
Nam	ne and Mailin	g Address of Organization:			
Pho	ne:		FAX:		
	tact Person:			_	
		ization have capabilities of accepting	ng electronic funds transfer?	_	
	o your organn				
		An Equal Opportu	unity Provider and Employer		

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May 2013

STATE: Florida

PROJECT: < name assigned by NRCS > AGREEMENT NO.: < # assigned by NRCS >

# UNITED STATES DEPARTMENT OF AGRICULTURE NATURAL RESOURCES CONSERVATION SERVICE PROJECT AGREEMENT

### LOCALLY LED CONTRACTING

### I. AUTHORITY

- A. Code of Federal Regulations, Title 7: Agriculture, Part 624-Emergency Watershed Protection, paragraph 624.8(c) authorizes NRCS to enter into a cooperative agreement with a sponsor.
- B. For purposes of this agreement, "Sponsor" refers to Name and State and is defined in 7 CFR 624.4(g) as: "Project sponsor means a State government or a State agency or a legal subdivision thereof, local unit of government, or any Native American tribe or tribal organization as defined in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450b), with a legal interest in or responsibility for the values threatened by a watershed emergency; is capable of obtaining necessary land rights; and is capable of carrying out any operation and maintenance responsibilities that may be required."

### II. PURPOSE

THIS AGREEMENT is hereby entered into by and between the *Name of Sponsor* hereinafter called the Sponsor; and the Natural Resources Conservation Service, United States Department of Agriculture, hereinafter called NRCS. The Catalog of Federal Domestic Assistance (CFDA) number for this project is 10.923.

### WITNESSETH THAT:

WHEREAS, under the provisions of Section 216 of Public Law 81-516, Emergency Watershed Protection (EWP) Program, and Title IV of the Agricultural Credit Act of 1978, Public Law 95-334, NRCS is authorized to assist the Sponsor in relieving hazards created by natural disasters that cause a sudden impairment of a watershed, and

WHEREAS, NRCS and the Sponsor agree to install emergency watershed protection measures to relieve hazards and damages created by *list name of storm event e.g. Hurricane Elwyn>*.

NOW, THEREFORE, in consideration of the premises and of the several promises to be faithfully performed by the parties hereto as set forth, the Sponsor and NRCS do hereby agree as follows:

A. It is agreed that the estimated eligible construction cost for this agreement is limited to \$<<u>enter dollar value of proposed construction</u>> for the following described works of improvement.

<u>Location</u>	<u>Description</u>	DSR No.
Enter name of site, e.g. Means Marsh	Described work (e.g. Debris removal from Canals and Waterways to prevent flooding and erosion protection on canals and waterways.)	# assigned by NRCS
Enter name of site, e.g.	Described work	# assigned by NRCS

The Sponsor will be reimbursed, from financial assistance funds, for *actual* eligible cost of constructing the works of improvement as described in Sections II.B.3 and II.C.1.

The Sponsor will be reimbursed, from technical assistance funds, for eligible in-kind technical services as described in Sections II.B.8 and Section II.C.2.

### B. THE SPONSOR WILL:

- 1. Designate an individual to serve as Project Manager to coordinate the requirements of this agreement with NRCS. The designation of the Sponsor's Project Manager shall be in writing to the Florida NRCS EWP Program Manager.
- 2. Provide for accomplishment of the works of improvement described in Section II.A and provide for their completion by <*date*>.
- 3. Provide 25% of the actual eligible construction cost, 100% of all ineligible construction costs, and 100% of all cost above the estimated eligible construction cost for the works of improvement described in Section II.A. Sponsor's 25% of the actual eligible construction may be in the form of cash, in-kind construction services, or a combination of both.

Eligible construction costs are included in the works of improvement as described in the approved Damage Survey Report (DSR) listed in Section II.A. Construction costs for work over, under, and through roadways are not eligible for reimbursement. Construction items included in the works of improvement that are eligible construction costs will be agreed upon during the pre-design conference.

Actual eligible construction costs will consist of eligible construction costs from contracts awarded to contractors plus eligible Sponsor in-kind construction costs for materials, labor, and equipment. The Sponsor shall provide NRCS documentation to support all eligible construction costs.

Construction costs incurred prior to the Sponsor and NRCS signing this agreement are ineligible and will not be reimbursed.

- 4. Accomplish construction of the works of improvement by contracting, in-kind construction services, or a combination of both.
- 5. For contracts, provide NRCS a copy of any solicitation (Invitation for Bids, Request for Quotations, etc.), bid abstract, and awarded contract, or other basis of cost and accomplishment. Abstracts of bids shall be submitted to NRCS for review and comment prior to award.
- 6. For in-kind construction services (materials, labor, and/or equipment supplied by the Sponsor), develop a Plan of Operation describing the construction services to be performed including estimated quantities and values. The Plan of Operation shall be submitted to NRCS for review and approval prior to commencement of construction. In-kind construction services for equipment shall not exceed published FEMA rates unless otherwise documented and concurred in advance by NRCS.

The following documentation is required to support the Sponsor's request for reimbursement of in-kind construction services:

- a. Invoices covering actual costs of materials used in constructing the eligible works of improvement.
- b. Records documenting the type, quality, and quantities of materials actually used in constructing the eligible works of improvement.
- c. Daily time records for each employee showing name, classification, wage rate, hours, and dates actually employed for constructing the eligible works of improvement.
- d. Equipment operating records showing the type and size of equipment, hourly rate, actual hours of operation and dates used to install the eligible works of improvement. Equipment idle time is not eligible in-kind construction services, even if on the job site, and should not be included in the equipment operating records.
- 7. Projects completed using NRCS EWP Program funds are not eligible for FEMA reimbursement.
- 8. Provide in-kind technical services (survey the site, design the project, develop engineering plans and specifications, let and administer contracts, inspect eligible works of improvement performed, certify completed works of improvement, and prepare asbuilt drawings). Reimbursement amount for eligible Sponsor in-kind technical services will be as described in Section II.C.2.

In-kind services costs incurred prior to the Sponsor and NRCS signing this agreement are ineligible and will not be reimbursed.

- 9. Acquire needed real property rights (land and water), permits, and licenses in accordance with Local, State and Federal laws at no cost to NRCS. Provide certification (signed NRCS-ADS-78) that real property rights have been obtained for works of improvement described in Section II.A supported by an attorney's opinion attached thereto. Certification shall be provided to NRCS prior to solicitation for installation of the works of improvement. Costs related to landrights and permits are ineligible for reimbursement.
- 10. Accept all financial and other responsibility for excess costs resulting from their failure to obtain or their delay in obtaining adequate land and water rights, permits, and licenses needed for the works of improvement described in Section II.A.
- 11. Take reasonable and necessary actions, including legal action, if required, to dispose of any and all contractual and administrative issues arising out of the contract(s) awarded under this agreement to include but not be limited to, disputes, claims, protests of award, source evaluation, and litigation that may result from the project, and bringing suit to collect from the contractor any moneys due in connection with the contract. Any monies collected will be distributed to the parties in the same ratio as contributions are made.
- 12. Comply with the requirements of the provisions included in Attachment A to this agreement. If applicable, complete the attached "Clean Air and Water Certification" included in Attachment A.
- 13. Within thirty (30) calendar days of signing the project agreement, hold a pre-design conference with the Sponsor, Sponsor's design engineer, and NRCS. The design conference shall set forth design parameters concurred by both the Sponsor and NRCS. During the pre-design conference, NRCS will determine the eligible construction costs.
- 14. Within fourteen (14) calendar days of the pre-design conference submit to NRCS a schedule with time lines of major items to be completed. Milestones shall include, but not limited to, obtaining landrights, obtaining permits, completing any necessary surveys, completing draft engineering plans and specifications for NRCS review, completing final engineering plans and specifications, completing quality assurance plan, solicit bids, award contract, issue notice to proceed, and complete construction.
- 15. Prior to commencement of work and/or solicitation of bids, submit for NRCS review, the preliminary design, construction specifications, and engineering drawings prepared in accordance with standard engineering principles and design parameters set forth in the pre-design conference.
- 16. Upon receiving comments from NRCS, prepare the final design, construction specifications, and engineering drawings in accordance with standard engineering principles, design parameters set forth in the pre-design conference. One set of the final plans and specifications shall be submitted to NRCS for final review and concurrence prior to solicitation of bids and/or commencement of work. The final construction plans and specifications shall be signed and sealed by a licensed Professional Engineer

- registered in the State of Florida. A copy of the signed and seal plans and specification shall be provided to NRCS.
- 17. Prior to commencement of work and/or solicitation of bids, submit for NRCS review and concurrence a Quality Assurance Plan (QAP). The QAP shall outline technical and administrative expertise required to ensure the works of improvement are installed in accordance with the plans and specifications, identify individuals with the expertise, describe items to be inspected, list equipment required for inspection, outline the frequency and timing of inspection (continuous or periodic), outline inspection procedures, and record keeping requirements. A copy of the final QAP shall be provided to NRCS prior to commencement of work.
- 18. Provide construction inspection in accordance with the QAP.
- 19. For structural works of improvement, prepare and submit for NRCS concurrence an Operation and Maintenance (O&M) Plan prior to commence of work. The O&M Plan shall describe the activities the Sponsor will do to ensure the project performs as designed. Upon completion of the works of improvement, the Sponsor shall assume responsibility for O&M.
- 20. Provide copies of site maps to appropriate Federal and State agencies for environmental review. Sponsor will notify NRCS of environmental clearance, modification of construction plans, or any unresolved concerns as well as copies of all permits, licenses, and other documents required by Federal, State, and local statutes and ordinances prior to solicitation for installation of the works of improvement. All modifications to the plans and specifications shall be reviewed and concurred on by NRCS.
- 21. Ensure that any special requirements for compliance with environmental and/or cultural resource laws are incorporated into the project.
- 22. The Sponsor's Project Manager will submit a brief progress report via e-mail to the NRCS EWP Program Manager and the NRCS Project Manager every two (2) weeks after the project agreement is signed by both parties. The report shall include, but not limited to, the progress of survey, design, procurement, construction, and current and anticipated progress of the project.
- 23. Ensure that all contracts for design and construction services will be procured in accordance with procedures prescribed in the Code of Florida and Federal regulations applicable to the Sponsor, including the provisions contained in Attachment B to this agreement.
- 24. Arrange for and conduct final inspection of the works of improvement. The NRCS Project Manager, the Sponsor's Project Manager, and the Sponsor's design engineer shall participate in the final inspection. A Professional Engineer registered in the State of Florida furnished by the Sponsor shall certify that the project was installed in accordance with the plans and specifications.

- 25. If needed, upon completion of emergency protection works of improvement and the elimination of the threat, take action to bring the works of improvement up to reasonable standards by other means and/or authority. Unless the works of improvement are brought up to reasonable standards, the sponsor will not be eligible for future funding under the EWP Program.
- 26. Provide final as-built drawings and quantities to NRCS. As-built drawings and quantities shall be certified by the engineer furnished by the Sponsor. The as-built drawings shall consist of the original construction drawings showing any changes or modifications made during construction.
- 27. Pay the contractor as provided in the contract(s).
- 28. Submit copies of billings for reimbursement to NRCS on Form SF-270, "Request for Advance or Reimbursement", on a monthly, but not less than quarterly (March, June, September, and December) basis to the NRCS Project Manager. Final payment request shall be submitted within thirty (30) calendar days of completion of the works of improvement. All requests for reimbursement shall include all appropriate and complete documentation to support the reimbursement request.
- 29. The required supporting documentation for reimbursement of construction costs include invoices and proof of payment to the contractor showing the items and quantities installed and certified by the engineer of record along with any supporting documentation such as quantity calculations, rock weight tickets, etc.
- 30. The required supporting documentation for reimbursement of in-kind construction expenses will include employee time sheets, employee hourly rate, equipment operating logs, equipment hourly rate, and material quantities and invoices.
- 31. The required documentation for reimbursement of in-kind technical services will be invoices and proof or payment to consultants and/or employee time sheets along with the employee's hourly rate, hours worked, and date work was performed.
- 32. When requested by NRCS, submit quarterly accrual reports for (a) the total cumulative construction services costs and (b) the total cumulative in-kind technical services costs incurred or will incur for the quarter requested for the eligible works of improvement described in Section II.A. The cumulative total value of work (construction services and in-kind technical services) includes the total of all payments previously paid and payments pending for work performed and estimated to be performed through the end of the quarter requested.
- 33. Administer their action under this agreement in accordance with 7 CFR 3015, 7 CFR 3016, OMB Circulars A-102, A-87, A-133, and other rules referenced in 7-CFR 3015.
- 34. Comply with the nondiscrimination provisions of the Equal Opportunity clause and the Notice to Contracting Local Organizations of the Requirement for Certifications of Nonsegregated Facilities clause, Form SCS-AS-818, attached hereto as Attachment B.

- 35. Hold and save NRCS free from any and all claims or causes of action whatsoever resulting from the obligations undertaken by the Sponsor under this agreement or resulting from the work provided for in this agreement.
- 36. Retain all records dealing with the award and administration of contract(s) for three (3) years from the date of the sponsor's submission of the final Request for Reimbursement or until final audit findings have been resolved, whichever is longer. If any litigation is started before the expiration of the three (3) year period, the records are to be retained until the litigation is resolved or the end of the three (3) year period, whichever is longer. Make such records available to the Comptroller General of the United States or his or her duly authorized representative and accredited representatives of the U.S. Department of Agriculture or cognizant audit agency for the purpose of making audit, examination, excerpts, and transcripts.
- 37. Be responsible for all administrative expenses (including but shall not be limited to facilities, clerical expenses), and legal counsel necessary including the fees of such attorney or attorneys deemed necessary by NRCS to resolve any legal matters.
- 38. Requests for a time extension to the agreement, (if necessary), shall be submitted in writing no less than thirty (30) days prior to the expiration date of the agreement, specified in Section II.B.2. A request for a time extension must be supported by (a) justification for the need of an extension and why it would be in the best interest of the government; (b) a statement documenting why the project was not completed on schedule, (c) a plan detailing how the project will be successfully completed if extended, and (d) a revised schedule (inclusive of dates) by work tasks through project completion. The written, signed request should be submitted to the Florida EWP Program Manager, Jesse Wilson, at USDA-NRCS Florida State Office, 2614 NW 43rd Street, Gainesville, Florida 32606.
- 39. Complete all required work under this agreement including, but not limited to, construction of works of improvement, final inspection, payment to all contractors, submissions of as-built drawings, and certification of final quantities.

### C. NRCS WILL:

- 1. Designate an individual to serve as Project Manager between NRCS and the Sponsor. The NRCS Project Manager will represent NRCS on Section II.C, Items 4, 5, 6, 7, 9, and 10 and Section II.D, Items 3, 4, and 9.
- 2. Reimburse the Sponsor for 75 percent of the *actual* eligible construction cost of constructing the works of improvement described in Section II.A and computed as described in II.B.3. NRCS will reimburse *actual* eligible cost of constructing from financial assistance funds up to a maximum of \$XXX (limited to 75% of \$XXX).
- 3. Reimburse the Sponsor for eligible in-kind technical services not to exceed 7.5 percent of the *actual* eligible construction cost for constructing the works of improvement described in Section II.A and defined in Section II.B.6. NRCS will reimburse in-kind

- technical services from technical assistance funds up to a maximum of \$XXX (limited to 7.5% of \$XXX).
- 4. Assist Sponsor and Sponsor's engineer in establishing design parameters and approve as set forth in Section II.B.13.
- 5. Determine eligible construction costs during the pre-design conference as set forth in Section II.B.13.
- 6. Review, comment and concur preliminary and final plans, specifications, O&M Plan, Plan of Operation (if required) and QAP as described in Sections II.B, Items 6, 15, 16, 17, and 19.
- 7. Review abstracts of bids and provide comments to Sponsor prior to award.
- 8. Not be substantially involved with the technical or contractual administration of this agreement, but will provide advice and counsel as needed.
- 9. Make periodic site visits during the installation of the works improvement to review construction progress, document conformance to engineering plans and specifications, and provide any necessary clarification on the Sponsor's responsibility as set forth in Section II.B.
- 10. Upon notification of the completion of the works of improvement described in Section II.A, NRCS shall promptly review the performance of the Sponsor to determine if the requirements of this agreement and fund expenditures as agreed have been met.
- 11. Upon receipt and approval of Form SF-270, "Request for Advance or Reimbursement" and supporting documentation, make payment to the Sponsor for NRCS's share of the eligible costs.

### D. IT IS MUTUALLY AGREED:

- 1. This agreement shall become null and void one hundred and eighty (180) calendar days after the date NRCS has signed and executed this agreement if a solicitation for bids has not been publicly advertised or a contract has not been awarded.
- 2. This agreement shall be effective upon signature by NRCS. All work required under this agreement shall be completed in accordance with this agreement. No work shall be performed prior to receiving a fully executed agreement. Any work performed prior to receiving a fully executed agreement is not eligible for reimbursement. Any change in the effective dates of this agreement must be by written amendment and signed by the Sponsor and NRCS prior to the expiration date.
- 3. That each party shall review, comment, and concur with the engineering drawings, construction specifications, Plan of Operation (if required), O&M plan, and QAP as described in Sections II.B Items 15, 16, 17, and 19 of this agreement.

- 4. Upon notification from the Sponsor of the completion of construction, NRCS shall promptly review the performance of the Sponsor to determine if the requirements of this agreement have been met.
- 5. Payment under this agreement will be by electronic funds transfer (EFT) procedures in accordance with 31 CFR 208. EFT procedures will comply with USDA National Finance Center (NFC) requirements.
- 6. The furnishing of financial and other assistance by NRCS is contingent on the availability of funds appropriated by Congress from which payment may be made and shall not obligate NRCS upon failure of the Congress to appropriate funds.
- 7. NRCS may terminate this agreement in whole or in part when it is determined by NRCS that the Sponsors have failed to comply with any of the conditions of this agreement. NRCS shall promptly notify the Sponsor in writing of the determination and reasons for the termination, together with the effective date. Payments or recoveries made by NRCS under this termination shall be in accordance with the legal rights and liabilities of NRCS and the Sponsors.
- 8. This agreement may be temporarily suspended by NRCS if it determines that corrective action by the Sponsor is needed to meet the provisions of this agreement. Further, NRCS may suspend this agreement when it is evident that a termination is pending.
- 9. If agreed to by the NRCS and Sponsor's Project Manager, adjustments may be made to and between individual DSR costs without amending this agreement as long as the total estimated eligible construction costs described in II.A of this agreement is not exceeded.
- 10. This agreement may be executed in any number of counterparts and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Receipt of a facsimile signature (followed promptly by an original executed counterpart) shall be deemed receipt of an original.
- 11. By signing this agreement the recipient assures the Department of Agriculture that the program or activities provided for under this agreement will be conducted in compliance with all applicable Federal civil rights laws, rules, regulations, and policies.
- 12. Employees of NRCS shall participate in efforts under this agreement solely as representatives of the NRCS. To this end, they shall not participate as directors, officers, employees, or otherwise serve or hold themselves out as representatives of the Sponsor or any member of the Sponsor. They also shall not assist the Sponsor or any member the Sponsor with efforts to lobby Congress, or to raise money through fundraising efforts. Further, NRCS employees shall report to their immediate supervisor any negotiations with the Sponsor, or any member of the Sponsor, concerning future employment and shall refrain from participation in efforts regarding such party until approved by the Agency.

13. Employees of the Sponsor shall remain its employees while carrying out their duties under this agreement and shall not be considered as Federal employees or agents of the United States for any purpose under this agreement.

# E. APPROVED: <NAME OF SPONSOR> By: ______ Signatory Official is authorized to make this commitment on behalf of <Name of Sponsor.> Date: _____ (Signature) TIN: _____ (Date) UNITED STATES DEPARTMENT OF AGRICULTURE NATURAL RESOURCES CONSERVATION SERVICE By: ______ Title: _____ Date: ______

Reviewed: _____ Date: _____

STATE: Florida

PROJECT: <*NRCS enters number*> AGREEMENT NO.: <*NRCS enters* 

agreement number>

# UNITED STATES DEPARTMENT OF AGRICULTURE NATURAL RESOURCES CONSERVATION SERVICE

### COOPERATIVE AGREEMENT - FORCE ACCOUNT

THIS AGREEMENT is between the *Sponsor Name*, hereinafter called the Sponsor; and the United States Department of Agriculture, Natural Resources Conservation Service, hereinafter called the NRCS. The Catalog of Federal Domestic Assistance (CFDA) number for this project is 10.923.

### WITNESSETH THAT:

WHEREAS, under the provisions of Section 216 of Public Law 81-516, Emergency Watershed Protection Program and Title IV of the Agricultural Credit Act of 1978, Public Law 95-334, NRCS is authorized to assist the Sponsor in relieving hazards created by natural disasters that cause impairment of a watershed, and

WHEREAS, NRCS and the Sponsor agree to install emergency watershed protection measures to relieve hazards and damages created by < *list name of storm event e.g.* >

NOW, THEREFORE, in consideration of the premises and of the several promises to be faithfully performed by the parties hereto as set forth, the Sponsor and NRCS do hereby agree as follows:

A. It is agreed that the estimated eligible construction cost for this agreement is limited to \$<*enter dollar value of proposed construction>* for the following described works of improvement.

<u>Location</u>	<u>Description</u>	DSR No.
<enter location="" site=""></enter>	<enter description="" of="" work=""></enter>	<dsr #="" by="" nrcs="" provided=""></dsr>
<enter location="" site=""></enter>	<enter description="" of="" work=""></enter>	<dsr #="" by="" nrcs="" provided=""></dsr>

The Sponsor will be reimbursed, from financial assistance funds, for *actual* eligible cost of constructing the works of improvement as described in Sections B.3 and C.2.

The Sponsor will be reimbursed, from technical assistance funds, for eligible in-kind technical services as described in Sections B.5 and Section C.3.

### B. The Sponsor will:

- 1. Designate an individual to serve as Project Manager (PM) to coordinate the requirements of this agreement with NRCS. The designation of the Sponsor's PM shall be in writing to the Florida NRCS EWP Program Manager.
- 2. Provide for accomplishment of the works of improvement described in Section A and provide for their completion by < date>.
- 3. Provide 25% of the actual eligible construction cost, 100% of all ineligible construction costs, and 100% of all cost above the estimated eligible construction cost for the works of improvement described in Section A. This cost to the Sponsor is estimated to be \$<\frac{Enter Dollar Amount>}{Enter}.

Eligible construction costs are included in the works of improvement as described in the approved Damage Survey Report (DSR) listed in Section A. Construction costs for work over, under, and through roadways are not eligible for reimbursement. Construction items included in the works of improvement that are eligible construction costs will be agreed upon during the pre-design conference.

Actual eligible construction costs will consist of eligible Sponsor in-kind construction costs for materials, labor, and equipment. The Sponsor shall provide NRCS documentation to support all eligible construction costs.

Construction costs incurred prior to the Sponsor and NRCS signing this agreement are ineligible and will not be reimbursed.

- 4. Acquire needed real property rights (land and water), permits, and licenses in accordance with Local, State and Federal laws at no cost to NRCS. Provide certification (signed NRCS-ADS-78) that real property rights have been obtained for works of improvement described in Section A supported by an attorney's opinion attached thereto. Certification shall be provided to NRCS prior to installation of the works of improvement. Procure any acquisitions in accordance with applicable state requirements.
- 5. Provide in-kind technical services (survey the site, design the project, develop engineering plans and specifications, procurement of materials, let and administer contracts, inspect eligible works of improvement performed, certify completed works of improvement, and prepare as-built drawings). Reimbursement amount for eligible Sponsor in-kind technical services will be as described in Section C.3.
  - In-kind technical services costs incurred prior to the Sponsor and NRCS signing this agreement are ineligible and will not be reimbursed.
- 6. The Sponsor PM will submit a brief progress report via e-mail to the NRCS Emergency Watershed Program Manager and the NRCS PM every two weeks after the project agreement is signed by both parties. The report shall include but not limited to the progress of survey, design, procurement and construction.

- 7. Within thirty (30) calendar days of signing the project agreement, hold a pre-design conference with the Sponsor, Sponsor's design engineer, and NRCS. The design conference shall set forth design parameters concurred by both the Sponsor and NRCS.
- 8. Prior to commencement of work, submit for NRCS review, the preliminary Plan of Operations, preliminary design, construction specifications, and engineering drawings prepared in accordance with standard engineering principles and design parameters set forth in the pre-design conference.
- 9. The Plan of Operation shall include:
  - a. a construction schedule that provides a anticipated time (days) to complete each major item of work;
  - b. list of equipment to be used to install the works of improvement, anticipated hours equipment will be used on the job, and hourly rate;
  - c. list of all personnel that will be used to install the works of improvement, anticipated hours of work, and hourly rate;
  - d. list of all materials to be installed, quantity, and unit cost.
- 10. Upon receiving comments from NRCS, prepare the final Plan of Operations, final design, construction specifications, and engineering drawings in accordance with standard engineering principles, design parameters set forth in the pre-design conference. One set of the final Plan of Operations engineering plans and specifications shall be submitted to NRCS for final review and concurrence prior to commencement of work. The final construction plans and specifications shall be signed and sealed by a licensed Professional Engineer registered in the State of Florida as required by state law.
- 11. Prior to commencement of work, submit for NRCS review the Quality Assurance Plan (QAP). The QAP shall outline technical and administrative expertise required to ensure the works of improvement are installed in accordance with the plans and specifications, identify individuals with the expertise, describe items to be inspected, list equipment required for inspection, outline the frequency and timing of inspection (continuous or periodic), outline inspection procedures, and record keeping requirements.
- 12. Provide construction inspection in accordance with the QAP.
- 13. For structural works of improvement, prepare and submit for NRCS concurrence an Operation and Maintenance (O&M) Plan prior to commence of work. The O&M Plan shall describe the activities the Sponsor will do to ensure the project performs as designed. Upon completion of the works of improvement, the Sponsor shall assume responsibility for O&M.

- 14. Provide copies of site maps to appropriate Federal and State agencies for environmental review. Sponsor will notify NRCS of environmental clearance, modification of construction plans, or any unresolved concerns as well as copies of all permits, licenses, and other documents required by Federal, State, and local statutes and ordinances prior to solicitation for installation of the works of improvement. All modifications to the plans and specifications shall be reviewed and concurred in by NRCS.
- 15. Ensure that any special requirements for compliance with environmental and/or cultural resource laws are incorporated into the project.
- 16. Secure the materials and equipment to install the emergency watershed protection measures described in Section A in accordance with the approved plans and specifications concurred in by NRCS. Protect all materials to be used and maintain a current record of disbursements and use of such material. Maintain all equipment used in good operating condition without cost to NRCS. Equipment shall be operated safely at all times.
- 17. Carry out the work in accordance with the Plan of Operations heretofore prepared by the Sponsor and concurred in by NRCS. Secure NRCS concurrence before changing the Plan of Operations.
- 18. Ensure that requirements for compliance with all environmental and/or cultural resource laws are incorporated into the project.
- 19. Employ competent personnel to carry out the work.
- 20. The Sponsor's PM will submit a brief progress report via e-mail to the NRCS EWP Program Manager and the NRCS PM every two (2) weeks after the project agreement is signed by both parties. The report shall include, but not limited to, the progress of survey, design, procurement, construction, and current and anticipated progress of the project.
- 21. Be responsible for all administrative expenses necessary to arrange for and carry out the emergency watershed protection measures described in Section A. These administrative expenses include, but shall not be limited to, facilities, clerical personnel, and legal counsel including such attorneys deemed necessary by NRCS to resolve any legal matters.
- 22. Submit billings to NRCS on Form SF-270, Request for Advance or Reimbursement, along with itemization of eligible costs incurred. Receive payment under this agreement using electronic funds transfer (EFT) procedures in accordance with 31 CFR 208. EFT procedures will comply with USDA National Finance Center (NFC) requirements.
- 23. Maintain, as a minimum, the following documentation to support the Sponsor's request for reimbursement:
  - a. Invoices covering actual costs of materials used in constructing the eligible works of improvement.

- b. Records documenting the type, quality, and quantities of materials actually used in constructing the eligible works of improvement.
- c. Daily time records for each employee showing name, classification, wage rate, hours, and dates actually employed for constructing the eligible works of improvement.
- d. Equipment operating records showing the type and size of equipment, hourly rate (rates need to coincide with published FEMA rates), actual hours of operation and dates used to install the eligible works of improvement. Equipment idle time is not eligible in-kind construction services, even if on the job site, and should not be included in the equipment operating records.
- e. Reimbursement of in-kind technical services must include daily time records for each employee showing name, classification, wage rate, hours, and dates actually employed for providing technical services and any invoices from outside consulting services if used to provide technical services for the eligible works of improvement.
- 24. Arrange for and conduct final inspection on completed emergency watershed protection measures with NRCS to determine whether all work has been performed in accordance with specifications and plan of operations.
- 25. Provide final as-built drawings and quantities to NRCS. As-built drawings and quantities shall be certified by the engineer furnished by the Sponsor. The as-built drawings shall consist of the original construction drawings showing any changes or modifications made during construction.
- 26. When requested by NRCS, submit quarterly accrual reports for (a) the total cumulative construction services costs and (b) the total cumulative in-kind technical services costs incurred or will incur for the quarter requested for the eligible works of improvement described in Section II.A. The cumulative total value of work (construction services and in-kind technical services) includes the total of all payments previously paid and payments pending for work performed and estimated to be performed through the end of the quarter requested.
- 27. Hold and save NRCS free from any and all claims or causes of action whatsoever resulting from the obligations undertaken by it under this agreement or resulting from the work provided for in this agreement.
- 28. Retain all records dealing with direct supervision, labor, equipment, and materials used in the work for 3 years from the date of the Sponsor's submission of the final request for payment or until final audit findings have been resolved, whichever is longer. If any litigation is started before the expiration of the 3-year period, the records are to be retained until the litigation is resolved or until 3 years, whichever is longer. Make such records available to the Comptroller General of the United States or his or her duly authorized representative and accredited representatives of the Department of Agriculture or cognizant audit agency for the purpose of making audit, examination, excerpt, and transcripts.

- 29. Comply with the nondiscrimination provisions of the Equal Opportunity clause and the Notice to Contracting Local Organizations of the Requirement for Certifications of Nonsegregated Facilities clause, Form SCS-AS-818, attached hereto as Attachment B.
- 30. Requests for a time extension to the agreement, (if necessary), shall be submitted in writing no less than thirty (30) days prior to the expiration date of the agreement, specified in Section B.2. A request for a time extension must be supported by (a) justification for the need of an extension and why it would be in the best interest of the government; (b) a statement documenting why the project was not completed on schedule, (c) a plan detailing how the project will be successfully completed if extended, and (d) a revised schedule (inclusive of dates) by work tasks through project completion. The written, signed request should be submitted to the Florida EWP Program Manager, Jesse Wilson, at USDA-NRCS Florida State Office, 2614 NW 43rd Street, Gainesville, Florida 32606.
- 31. Comply with the applicable requirements in Attachments A and B to this agreement. If applicable, complete the attached "Clean Air and Water Certification" included in Attachment A.
- 32. Work with and recognize NRCS in any public or legislative outreach deemed appropriate for aiding citizens in understanding the use of public funds and repair of watersheds undertaken as a result of this cooperative venture.

### C. NRCS will:

- 1. Designate an individual as the Project Manager to represent NRCS to Sponsor. Sponsor and Sponsor's engineer establish design parameters and review, approve, and concur in the Plan of Operations, plans and specifications, and QAP as set forth in Section B. 7, 8, 9, and 10.
- 2. Reimburse the Sponsor for 75 percent of the *actual* eligible construction cost of constructing the works of improvement described in Section A and computed as described in B.3 up to a maximum of \$XXX (limited to 75% of \$XXX).
- 3. Reimburse the Sponsor for eligible in-kind technical services not to exceed 7.5 percent of the *actual* eligible construction cost for constructing the works of improvement described in Section A and defined in Section B.5. NRCS will reimburse in-kind technical services from technical assistance funds up to a maximum of \$XXX (limited to 7.5% of \$XXX).
- 4. Assist Sponsor and Sponsor's engineer in establishing design parameters and approve as set forth in Section B.7.
- 5. Review, comment and concur preliminary and final plans, specifications, O&M Plan, Plan of Operation and QAP as described in Section B, Items 8, 10, and 11.
- 6. Not be substantially involved with the technical or contractual administration of this agreement, but will provide advice and counsel as needed.

- 7. Make periodic site visits during the installation of the works improvement to review construction progress, document conformance to engineering plans and specifications, participate in final inspection, and provide any necessary clarification on the Sponsor's responsibility as set forth in Section B.
- 8. Upon notification of the completion of the works of improvement described in Section A, NRCS shall promptly review the performance of the Sponsor to determine if the requirements of this agreement and fund expenditures as agreed have been met.
- 9. Upon receipt and approval of Form SF-270, "Request for Advance or Reimbursement" and supporting documentation, make payment to the Sponsor for NRCS's share of the eligible costs. Payment will be made under this agreement using electronic funds transfer (EFT) procedures in accordance with 31 CFR 208.

### D. It is mutually agreed that:

- 1. This agreement is effective the date it is fully executed by all parties to this agreement. It shall become null and void 90 calendar days after the date NRCS has executed this agreement in the event the work has not been commenced.
- 2. This agreement may be renegotiated, amended, extended, or modified by a written amendment executed by authorized officials of the Sponsor and the NRCS as mutually agreed by both parties. The State Conservationist may make adjustments in the estimated cost to NRCS set forth in C.1 for performing the works described in Section A. No adjustment shall change the cost-sharing assistance to be provided by NRCS as set forth in C.1 nor reduce funds below the amount required to provide NRCS' share of the cost.
- 3. The procurement of materials necessary for accomplishing the emergency watershed protection measures described in Section A. will not be made from the Sponsor or firms in which any official of such organization or any member of such official's immediate family has direct or indirect financial interest in the pecuniary profits of such firm. No Member of or delegate to Congress or Resident Commissioner shall be admitted to any share or part of this agreement, or to any benefit that may arise there from; but this provision shall not be construed to extend to this agreement if made with a corporation for its general benefit.
- 4. NRCS may terminate this agreement in whole or in part when it is determined by NRCS that the Sponsor has failed to comply with any of the conditions of this agreement. NRCS shall promptly notify the Sponsor in writing of the determination and reasons for the termination, together with the effective date. Payments made by or recoveries made by NRCS under this termination shall be in accord with the legal rights and liabilities of NRCS and the Sponsor.
- 5. In the event of default of any vendor, any excess costs collected from the defaulting vendor are to be prorated between the Sponsor and NRCS in the same ratio as funds are contributed under the terms of this agreement.

- 6. This agreement may be temporarily suspended by NRCS if it determines that corrective action by the Sponsor is needed to meet the provisions of this agreement. Further, NRCS may suspend this agreement when it is evident that a termination is pending.
- 7. NRCS, at its sole discretion, may refuse to cost share should the Sponsor, elect to proceed without obtaining concurrence as set out in Section B. of this agreement.
- 8. The furnishing of financial and other assistance by NRCS is contingent upon the continuing availability of appropriations by Congress from which payment may be made and shall not obligate NRCS if Congress fails to so appropriate.
- 9. By signing this agreement, the recipient assures the Department of Agriculture that the program or activities provided for under this agreement will be conducted in compliance with all applicable Federal civil rights laws, rules, regulations, and policies.

### E. APPROVED:

<name of="" sponsor=""></name>	
By:	Signatory Official is Authorized to make this Commitment on behalf of <i>Name of</i>
Title:	Sponsor>.
Date	
TIN:	(Title) (Attest Signature)
UNITED STATES DEPARTMI NATURAL RESOURCES CON	
By:	
Title:	
Date:	

- I. DRUG-FREE WORKPLACE CERTIFICATION
- II. CERTIFICATION REGARDING LOBBYING
- III. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS-PRIMARY COVERED TRANSACTIONS
- IV. CLEAN AIR AND WATER CERTIFICATION
- V. ASSURANCES AND COMPLIANCE
- VI. EXAMINATION OF RECORDS

Sponsor agrees to comply with the following special provisions which are hereby incorporated into this Agreement.

### I. Drug Free Workplace

By signing this Agreement, the Sponsor is providing the certification set out below. If it is later determined that the Sponsor knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, the Department of Agriculture Natural Resources Conservation Service (hereinafter "Service"), in addition to other remedies available to the Federal Government, may take action under the Drug-Free Workplace Act.

Controlled substance means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. § 812) and as further defined by regulation (21 C.F.R. §§ 1308.11 through 1308.15);

<u>Conviction</u> means a finding of (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal and State criminal drug statutes;

<u>Criminal drug statute</u> means a Federal or State criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance;

Employee means the employee of a Sponsor directly engaged in the performance of work for which the Service is providing funding, including (I) All direct charge employees; (ii) All indirect charge employees, unless their impact or involvement is insignificant to the work performed by the Sponsor; and (iii) Temporary personnel and consultants who are directly engaged in the work performed by the Sponsor and who are on the Sponsor's payroll. This definition does not include workers not on the payroll of the Sponsor (e.g., volunteers, even if used to meet matching requirements; consultants or independent contractors not the Sponsor's payroll, or employees of subrecipients or subcontractors in covered workplaces).

### **CERTIFICATION**

- A. The Sponsor certifies that it has or will continue provide a drug-free workplace by:
  - (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Sponsor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - (b) Establishing an ongoing drug-free awareness program to inform employees about:
    - (1) The danger of drug abuse in the workplace;
    - (2) The Sponsor's policy of maintaining a drug-free workplace;
    - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
    - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

- (c) Making it a requirement that each employee to be engaged in the performance of the Program be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment by the Sponsor, the employee will:
  - (1) Abide by the terms of the statement; and
  - (2) Notify the Sponsor in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the Service in writing, within ten calendar days after receiving notice under paragraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every Service officer or other designee on whose Sponsor activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notice. Notice shall include the identification number(s) of the Sponsor.
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (d)(2), with respect to any employee who is so convicted:
  - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a) through (f).
- (h) Agencies shall keep the original of all disclosure reports in the official files of the agency.
- B. The Sponsor may provide a list of the site(s) for the performance of work done in connection with the Program described in this Agreement.

- II. Certification Regarding Lobbying (7 C.F.R. § 3018) (Applicable if this agreement exceeds \$100,000)
  - (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sponsor, to any person for influencing or attempting to influence an officer or employee of any agency, Member of Congress, and officer or employee of Congress, or a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement..
  - (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
  - (3) The Sponsor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
  - (4) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- III. Certification Regarding Debarment, Suspension, and Other Responsibility Matters Primary Covered Transactions, (7 C.F.R. § 3017)
  - (1) The Sponsor certifies to the best of its knowledge and belief, that it and its principals:
    - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
    - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of awards, making false statements, or receiving stolen property;
    - (c) Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

- (d) Have not within a three-year period preceding this cooperative agreement had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the primary Sponsor is unable to certify to any of the statements of this certification, such prospective participant shall attach an explanation to this Agreement.
- IV. <u>Clean Air and Water Certification</u> (Applicable if this agreement exceeds \$100,000, or a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. § 1857c-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. § 1319(c)) and is listed by EPA, or is not otherwise exempt.)

The Sponsor signatory to this Agreement certifies as follows:

- (a) Any facility to be utilized in the performance of this proposed agreement is _____, is not _____ listed on the Environmental Protection Agency List of Violating Facilities.
- (b) To promptly notify the State or Regional Conservationist prior to the signing of this Agreement by the Service, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating any facility which he/she proposes to use for the performance of the agreement under consideration to be listed on the Environmental Protection Agency List of Violating Facilities.
- (c) To include substantially this certification, including this subparagraph (c), in every nonexempt subagreement.

### Clean Air and Water Clause

(Applicable only if this agreement exceeds \$100,000, or a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. § 1857c-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. § 1319(c)) and is listed by EPA, or the agreement is not otherwise exempt.)

### A. The Sponsor agrees as follows:

- (1) To comply with all the requirements of section 114 of the Clean Air Act, as amended (42 U.S.C. § 1857, et seq., as amended by Public Law 91-604) and section 308 of the Federal Water Pollution Control Act (33 U.S.C. § 1251, et seq., as amended by Public Law 92-500), respectively, relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in section 114 and section 308 of the Air Act and the Water Act, respectively, an all regulations and guidelines issued thereunder before the signing of this Agreement by the Service.
- (2) That no portion of the work required by this Agreement will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date when this Agreement was signed by the Service unless and until the EPA removes the name of such facility or facilities from such listing.
- (3) To use their best efforts to comply with clean air standards and clean water standards at the facilities at which the work under this Agreement is being performed.

- (4) To insert the substance of the provisions of this clause in any nonexempt subagreement, including this subparagraph A.
- B. The terms used in this clause have the following meanings:
  - (1) The term "Air Act" means the Clean Air Act, as amended (42 U.S.C. § 1857 et seq., as amended by Public Law 91-604).
  - (2) The term "Water Act" means the Federal Water Pollution Control Act, as amended (33 U.S.C. § 1251 et seq., as amended by Public Law 92-500).
  - (3) The term "clean air standards" means any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, or other requirements which are contained in, issued under, or otherwise adopted pursuant to the Air Act or Executive Order 11738, an applicable implementation plan as described in section 110(d) of the Clean Air Act (42 U.S.C. § 1857c-5(d)), an approved implementation procedure or plan under section 111(c) or section 111(d), respectively, of the Air Act (42 U.S.C. § 1857c-6(c) or (d)), or an approved implementation procedure under section 112(d) of the Air Act (42 U.S.C. § 1857c-7(d)).
  - (4) The term "clean water standards" means any enforceable limitation, control, condition, prohibition, standards, or other requirement which is promulgated pursuant to the Water Act or contained in a permit issued to a discharger by the Environmental Protection Agency or by a State under an approved program, as authorized by section 402 of the Water Act (33 U.S.C. § 1342), or by a local government to ensure compliance with pretreatment regulations as required by section 307 of the Water Act (33 U.S.C. § 1317).
  - (5) The term "compliance" means compliance with the clean air or water standards. Compliance shall also mean compliance with the schedule or plan ordered or approved by a court of competent jurisdiction, the Environmental Protection Agency, or any air or water pollution control issued pursuant thereto.
  - (6) The term "facility" means any building, plant, installation, structure, mine, vessel or other floating craft, location or site of operations owned, leased or supervised by a Sponsor, to be utilized in the performance of an agreement or subagreement. Where a location or site of operations contains or includes more than one building, plant, installation, or structure, the entire location shall be deemed to be a facility except where the Director, Office of Federal Activities, Environmental Protection Agency, determines that independent facilities are located in one geographical area.

### V. Assurance and Compliance

As a condition of the grant or cooperative agreement, the Sponsor assures and certifies that it is in compliance with and will comply in the course of the agreement with all applicable laws, regulations, Executive Orders and other generally applicable requirements, including those set out in 7 C.F.R. §§ 3015, 3016, 3017, 3018, 3019 and 3052, which are hereby incorporated in this Agreement by reference, and such other statutory provisions as are specifically set forth herein.

### VI. Examination of Records

Give the Service or the Comptroller General, through any authorized representative, access to and the right to examine all records, papers, or documents related to this Agreement under the procedures set forth under Section (C)(8) of the Agreement. Retain all records related to this Agreement for a period of three years after the completion of the terms of this Agreement in accordance with the applicable OMB Circular.

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- I. EQUAL OPPORTUNITY (SCS-AS-83)
- II. EQUAL OPPORTUNITY (FEDERAL ASSISTED CONSTRUCTION) (SCS-AS-83)
- III. NOTICE TO CONTRACTING LOCAL ORGANIZATION OF REQUIREMENTS FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES
- IV. NOTICE TO PROSPECTIVE FEDERALLY ASSISTED CONSTRUCTION CONTRACTORS
- V. NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENTS FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES
- VI. CERTIFICATION OF NONSEGREGATED FACILITIES (SCS-AS-818)
- VII. STANDARD FEDERAL EQUAL EMLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246)

### CONSTRUCTION

### I. EQUAL OPPORTUNITY

The Contracting Local Organization agrees to incorporate, or cause to be incorporated, into any contract for construction work, or modification thereof, as defined in the rules and regulations of the Secretary of Labor at 41 CFR, Chapter 60, which is paid for, in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following Equal Opportunity (Federally Assisted Construction) clause:

### II. EQUAL OPPORTUNITY (FEDERALLY ASSISTED CONSTRUCTION)

During the performance of this contract the Contractor agrees as follows:

- 1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. 'The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff determination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this Equal Opportunity (Federally Assisted Construction) clause.
- 2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- 3. The Contractor will send to each labor union or representative of workers, with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representative of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 4. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 5. The Contractor will furnish all information and reports required by Executive Order No 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- 6. In the event of the Contractor's noncompliance with the Equal Opportunity (Federally Assisted Construction) clause of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended, in whole or in part, and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as provided by law.
- 7. The Contractor will include this Equal Opportunity (Federally Assisted Construction) clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The Contracting Local Organization further agrees that it will be bound by the above Equal Opportunity (Federally Assisted Construction) clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, however, that if the Contracting Local Organization so participating is a State or local government, the above Equal Opportunity (Federally Assisted Construction) clause is not applicable to any agency, instrumentality, or subdivision of such government which does not participate in work on or under the contract.

The Contracting Local Organization agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Contractors and subcontractors with the Equal Opportunity (Federally Assisted Construction) clause and the rules, regulations and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The Contracting Local Organization further agrees that it will refrain from entering into any contractor contract modification subject to Executive Order No. 11246 of September 24, 1965, with a Contractor debarred from, or who has not demonstrated eligibility for, Government contracts and Federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the Equal Opportunity (Federally Assisted Construction) clause as may be imposed upon Contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part 11, Subpart D, of the Executive Order. In addition, the Contracting Local Organization agrees that if it fails or refuses to comply with these undertakings the administering agency may take any or all of the following actions:

Cancel, terminate, or suspend, in whole or in pan, this grant; refrain from extending any further assistance to the Contracting Local Organization under the program with respect to which its failure or refusal occurred until satisfactory assurance of future compliance has been received from such Contracting Local Organization; and refer the case to the Department of Justice for appropriate legal proceedings.

# III. NOTICE TO CONTRACTING LOCAL ORGANIZATIONS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES

- (a) A Certification of Nonsegregated Facilities must be submitted by the Contracting Local Organization prior to any agreement for Federal financial assistance where the Contracting Local Organization will itself perform a federally assisted construction contract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause.
- (b) The Contracting Local Organization shall notify prospective federally assisted construction contractors of the Certification of Nonsegregated Facilities required, as follows:

# IV. NOTICE TO PROSPECTIVE FEDERALLY ASSISTED CONSTRUCTION CONTRACTORS

- (a) A Certification of Nonsegregated Facilities must be submitted prior to the award of a federally assisted construction contract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause.
- (b) Contractors receiving federally assisted construction contract awards exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause will be required to provide for the forwarding of the following notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity clause.

# V. NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES

- (a) Certification of Nonsegregated Facilities must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause.
- (b) Contractors receiving subcontract awards exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause will be required to provide for the forwarding of this notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity clause.

SCS-AS-818

Rev. 4-70 File Code AS-14

### VI. CERTIFICATION OF NONSEGREGATED FACILITIES

(Applicable to federally assisted construction contracts and related subcontracts exceeding \$10,000 which are not exempt from the Equal Opportunity Clause.)

The federally assisted construction contractor certifies that he/she does not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she does not permit his/her employees to perform their services at any location, under his/her control, where segregated facilities are maintained. The federally assisted construction contractor certifies further that he/she will not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she will not permit his/her employees to perform their services at any location, under his/her control, where segregated facilities are maintained. The federally assisted construction contractor agrees that a breach of this section is a violation of the Equal Opportunity Clause in this contract. As used in this caption, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The federally assisted construction contractor agrees that (except where he/she has obtained identical certifications from proposed subcontractors for specific time periods) he/she will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause, and that he/she will retain such certifications in his/her files.

NOTE - The penalty for making false statements in offers is prescribed in 18 U.S.C. Section 1001.

Contractor:		
Signature:		
Title:	Date:	

# VII. STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246)

- 1. As used in these specifications:
  - a. 'Covered area' means the geographical area described in the solicitation from which this contract resulted;
  - b. "Director" means Director, Office of Federal Contract act Compliance Program, United States Department of Labor, or any person to whom the Director delegates authority;
  - c. "Employer identification number' means the Federal Social Security number used on the Employees Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
  - d. "Minority" includes:
    - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
    - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cub Central or South American or other Spanish Culture or origin, regardless of race);
    - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of die Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
    - (iv) American Indian or Alaskan Native (all groups having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
- 2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000, the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which the contract resulted.
- 3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through as association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO Clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractors or Subcontractors failure to take good faith efforts to achieve the Plan goals and timetables.

- 4. The Contractor shall implement the specific affirmative action standards provided in Paragraphs 7.a. through 7.p. of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female tuition that the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in geographical areas where they do not have a Federal or Federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice of and such notices may be obtained from any Office of Federal Contract Compliance Programs or from Federal procurement Contracting Officers. The Contractor is expected to make substantially uniform progress toward meeting s goals in each craft during the period specified.
- 5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractors obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
- 6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
- 7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractors compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
  - a. Ensure and maintain a working environment free of harassment, intimidation and coercion at all sites, and in all at which the Contractors employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractors obligations to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
  - b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organization's responses.
  - c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority and female referral from a union, a recruitment source or community organization and of what action was

- taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not refer-red back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in e file with the reason therefore, along with whatever additional actions the Contractor may have taken.
- d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process had impeded the Contractor's efforts to meet its obligations.
- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities, and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractors employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under Paragraph 7.b. above.
- f. Disseminate the Contractors EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc. specific review of the policy with all management personnel and with all minority and female employees at least once a year, and by posing the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's EEO policy and e action obligations under these specifications with all employees having any responsible for hiring, assessment, layoff, termination, or their employment decisions, including specific review of these items with on-site supervisory personnel such as Superintendents, General Fore etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the Contract's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractors EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipate doing business.
- i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations to schools with minorities and female students and to minority and female recruitment and training organizations, serving the Contractors recruitment area and employment needs. Not later than one month prior to the date for the acceptance of the applications for apprenticeship or other, training by any recruitment sources, the Contractor shall send written notification, to organizations such as the above, describing the openings, screening procedure, and tests to be

- used in the selection process. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractors workforce.
- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of the Contractors workforce.
- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
- 1. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
- m. Ensure that seniority practices, job classification work assignments, and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and die Contractors obligations under these specifications are being carried out.
- n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to ensure privacy between the sexes.
- Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
- p. Conduct a review, at least annually, of all supervisor adherence to and performance under the Contractors EEO policies and affirmative action obligations.
- 8. Contractors are encouraged to participate in voluntary associations which assist in achieving one or more of the affirmative action obligations (Paragraphs 7.a. through 7.p.). The efforts of a contractor association, joint contractor-union, contractor-community, or other share group of which the Contractor is a member and participants may be asserted as g any one or more of its obligations under Paragraphs 7.a. through 7.p. of these Specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractors minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to an obligation shall not be a defense for the Contractor's noncompliance.

- 9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and nonminority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
- 10. The Contractor shall not use the goals and timetables of affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
- 11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
- 12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
- 13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in Paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 604.8.
- 14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easy understandable and retrievable form however, to the degree that existing records satisfy this requirement, Contractors shall not be required to maintain separate records.
- 15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

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#### Appendix H – Form NRCS-ADS-78 – Assurances Relation to Real Property Acquisition

# ASSURANCES RELATING TO REAL PROPERTY ACQUISITION

This form is to be used by spensor(s) to mayide the assumances to the Netwell Description

A.	Service of the U.S. Department of Agriculture which is required in connection with the installation of project measures which involve Federal financial assistance furnished by the Natural Resources Conservation Service.
В.	PROJECT MEASURES COVERED—
2.	Name of project
	Identity of improvement or development
	Location

#### C. REAL PROPERTY ACQUISITION ASSURANCE—

This assurance is applicable if real property interests were acquired for the installation of project measures, and/or if persons, businesses, or farm operations were displaced as a result of such installation; *and* this assurance was not previously provided for in the watershed, project measure, or other type of plan.

If this assurance was not previously provided, the undersigned sponsor(s) hereby assures they have complied, to the extent practicable under State law, with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act (42 U.S.C. 4601-4655), as implemented in 7 C.F.R. Part 21. Any exceptions taken from the real property acquisition requirements under the authority of 42 U.S.C. 4655 because of State law have been or is hereby furnished to the Natural Resources Conservation Service along with the opinion of the Chief Legal Officer of the State containing a full discussion of the facts and law furnished.

#### D. ASSURANCE OF ADEQUACY OF REAL PROPERTY RIGHTS—

The undersigned sponsor(s) hereby assures that adequate real property rights and interests, water rights if applicable, permits and licenses required by Federal, State, and local law, ordinance or regulation, and related actions have been taken to obtain the legal right to install, operate, maintain, and inspect the above-described project measures, except for structures or improvements that are to be removed, relocated, modified, or salvaged before and/or during the installation process.

This assurance is given with the knowledge that sponsor(s) are responsible for any excess costs or other consequences in the event the real property rights are found to be inadequate during the installation process.

Furthermore, this assurance is supported by an attorney's opinion attached hereto that certifies an examination of the real property instruments and files was made and they were found to provide adequate title, right, permission and authority for the purpose(s) for which the property was acquired.

This form was electronically produced by National Production Services Staff

If any of the real property rights or interests were obtained by condemnation (eminent domain) proceedings, sponsor(s) further assure and agree to prosecute the proceedings to a final conclusion and pay such damages as awarded by the court.

(Name of Sponsor)	This action authorized at an official meeting	
y:	day of	,19
tle:	at	
ate:	State of	
	Attest:(Name)	
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	This action authorized at an official meeting	
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#### <SPONSOR'S LETTERHEAD>

#### <Date>

Mr. Russell Morgan State Conservationist USDA – Natural Resources Conservation Service P.O. Box 141510 Gainesville, FL 32614-1510

Re: Assurances Relating to Real Property Acquisition

Dear Mr. Morgan:

As <*City/County*> Attorney, I advise you that I have reviewed the document titled "Assurances Relating to Real Property Acquisition" and that there are adequate landrights to carry out the work, which is to stabilize channels due to damage from the <*Name of disaster*>.

Feel free to contact the undersigned.

Very truly yours,

<Signature of Attorney>
<Title Block>

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Public reporting burden for this collection of information is estimated to average 60 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0004), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY

#### **INSTRUCTIONS**

Please type or print legibly. Items 1, 3, 5, 9, 10, 11e, 11f, 11g, 11i, 12 and 13 are self-explanatory; specific instructions for other items are as follows:

Item	Entry	Item	Entry
	Indicate whether request is prepared on cash or accrued expenditure basis. All requests for advances shall be prepared on a cash basis.  Enter the Federal grant number, or other identifying number assigned by the Federal sponsoring agency. If the advance or reimbursement is for more than one grant or other		activity. If additional columns are needed, use as many additional forms as needed and indicate page number in space provided in upper right; however, the summary totals of all programs, functions, or activities should be shown in the "total" column on the first page.
	agreement, insert N/A; then, show the aggregate amounts. On a separate sheet, list each grant or agreement number and the Federal share of outlays made against the grant or agreement.	11a	Enter in "as of date," the month, day, and year of the ending of the accounting period to which this amount applies. Enter program outlays to date (net of refunds, rebates, and discounts), in the appropriate columns. For requests prepared on a cash basis, outlays are the sum of actual cash disbursements for goods and
6	Enter the employer identification number assigned by the U.S. Internal Revenue Service, or the FICE (institution) code if requested by the Federal agency.		services, the amount of indirect expenses charged, the value of in-kind contributions applied, and the amount of cash advances and payments made to subcontractors and subrecipients. For requests
8	This space is reserved for an account number or other identifying number that may be assigned by the recipient.		prepared on an accrued expenditure basis, outlays are the sum of the actual cash disbursements, the amount of indirect expenses incurred, and the net increase (or decrease) in the amounts owed by the recipient for
9	Enter the month, day, and year for the beginning and ending of the period covered in this request. If the request is for an advance or for both an advance and reimbursement, show the period that the advance will cover. If the request is for reimbursement, show the period for which the reimbursement is requested.		goods and other property received and for services performed by employees, contracts, subgrantees and other payees.
Note:	The Federal sponsoring agencies have the option of requiring recipients to complete items 11 or 12, but not both. Item 12 should be used when only a minimum amount of information is needed to make an advance and outlay information contained in item 11 can be obtained in a timely manner from other reports.	11b	Enter the cumulative cash income received to date, if requests are prepared on a cash basis. For requests prepared on an accrued expenditure basis, enter the cumulative income earned to date. Under either basis, enter only the amount applicable to program income that was required to be used for the project or program by the terms of the grant or other agreement.
11	The purpose of the vertical columns (a), (b), and (c) is to provide space for separate cost breakdowns when a project has been planned and budgeted by	11d	Only when making requests for advance payments, en the total estimated amount of cash outlays that will be made during the period covered by the advance.
	program, function, or	13	Complete the certification before submitting this reque

STANDARD FORM 270 (Rev. 7-97) Back

#### **Appendix K – Sample Operation and Maintenance Plan**

# OPERATION AND MAINTENANCE PLAN Emergency Watershed Protection Program <Job Name> <Sponsor Name> XXXX County, Florida

#### OPERATION AND MAINTENANCE NEEDS

This site will require the *Sponsor Name*> to perform periodic inspections and operation and maintenance activities to maintain satisfactory performance. The following recommendations will help the *Sponsor Name*> in performing adequate operation and maintenance.

#### I. VEGETATION

#### A. Weed and Brush Control

Mow to control weeds, briars, and bushes. On areas inaccessible to power mowing equipment, weed and brush control should be accomplished by hand or chemicals.

#### B. Insect and Disease Control

No disease problems should occur on bahiagrass, centipede or common bermudagrass. Identification of pests and needed control should be obtained from local Agricultural Extension Service Office.

#### C. Revegetation

As soon as possible, repair sites that become devoid of vegetation. This will usually occur when adequate vegetative cover was not initially established. If this is not the case, study the situation carefully to determine the causes. This will probably be due to soil erosion or vehicles which may need special on-site assistance from the Natural Resources Conservation Service representative. Use the following recommendations for normal vegetation of smaller areas.

Fill the low or washed out areas with topsoil. The topsoil should be free of weed seeds, litter, and rocks, and have a high organic matter content. One inch of topsoil will require 3.1 cubic yards per 1,000 square feet.

Fertilize with 13-13-13 or similar fertilizer at a rate based on soil tests. Lime with dolomite at a rate based on soil tests. Incorporate fertilizer and lime into the upper six (6) inches of soil. After final grading, distribute bahiagrass seed uniformly over the area at a rate of 2 - 3 lbs. per 1000 square foot with a drop-type fertilizer spreader or cyclone-type broadcast spreader. Cover the area in one direction and then at right angles in the other direction. Cover the seed lightly one-fourth (1/4) inch deep. Firm the seed into the soil with a roller. After seeding, apply a mulch of one (1) inch or more of close fitting material, or up to four (4) inches of loose fitting material, so that about 25 percent of the ground is visible. Disk or spade in lightly at or near vertical angle. Starting 4 - 6 weeks after the seed has germinated, apply ammonium nitrate at the rate of three (3) pounds per

1,000 square feet every month until grass is well established.

Sod can be used instead of seed and will obviously revegetate the area quicker than seeding. The site preparation, liming, and fertilization are the same for seeding. Lay pieces of sod over the entire area on the contour with snug, even joints. Stagger the joints from strip to strip. Roll or tamp sod immediately following placement. Do not overlap the sod. On steep slopes secure sod to surface with wooden pegs or wire staples. If a dry period occurs, irrigate with one (1) inch of water every third day unless rain occurs. Do not exceed an application rate of one (1) inch per hour. After the area is revegetated, use the maintenance measures discussed in Sections III and IV.

#### II. STRUCTURES

#### A. Pipe

The pipe does not require any operation. Check the pipe coating, especially at locations where exposed. Repair any coating that has deteriorated.

#### B. Inlet Structures

Check inlets periodically to ensure grates are in place. Remove any debris that has collected on the grates or at the slots in order to maintain flow capacity. Check antivortex baffles to ensure they are in place as designed.

Check concrete aprons around the inlets for cracks. Repair any major cracks immediately. Keep woody vegetation removed from the inlet structure.

#### C. Outlet Structure

The area downstream of outlet structure has the potential (but is not expected) to degrade below the elevation of the existing ground. If degradation does occur, minor land smoothing and revelation will be needed.

The outlet structure should be inspected and maintained in the same manner as the inlet structures.

#### D. Detention Ponds

Inspect the detention ponds monthly. Repair any eroded areas or areas void of vegetation immediately in accordance with Section I.

Mow the bottom and side slopes frequently to prevent leaving a heavy layer of cuttings which could build up at the outlet structure.

Should the bottoms of the ponds develop a seal, a light disking with the disks set almost straight or by other means should be used to diminish the sealing.

#### III. EMBANKMENT AND DIVERSIONS

Inspect and repair detention pond and diversion embankments as needed. Replace eroded material and revegetate eroded areas. Keep the emergency spillway free of shrubs, woody

plants, and other obstructions to preserve design capacity.

If seepage is found to be coming from the embankment contact the NRCS for technical assistance.

The diversion channels should be inspected monthly and following each significant rain event. Any eroded areas should be repaired immediately. It is essential that a good vegetative cover be maintained.

#### IV. SCHEDULE OF INSPECTIONS

The facility should be inspected (1) thirty (30) days after completion, (2) after each major storm or occurrence of any unusual condition that might adversely affect the measure and (3) annually. All deficiencies should be corrected immediately. Reports of the inspection(s) and subsequent follow up maintenance shall be kept on file at the owner's office.

#### V. SUPPLIES AND EQUIPMENT NEEDS FOR O&M

The following supplies and equipment will be needed to operate and maintain the facility:

- One pick-up truck used for inspection as needed.
- Tractor with disk harrow and mower as needed.
- Gasoline for truck and tractor; oil, lubrication, and maintenance supplies for truck and tractor as needed.
- Bahiagrass sod or seed as needed.
- Fertilizer and lime as required by soil test.
- Mulch as needed.
- Miscellaneous small tools such as drop type fertilizer spreader, weed eaters, etc.

#### VI. <u>TECHNICAL ASSISTANCE</u>

When needed, special on-site assistance is available from the local NRCS District Conservationist.

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May 2013



# BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-7956 County Administrator's Report 12. 31.
BCC Regular Meeting Budget & Finance Consent

Meeting Date: 04/09/2015

**Issue:** Change Order to Hammond Engineering, Inc. on Contract PD 02-03.79

"Shadow Grove Stormwater Improvement" Project

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

**Organization:** Public Works

**CAO Approval:** 

#### **RECOMMENDATION:**

Recommendation Concerning a Change Order to Hammond Engineering, Inc. for the Shadow Grove Stormwater Improvement Project - Joy D. Blackmon, P.E., Public Works Department Director

That the Board approve and authorize the County Administrator to execute the following Change Order to Hammond Engineering, Inc., on Contract PD 02-03.79, for the Shadow Grove Stormwater Improvement Project:

Department:	Public Works
Division:	Engineering
Type:	Addition
Amount:	\$32,692
Vendor:	Hammond Engineering, Inc.
Project Name:	Shadow Grove Stormwater Improvement Project
Contract:	PD 02-03.79
PO#:	130830
CO#:	3
Original Contract Award:	\$36,840
Cumulative Amount of Change Orders Through this CO:	\$34,787
New Contract Amount:	\$71,627

[Funding Source: Fund 352, Local Option Sales Tax, Account 210107, Object Code 56301, Project #12EN2121 and Fund 112, Disaster Recovery Fund, Account 330493, Object Code 54612/56301, Project #ESDPW09]

#### **BACKGROUND:**

In January 2013, a Task Order was issued to Hammond Engineering, Inc. on the Shadow Grove Stormwater Improvement Project, to include professional surveying and design services for this project.

Change Order #1, issued in February 2014, was for time only, adding an additional 545 days to complete the design, construction and as-built certification which made the new completion date July 16, 2015. Just prior to bidding, the April 2014 Storm event occurred.

Change Order #2, issued in April 2014, was an Additive Change Order, for \$2,095.00, to compensate the design engineer for additional Subsurface Utility Engineering services. Upon completion of standard utility coordination, per the original scope, it was determined that more comprehensive services were needed to field-verify elevations of underground utilities. This included reallocation of remaining funds from other tasks within the project.

Change Order #3, an additive change order, will address damages caused by the April 2014 storm event and will include work needed for the repairs and improvements to the Shadow Grove drainage project. Additional services will include a current survey of damaged infrastructure and adjacent pond expansion parcels, with additional design to incorporate the repairs and stormwater facility expansion. This Change Order and the additional improvements will be part of an application to FEMA for reimbursement. In addition to funding, more time will be needed to finalize design and carry the project through construction, so this Change Order will extend the completion date to July 16, 2016.

#### **BUDGETARY IMPACT:**

Funds are available in Fund 352, Local Option Sales Tax, Account 210107, Object Code 56301, Project #12EN2121 and Fund 112 "Disaster Recovery Fund, Account 330493, Object Code 54612/56301, Project #ESDPW09.

#### **LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

#### **PERSONNEL:**

N/A

#### POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the provisions of the Code of Ordinances of Escambia County, Florida, Chapter 46, Finance, Article II, Purchasing and Contracts.

#### **IMPLEMENTATION/COORDINATION:**

Upon approval of this recommendation, a Change Order will be transmitted to the Office of Purchasing for processing.

#### **Attachments**

Change Order Recap
Original PO
Change Order 1
change Order 2
Change Order 3 Backup

### Shadow Grove Stormwater Improvements (Hammond Engineering, Inc.)

Original PO	\$ 36,840.00	Original Purchase Order Amount
Change Order 1	\$ -	Time Only. Adding additional 1545 days to complete the design, construction and as-built certification. New completion date July 16, 2015.
Change Order 2	\$ 2,095.00	Additive Change Order to compensate the design engineer for additional Subsurface Utility Engineering services. Once standard utility coordination was completed per original scope, it was determined that more comprehensive services were needed to field verify elevations of underground utilities. The additional investigation will ensure proposed design would work with the existing buried facilities. We would like to reallocate the existing remaining funds within the allowances to partially offset the additive change order amount. The total additional services is for \$3,065.00. The amount of \$720.00 is needed to be moved from Task 201 (Wetland Reviews) and \$250.00 need to be moved from Task 204 (Permit Fees) into Task 103 (Permitting). This will reduce the total additive Change Order to \$2,095.00. The additional funds should be added to Task 103. No additional time is needed for the design contract.
Change Order 3	\$ 32,692.00	This is an additive change order to include work needed for the repairs and improvements to the Shadow Grove drainage project. Additional services will include a current survey of damaged infrastructure and adjacent pond expansion parcels with additional design to incorporate the repairs and stormwater facility expansion. This change order as well as the additional improvements will be part of an application to FEMA for reimbursement. In addition to funding, more time will be needed to finalize design and carry the project through construction. The current completion date for the project is 7/16/2015. An additional 365 days is requested which will extend the completion date to 7/15/2016.
Total Change Orders	\$ 34,787.00	

#### BOARD OF COUNTY COMMISSIONERS

ESCAMBIA COUNTY FLORIDA 213 PALAFOX PLACE SECOND FLOOR SUITE 11.101 PO BOX 1591 PENSACOLA,FL 32591-1591 (850) 595-4980

080483 E HAMMOND ENGINEERING INC N 3802 N "S" ST D PENSACOLA FL 32505 0 R

#### **PURCHASE ORDER NO. 130830**

PLEASE EMAIL INVOICES TO: N escambia.invoices@escambiaclerk.com V CLERK OF THE COURT & COMPTROLLER 0 HON. PAM CHILDERS 221 PALAFOX PLACE, SUITE 140 C PENSACOLA, FL 32502-5843 ENGINEERING H ENGINEERING DEPARTMENT P 3363 WEST PARK PLACE PENSACOLA FL 32505

ATTN: ROBIN LAMBERT

REQ. NO.: 13000895 REQ. DATE: ORDER DATE: 01/09/13 BUYER: PAUL NOBLES F.O.B.: N/A TERMS: NET 30 DAYS DESC.: PD 02-03.79 QUANTITY DESCRIPTION UNIT PRICE **EXTENSION** ITEM# UOM PLEASE CONTACT JEREMY KING AT 595-3453 IF YOU HAVE ANY QUESTIONS 1.00 LOT TASK ORDER PD 02-03.79.46.13.ENG 01 36840.0000 36,840.00 "PROVIDE PROFESSIONALY ENGINEERING, SURVEYING, AND DESIGN SERVICES FOR SHADOW GROVE STORMWATER IMPROVEMENTS"

T

ITEM#	AC	COUNT	AMOUNT	PROJECT CODE	PAGE TOTAL \$	36,840.00
	La sa a sa da		100,000,000		TOTAL \$	36,840.00
01	210107	56301	36,840.00	12EN2121		
		1				
					7	

APPROVED BY

Original Purchase Order



# BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA

#### TASK ORDER - PD 02-03.79.46.13.ENG

### TO PROVIDE PROFESSIONAL ENGINEERING, SURVEYING AND DESIGN SERVICES FOR SHADOW GROVE STORMWATER IMPROVEMENT

#### 1.0 Authorization

This task order is issued in compliance with the provision of the Code of Ordinances of Escambia County, Florida, 1999, Chapter 46, Finance, Article II Purchases and Contracts, Office of Purchasing Policy and Procedures PP-101, Consultant Task Orders and the terms and conditions of PD 02-03-79, Professional Services" as Defined in Florida Statute 287.055, (2) DEFINITIONS, (g) "Continuing Contract."

#### 2.0 Scope

Under this Task Order, the Engineer (Hammond Engineering, Inc.) will provide the Escambia County Public Works Department, Engineering Division with a Professional Engineering, Surveying and Design Services for Shadow Grove Stormwater Improvements. Based on the Drainage Analysis of the above referenced development, the existing discharge conveyance system between the existing upper/middle pond and the lower pond does not provide adequate flow capacity which caused flooding of the private residences and public roads downstream. (See attached Revised Scope of Services dated November 7, 2012.)

#### 3.0 Schedule

This Task Order shall be completed within 365 calendar days from the issuance of the Notice to Proceed.

#### 4.0 <u>Compensation</u>

This Task Order is issued for a lump sum amount of \$36,840.00. Invoices shall be submitted for monthly progress payments subject to the terms and conditions of PD 02-03.79.

#### 5.0 **Progress Meetings**

The Engineer shall schedule periodic progress review meetings with the County project manager every 30 days as a minimum to discuss study progress and alternatives.

Issued by:

Date

Escambia County, Florida

01/07/2013

Date

Accepted 6

Hammond Engineering, Inc

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#### HAMMOND ENGINEERING, INC. FLORIDA CERTIFICATE OF AUTHORIZATION NO. 9130 ALABAMA CERTIFICATE OF AUTHORIZATION NO. 3277

### Shadow Grove Drainage Improvements Project Scope & Fee Proposal

\$36,840.00

#### Revised November 7, 2012

#### **Existing Drainage Conditions**

Based on the Drainage Analysis of the above referenced development, the existing discharge conveyance system between the existing upper/middle pond and the lower pond does not provide adequate flow capacity which caused flooding of the private residences and public roads downstream.

#### Project Scope

The following tasks are to be completed by Hammond Engineering, Inc. and its sub-contractors:

#### TASK 100 Professional Surveying and Design Services - \$30,120.00

#### 101 Professional Surveying Services - \$4,910.00

Merrill Parker Shaw (MPS) will sub-contract to HEI to provide professional surveying services. Task includes collection of design surveying data to establish horizontal and vertical control, location of utilities, and detailed topographic details of the existing ponds and conveyance system, and as-built drawings of proposed improvements following construction. The project area includes the upper/middle pond, the lower pond and all existing conveyance structures discharging to or from the ponds.

#### 102 Design Services - \$22,010.00

HEI will provide drainage improvement plans. We will make plan submittals in compliance with the latest Summary of Phase Submittals for Escambia County which will include plan & profiles, cross sections, details, etc. The plans will include a Traffic Control Plan, SWPPP, and required utility adjustments. We will make 30%, 60%, 90% and final plans for review by the county. The plans will be submitted in paper and electronic format and will be reproducible to 11"x17" and 24'x36" sheet sizes. We will coordinate with all appropriate utilities, attend monthly utility coordination meetings, and attend an "in hand walk through of

the proposed project" with all utility providers. We will provide cost estimates at the 60% and 90% plan submittals and a final cost estimate in bid format. Should the project exceed the limits of the pricing agreement, we will provide all bid documents as required by the purchasing department and attend the pre-bid conference.

#### 103 Permitting - \$3,200.00

We will permit the project through the appropriate agencies which should include but not be limited to NWFWMD and utilities requiring adjustment.

#### TASK 200 Allowances - \$6,720.00

#### 201 Wetland Review-\$720.00

Wetland Sciences, Inc. will subcontract to HEI to perform a site specific survey, and wetland review/delineation if necessary.

#### 202 Public Involvement-\$1,390.00

HEI will participate in coordinating with the public. We will prepare for and attend two (2) public meetings and provide monthly updates as to the status of the project.

#### 203 Geotechnical Services-\$2,720.00

Nova Engineering & Environmental will sub-contract to HEI to provide geotechnical data and design recommendations for the project. They will assist in the permitting of the proposed system through the NWFWMD.

#### 204 Permit Fees-\$500.00

We will submit permit fees to the NWFWMD and all utilities requiring adjustments.

#### 205 Limited Construction Administration-\$1,390.00

We will attend the pre-construction conference, review shop drawings, and be available for consulting purposes during construction. We shall provide as-built drawings and certifications upon completion.

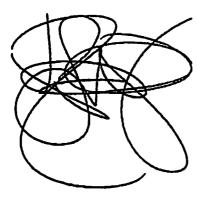
#### **Deliverables**

HEI will provide the project plans, specifications, permit application packages, permits, and all supporting documentation in electronic (pdf/dwg) format.

Should the county request additional services have questions or comments, please give us a call.

Sincerely,

#### HAMMOND ENGINEERING, INC.



Thomas G. Hammond, Jr., PE President

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### Escambla County Dosign and Engineering Services 'Hammond Engineering, Inc.

Position	2012 Hourly Rate	Overhead	Profit	Billing Rate	Proposed Billing Rate
Cierical	\$12.00	160.00%	12.00%	\$34.94	\$30 00
Engineering Tech	\$20.00	160.00%	12.00%	\$58.24	\$50 (A)
Surveying Tech	\$20.00	160.00%	12.00%	\$58.24	\$50.00
Field Crow	\$50.00	160.00%	12.00%	\$145.60	\$145.00
Drill Rig Crew	\$65.00	160,00%	12,00%	\$189.26	\$175.00
Scientist	\$28.00	160.00%	12.00%	\$81.54	\$75.00
Engineer	\$28.00	160.00%	12,00%	\$81,54	\$75.00
Prof. Surveyor	\$45.00	160.00%	12.00%	\$131,04	\$125.00
Sr. Engineer	\$48.08	160.00%	12.00%	\$140.01	\$140.00
Landscape Architect	\$34.34	160.00%	12.00%	\$100.00	\$100,00

# Escambio County Public Works Department Engineering Division 3363 W. Park Place Pensacola, Florida 32505

#### CAPITAL IMPROVEMENT PROJECTS - REQUEST FOR FUNDS (RFF)

Project Name: Project ID:	Shadow Grove Stormwater Improvement Design ENGFLOOD612-11
Location:	Shadow Grove
Project Manager:	Jeremy King
Date:	12/11/2012
	Signature Approprial, Division Chief
This section to be completed by	
This new task order provi to be inadequate during to contract cost is \$36,840.	des for A&E services to design improvements to the existing storage and conveyance systems found ne drainage analysis for the Shadow Grove area. Total contract duration is 365 days. The total
	Q-03.79.44.13 org
Attached backup documentation RFF/NTP Start Date Time shall be increased/decreas	
Balance of CIP Project	Obspaced Required
Funds for Original Construction Coursest PD	Contractor
Funds for Original Task Order Funds for Addendum 8 Task Order PD	Consultant Hammand Engineering S 35,840.00
Funds for Original Work Order Funds for Change Order # Contract PD 10-11.065.	Contractor - 70 ex 12/14/17
Funds for Contingency	Consultant Qual Propert
Funds for Permit Fees	Agency — product the
Funds for Land Purchases	Owner
Funds for Title Work Contract PD	Company Contractor
Funds for	
Now Balance of CIP Project	12 EN 2 (36,840.00)
.,	by Administration to accomplish fund transfer:
From: Fund	Project is Statistisme Struct of 32 mounts
To: Fund	Project # Project Name Afrond 3Aground O
County Engineer Signature	Transfer Transfer Date   17

#### PAGE NO. 1 PURCHASE ORDER NO. 130830-1 BOARD OF COUNTY COMMISSIONERS CHANGE DATE: 02/25/14 ESCAMBIA COUNTY FLORIDA PLEASE EMAIL INVOICES TO: 213 PALAFOX PLACE SECOND FLOOR SUITE 11.101 escambia.invoices@escambiaclerk.com PO BOX 1591 0 CLERK OF THE COURT & COMPTROLLER PENSACOLA, FL 32591-1591 HON. PAM CHILDERS (850) 595-4980 221 PALAFOX PLACE, SUITE 140 PENSACOLA, FL 32502-5843 S 080483 ENGINEERING H HAMMOND ENGINEERING INC ENGINEERING DEPARTMENT 3802 N "S" ST P 3363 WEST PARK PLACE D PENSACOLA FL 32505 PENSACOLA FL 32505 0 R ATTN: ROBIN LAMBERT ORDER DATE: 01/09/13 BUYER: PAUL NOBLES REQ. NO.: 13000895 REQ. DATE: 01/07/13 F.O.B.: N/A TERMS: NET 30 DAYS DESC .: CHANGE ORDER -DESCRIPTION ITEM# QUANTITY UNIT PRICE EXTENSION This change order provides for an Administrative Change Order for time only. Significant utility coordination has delayed the project completion. first round SUE was not specifically detailed enough asto location by the EOR so we sent them out again at no cost to us because we recognized there should be conflicts based on internal review of the utility maps. Updated SUE information (second round) that we received last week indicates we have electric, gas, and phone within the area of our infrastructure. The original completion date was 01/17/2014. An additional545 days is required to complete the design, construction and asbuilt certification. The new completion date is July 16, 2015. CIP: Shadow Grove Stormwater Improvement Design PO Total Dollars: \$8,077.00 Net Dollars Changed: \$0.00 New PO Total Dollars: \$8,077.00 Contract Total Dollars: \$36,840.00 Net Dollars Changed: \$0.00 New Contract Total Dollars: \$36,840.00 .00 LOT TASK ORDER PD 02-03.79.46.13.ENG 01 .0000 .00 "PROVIDE PROFESSIONALY ENGINEERING, SURVEYING, AND DESIGN SERVICES FOR ACCOUNTADOW GROVE STORMWATER IMPROMEMENTS! PAGE TOTAL \$ ITEM# TOTAL

.00 .00 01 210107 56301 .00 12EN2121

Original Purchase Order

APPROVED BY

TAX ID 85-8013888011C-3

FED ID 59-6000-598



## CHANGE ORDER REQUEST PURCHASE ORDER / RELEASE ORDER / CONTRACT

Vendor Name: HAMMOND ENGINEERING, INC.



Vendor Code: 080483

Project Number	12EN2121		P.O. Number:	130830	C.O. Number:	1	
Department	PUBLIC WORK	S/ENGINEERING		2.03.79.46.13.ENG	Date:	02/03/14	
Notes for Modifying the Sc							
		for time only.	Significant utili	ty coordination has	delayed the pro	piect	
				ailed enough as to			
sent them out a	nain at no cos	t to us because	e we recognize	d there should be o	onflicts based o	n internal	
				d round) that we re			
				astructure. The ori			
				e design, construct			
certification Th	e new comple	etion date is .lu	ly 16, 2015. CI	P: Shadow Grove S	Stormwater Impr	rovement	
Design	ic new compr	otion date to ou	1, 10, 2010.				
Design							
To Modify Existing Purcha	se Order:						
			Quantity				
Adding Dollar	s to Line Item No		Adjustment:		Amount:		
Deleting Dollars f	rom Line Item No		Adjustment:		Amount:	10	
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Modify Notes:		urran pranici				9	D
	Date of BCC actio	n: (ATTACH RESUMÉ)				A B	111
Pur	chase Order	Total Dollars:	\$8,077.00			5	0
Net Dol	lars added o	r subtracted:	\$0.00			00	111
New Purc	hase Order 7	otal Dollars:	\$8,077.00			0- 0	~
No	w Contract	otal Dollars:	\$36,840.00			FEB 18 PM 12:	RECEIVED
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				tor to increase the penal 00 or greater value Chang		Performance	
and Payment Bonds	or to obtain addi	donar bonds on the	basis of a \$25,000.0	of Greater value Chang	ge Order.		
			7				
Payment Bonds have b				agent (attorney-in-fact) that	the amount of the Pen	ormance and	
Committee and the second		n. 4	/ Digitally signed by I	Robin Lambert			
		The gun	Dic cronictin Lamb emalantanberthm Date 2014.02.15.15	ert, anflubic Works, oundingmeeting, yescemble com, pUS 1104-06/37			
Request Prepare	d Bv:				Date:		
	March medical			T. T. C. STATES			
Contract Administrat	tor's Certification	& Approval:	200	Service and Service and Service and Service and Service and Service and Service and Service and Service and Service and Service and Service and Service and Service and Service and Service and Service and Service and Service and Service and Service and Service and Service and Service and Service and Service and Service and Service and Service and Service and Service and Service and Service and Service and Service and Service and Service and Service and Service and Service and Service and Service and Service and Service and Service and Service and Service and Service and Service and Service and Service and Service and Service and Service and Service and Service and Service and Service and Service and Service and Service and Service and Service and Service and Service and Service and Service and Service and Service and Service and Service and Service and Service and Service and Service and Service and Service and Service and Service and Service and Service and Service and Service and Service and Service and Service and Service and Service and Service and Service and Service and Service and Service and Service and Service and Service and Service and Service and Service and Service and Service and Service and Service and Service and Service and Service and Service and Service and Service and Service and Service and Service and Service and Service and Service and Service and Service and Service and Service and Service and Service and Service and Service and Service and Service and Service and Service and Service and Service and Service and Service and Service and Service and Service and Service and Service and Service and Service and Service and Service and Service and Service and Service and Service and Service and Service and Service and Service and Service and Service and Service and Service and Service and Service and Service and Service and Service and Service and Service and Service and Service and Service and Service and Service and Service and Service and Service and Service and Service and Service and Servic	Date:	1 1.	
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Office of Purchas	nig Review Ag	der det the	DN: cn=Joy D.	Blackmon, P.E., o=Escambia County BDCC	ou=Public	at -	
Department Direct	ctor:			ment, email=jdblackm@myescambia.com, 18.10.54.14-06'00'	Date:		
County Administr	rator's Approv	al: To	M	la mum	Date:	2/24/14	
FOXO (Names) 1/1 (1788).	/		1111	1			

#### Escambia County Public Works Department Engineering Division 3363 W. Park Place Pensacola, Florida 32505

### CAPITAL IMPROVEMENT PROJECTS - REQUEST FOR FUNDS (RFF)

Project Name: Project ID: Location: Project Manager: Date:	ENGFLOODS12-11 Shadow Grove	<del></del>			
Project Manager:					
ate.	Jeremy King 2/3/2014				
	Jan. 1.			Signature Approval, Divis	2/3/14 ion Chief
his section to be completed	by Project Managers:				
		DES	CRIPTION OF REQUEST		-:
This change order is fo date was 1/17/14. An a completion date will be	additional 545 days	ant utility cod is required to	ordination has delayed the project occmplete design, construction,	and asbuilt certificatio	n. The new
Attached backup documentat RFF/NTP Start Date Firme shall be increased/decre			page (s). or Upon Issuance of Notice to Proceed calendar days.		
				Obligated	Required
Balance of CIP Project					
Funds for Original Construction	on Contract				
Funds for Construction CO# Contract PD		Contractor			
unds for Original Task Orde	er .				
funds for Addendum # Insk Order PD	<del></del>	Consultant	Hammond Engineering		
Funds for Original Work Orde Funds for Change Order#	er .		· · · Od	23-11	1_
Contract PD 10-11.0	065	Contractor	1000		<del>1</del> <del>1</del> <del>1</del> <del>1</del> <del>1</del> <del>1</del> <del>1</del> <del>1</del> <del>1</del> <del>1</del>
Funds for Contingency		Consultant	10000	proper	
Funds for Permit Fees		Agency	- Classes	1	<u> </u>
Funds for Land Purchases		Owner	- Hr	7 e mu	<u> </u>
Funds for Title Work Contract PD		Company Contractor		1.1	<del>/</del>
Funds for					
New Balance of CIP Project	ı			s -	5 .
This section to be complete	od by Administration to	accomplish for	nd transfer		
Fu		ect #	Project Name		Amount
From:		·····	timo ma		<del></del>
Fu:	rind Proje	oa s	Project Name		Amount
				Transler	
County Engineer Signature			Jambert	Transfer Data	

Posted to Especition
Date:

R

#### BOARD OF COUNTY COMMISSIONERS

ESCAMBIA COUNTY FLORIDA 213 PALAFOX PLACE SECOND FLOOR SUITE 11.101 PO BOX 1591 PENSACOLA, FL 32591-1591 (850) 595-4980

ORDER DATE: 01/09/13 BUYER: PAUL NOBLES

080483 E HAMMOND ENGINEERING INC N 3802 N "S" ST D PENSACOLA FL 32505 0

#### PURCHASE ORDER NO. 130830-2 CHANGE DATE: 04/22/14

REQ. NO.: 13000895 REQ. DATE: 01/07/13

PLEASE EMAIL INVOICES TO: N escambia.invoices@escambiaclerk.com CLERK OF THE COURT & COMPTROLLER 0 HON, PAM CHILDERS 221 PALAFOX PLACE, SUITE 140 PENSACOLA, FL 32502-5843

S ENGINEERING H ENGINEERING DEPARTMENT P 3363 WEST PARK PLACE PENSACOLA FL 32505 ATTN: ROBIN LAMBERT

TERMS: NET 30 DAYS F.O.B.: N/A DESC .: CHANGE ORDER -DESCRIPTION QUANTITY ITEM# UNIT PRICE EXTENSION needed for the design contract. CIP: Shadow Grove This change order provides for an Additive Change Order to compensate the design engineer for additional Subsurface Utility Engineering services. Once standard utility coordination was completed per the

original scope, it was determined that more comprehensive services were needed to field verify elevations of underground utilities. the additional investigation will ensure proposed design would work with the existing buried facilities. We would like to reallocate the existing remaining funds within the allowances to partially offset the additive change order amount. The total additional services is for \$3, 065.00. The amount of \$720.00 is needed to be moved from Task 201 (Wetland Reviews) and \$250.00 needs to be moved from Task 204 (Permit Fees) into Task 103 (Permitting. This will reduce the total additive change order to \$2,095.00. The additional funds should be added to Task 103. No additional time is Stormwater Improvements Design

PO Total Dollars: \$8,077.00 Net Dollars Added: \$2,095.00 New PO Total Dollars: \$10,172.00

Contract Total Dollars: \$36,840.00

Net Dollars Added: \$2.095.00

ITEM#	ACCONOW Conti	ract Total	Modlars:	\$38032500	PAGE TOTAL \$	
			7777		TOTAL \$	

Original Purchase Order

APPROVED BY

TAX ID 85-8013888011C-3 FED ID 59-6000-598

#### BOARD OF COUNTY COMMISSIONERS

ESCAMBIA COUNTY FLORIDA 213 PALAFOX PLACE SECOND FLOOR SUITE 11.101 PO BOX 1591 PENSACOLA,FL 32591-1591 (850) 595-4980

V	080483
E	HAMMOND ENGINEERING INC
N	3802 N "S" ST
0	PENSACOLA FL 32505

#### PURCHASE ORDER NO. 130830-2

CHANGE DATE: 04/22/14

N PLEASE EMAIL INVOICES TO:
V escambia.invoices@escambiaclerk.com
O CLERK OF THE COURT & COMPTROLLER
HON. PAM CHILDERS
C 221 PALAFOX PLACE, SUITE 140
E PENSACOLA, FL 32502-5843

S H ENGINEERING
I ENGINEERING DEPARTMENT
P 3363 WEST PARK PLACE
PENSACOLA FL 32505
O ATTN: ROBIN LAMBERT

ORDER DATE: 01/09/13 BUYER: PAUL NOBLES REQ. NO.: 13000895 REQ. DATE: 01/07/13 F.O.B.: N/A DESC .: CHANGE ORDER - 2 TERMS: NET 30 DAYS ITEM# QUANTITY DESCRIPTION UNIT PRICE EXTENSION UOM 01 .00 LOT TASK ORDER PD 02-03.79.46.13.ENG 2095.0000 2,095.00 "PROVIDE PROFESSIONALY ENGINEERING, SURVEYING, AND DESIGN SERVICES FOR SHADOW GROVE STORMWATER IMPROVEMENTS"

ITEM#	ACCOUNT		AMOUNT	PROJECT CODE	PAGE TOTAL	\$ 2,095.00
					TOTAL	\$ 2,095.00
01	210107	56301	2,095.00	12EN2121		

APPROVED BY

PN

### CHANGE ORDER REQUEST PURCHASE ORDER / RELEASE ORDER / CONTRACT



To Modify Existing Purchase Order

Adding Dollars to Line Item No:

Vendor Code:	080483		Vendor Name:	HAMMOND ENGINE	ERING, INC.	
Project Number:	12EN2121		P.O. Number:	130830	C.O. Number:	2
	PUBLIC WORKS/ENGI	NEERING	P.D. Number:	02.03.79.46.13.ENG	Date:	04/15/14

Additive Change Order to compensate the design engineer for additional Subsurface Utility Engineering services. Once standard utility coordination was completed per original scope, it was determined that more comprehensive services were needed to field verify elevations of underground utilities. The additional investigation will ensure proposed design would work with the existing buried facilities. We would like to reallocate the existing remaining funds within the allowances to partially offset the additive change order amount. The total additional services is for \$3,065.00. The amount of \$720.00 is needed to be moved from Task 201 (Wetland Reviews) and \$250.00 need to be moved from Task 204 (Permit Fees) into Task 103 (Permitting). This will reduce the total additive Change Order to \$2,095.00. The additional funds should be added to Task 103. No additional time is needed for the design contract. CIP: Shadow Grove Stormwater Improvements Design

Adjustment:

Deleting Dollars f	rom Line Item No		Adjustment:		Amount:
Modify Notes:					
	Date of BCC actio	n: (ATTACH RESUMÉ)			
Pur	chase Order	Total Dollars:	\$8,077.00		
Net Dol	ars added o	subtracted:	\$2,095.00		
New Purc	hase Order T	otal Dollars:	\$10,172.00		
Ne	w Contract T	otal Dollars:	\$36,840.00		
Net Doll	ars added o	subtracted:	\$2,095.00		
Ne	w Contract T	otal Dollars:	\$38,935.00		
	Modifying Cost Cent	ers, Object Code / Accou	ints and Project Numbers		
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	and provide written een adjusted to 100	confirmation from th	e bonding company / a	O or greater value Change significant (attorney-in-fact) that the Deputy report by Alban A Lember Dec 2014 6413 120141 00307	the amount of the Performance and
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Department Direc	tor:	Joy A.E. Shall	ou=Public Works	Department,	Date:
County Administr	rator's Approv	II. Ja	Date: \$140421	15045 05'00'	Date: 4/22/14
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ENGLASING DEPARTMEN

Amount: \$2,095.00

#### Escambia County Public Works Department Engineering Division 3363 W. Park Place Pensacola, Florida 32505

#### CAPITAL IMPROVEMENT PROJECTS - REQUEST FOR FUNDS (RFF)

Project Name:		radow Grove Stermwate	er improver	ieni Design		-	
Project ID:		NGFLOOD812-11				_	
Location:		nadow Grove				<del>-</del> -	
Project Manager:		remy King				_	
Date:	<u>2/</u>	3/2014			Signature Approval. Davi	Jour 4/14	14
This section to be	completed by Pro	oject Managers:	DES	SCRIPTION OF REQUEST		,	
This is an add	litive change o	order to compensal		sign engineer for additional Su	hsurface Utility Engine	erina services.	
Once stander	d utilibe coordi	nation was comple	ted per o	riginal scope, it was determine	ed that more comprehe	nsive cervires were	
				. The additional investigation			
with the existi	ng buried facil	lities. We would lik	e to reall	ocate existing remaining fund	s within the allowances	to partially offset	
the additive cl	hange order a	mount. The total a	dditional	services is for \$3,065. \$720 i	needs to be moved fron	n Task 201	
(Wetland Rev	iew) and \$250	needs to be move	d from T	ask 204 (Permit Fees) into tas	k 103 (Permitting). Thi	s will reduce the	
total additive	change order t	to S2.095. The add	ditional fu	inds should be added to Task	103. No additional time	e is needed for the	
design contra	-						
Attached backup			2	page (s).			
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Time shall be incr	eased/decreased	by		calendar days.			
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#### Change Order #2

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SUE Coordination	2	\$	30.00	24	\$	50.00	12	\$	75.00	8	\$	140.00
Job Classification Total		\$	60.00		\$	1,200.00		\$	900.00		\$	1,120.00
									Total	for Task	\$	3,280.00
Deductive												
Utility Walk Through							-1	\$	75.00	-1	\$	140.00
Job Classification Total								\$	(75.00)		\$	(140.00)
									Total	for Task	\$	(215.00)

Total Additive Services \$ 3,065.00

Tackzo 1 to 204 - 20.00

Jackzo 4 70 103 _ 250.00

\$ \$2095.00

#### **BOARD OF COUNTY COMMISSIONERS**

**ESCAMBIA COUNTY FLORIDA** 213 PALAFOX PLACE SECOND FLOOR SUITE 11.101 PO BOX 1591 PENSACOLA,FL 32591-1591 (850) 595-4980

V 080483 HAMMOND ENGINEERING INC N 3802 N "S" ST D PENSACOLA FL 32505 R

#### PURCHASE ORDER NO. 130830-1 CHANGE DATE: 02/25/14

N | PLEASE EMAIL INVOICES TO: escambia.invoices@escambiaclerk.com 0 CLERK OF THE COURT & COMPTROLLER HON. PAM CHILDERS 221 PALAFOX PLACE, SUITE 140 PENSACOLA, FL 32502-5843

ENGINEERING ENGINEERING DEPARTMENT Ρ 3363 WEST PARK PLACE PENSACOLA FL 32505

ATTN: ROBIN LAMBERT

ORDER DATE: 01/09/13 BUYER: PAUL NOBLES REQ. NO.: 13000895 REQ. DATE: 01/07/13 DESC : CHANGE ORDER TERMS: NET 30 DAYS F.O.B.: N/A

DESCRIPTION ITEMS QUANTITY UNIT PRICE EXTENSION This change order provides for an Administrative Change Order for time only. Significant utility coordination has delayed the project completion.

first round SUE was not specifically detailed enough asto location by the EOR so we sent them out again at no cost to us because we recognized there should be conflicts based on internal review of the utility maps. Updated SUE information (second round) that we

received last week indicates we have electric, gas, and phone within the area of our infrastructure. The original completion date was 01/17/2014. An additional545 days is required to complete the design, construction and asbuilt certification. The new completion date is July 16, 2015. CIP: Shadow Grove Stormwater Improvement Design

PO Total Dollars: \$8,077.00 Net Dollars Changed: \$0.00 New PO Total Dollars: \$8,077.00

Contract Total Dollars: \$36,840.00

Net Dollars Changed: \$0.00

New Contract Total Dollars: \$36,840.00

.00 LOT TASK ORDER PD 02-03.79.46.13.ENG

"PROVIDE PROFESSIONALY ENGINEERING,

		SURVEYING, A	ND DESIGN SERV	ICES FOR					
ITEM#		ACCOUNTHADOW GROV	STORMATER IM	PROMENENTS!	PAGE TOTAL \$				
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APPROVED BY

Original Purchase Order

TAX ID 65-8013898011C-3 FED ID 59-6000-593

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#### HAMMOND ENGINEERING, INC.

FLORIDA CERTIFICATE OF AUTHORIZATION NO. 9130
ALABAMA CERTIFICATE OF AUTHORIZATION NO. 3277

#### Shadow Grove Drainage Improvements Project Scope & Fee Proposal

\$32,692.00

#### Revised March 19, 2015

#### **Existing Drainage Conditions**

Based on the Drainage Analysis of the above referenced development, the existing discharge conveyance system between the existing upper/middle pond and the lower pond does not provide adequate flow capacity which caused flooding of the private residences and public roads downstream. Two (2) houses were undermined in the April 2014 event and it is our understanding they are to be demolished and lots are to be used to expand the stormwater system.

#### **Project Scope**

The following tasks are to be completed by Hammond Engineering, Inc. and its sub-contractors:

#### TASK 100 Professional Surveying and Design Services – \$28,240.00

#### 101 Professional Surveying Services - \$3,860.00

Merrill Parker Shaw (MPS) will sub-contract to HEI to provide professional surveying services. Task includes an updated and detailed topographic survey of the existing pond system, the two (2) lots to be purchased by the county and the conveyance system. The survey will include damages to the stormwater pond system from the April 30, 2014 flood event. The project area includes the upper/middle pond, the lower pond and all existing conveyance structures discharging to or from the ponds.

#### 102 Design Services - \$19,680.00

HEI will recommend enhancements to key system components within the area for future sustainability and provide drainage improvement plans. We will make plan submittals in compliance with the latest *Summary of Phase Submittals for Escambia County* which will include plan & profiles, cross sections, details, etc. The plans will include a Traffic Control Plan, SWPPP, and required utility adjustments. We will make 30%, 60%, 90% and final plans for review by the county. The plans will be submitted in

paper and electronic format and will be reproducible to 11"x17" and 24'x36" sheet sizes. We will coordinate with all appropriate utilities. We will provide cost estimates at the 60% and 90% plan submittals and a final cost estimate in bid format.

#### 103 Permitting - \$4,700.00

We will permit the project through the appropriate agencies which should include but not be limited to NWFWMD and utilities requiring adjustment.

#### 104 Limited Construction Administration - \$2,952.00

We will attend the pre-construction conference, review shop drawings, and be available for consulting purposes during construction. We shall provide as-built certifications upon completion.

#### TASK 200 Allowances - \$1,500.00

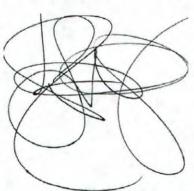
#### 201 Permit Fees

We will submit permit fees to the NWFWMD and all utilities requiring adjustments.

Should the county request additional services have questions or comments, please give us a call.

Sincerely,

#### HAMMOND ENGINEERING, INC.



Thomas G. Hammond, Jr., PE President

Hammond Engineering, Inc.

15-Mar-15

Consulting Services for Shadow Grove Drainage Improvements

Fee Schedule

	Clerical		Engineering Tech.		Surveying Tech		Field Crew		Drill Rig Crew		Scienctist		Engineer		Prof. Surveyor		Sr. Engineer		Manhours Task Fee	
Activity	manhours	rate	manhours	rate	manhours	rate	manhours	rate	manhours	rate	manhours	rate	manhours ra	ate	manhours	rate	manhours	rate	by task	
TASK 100-PROFESSIONAL SURVEYING AND DESIGN SERVICES								-											-	
Task 101 - Professional Surveying Services	8	\$30.00	0	\$50,00	16	\$50.00	16	\$145.00	0	\$175,00	0	\$75.00	0	\$75.00	4	\$125.00	0	\$140.00	44	\$3,860.0
Task 102 - Design Services	30	\$30.00		\$50.00		\$50.00		\$145.00		\$175.00		\$75.00	60	\$75.00	0	\$125.00	42	\$140.00	300	\$19,680.0
Task 103 - Permitting	16	\$30.00	32	\$50.00		\$50.00		\$145.00	0	\$175.00	0	\$75.00	20	\$75.00	0	\$125.00	8	\$140.00	76	\$4,700.0
Task 104 - Limted Construction Admin.	4.5	\$30.00	25.2	\$50.00	0	\$50.00	0	\$145.00	0	\$175.00	0	\$75,00	9	\$75.00	0	\$125.00	6.3	\$140.00	45	\$2,952.0
TASK 200 - ALLOWANCES	0	\$30.00	0	\$50.00	0	\$50.00	0	\$145.00	0	\$175.00	0	\$75.00	0	\$75.00	0	\$125.00	0	\$140.00	0	\$1,500.0
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# BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-7886 County Administrator's Report 12. 32. BCC Regular Meeting Budget & Finance Consent

**Meeting Date:** 04/09/2015

**Issue:** County Incentive Grant Program (CIGP) – SR 295 (Navy Boulevard)

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

Organization: Public Works

**CAO Approval:** 

#### **RECOMMENDATION:**

Recommendation Concerning the County Incentive Grant Program - State Road 295 (Navy Boulevard) - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the County Incentive Grant Program (CIGP) - State Road (SR) 295 (Navy Boulevard):

A. Authorize the County Administrator, or his designee, to sign and submit a request for CIGP Funds to the Florida Department of Transportation (FDOT) to request Grant funding for the Navy Boulevard Access Management and Corridor Beautification Project; and

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

[Funding: The Grant requires a 50% match, \$825,000, which the County already has allocated in Fund 352, LOST III, Cost Center 220102]

#### **BACKGROUND:**

A project application for the County Incentive Grant Program is being submitted by Escambia County for the Navy Boulevard Access Management and Corridor Beautification Project. This program allows the Florida Department of Transportation (FDOT) to make grants to counties for the improvement of transportation facilities on the State Highway System (SHS). CIGP Funds may be awarded for local transportation facilities off the SHS, but such a project would need to relieve traffic congestion on the SHS.

If a project off the SHS is selected for the FDOT 5-Year Work Program, the County will need to enter into a Joint Participation Agreement (JPA) with FDOT in the fiscal year that the project is funded. If the project selected is on the SHS, FDOT will manage the

project and no JPA will be required.

The CIGP Grant Program requires a 50% local match. The County has these matching funds already allocated through LOST III. The total allocation for FDOT District Three for Fiscal Years 2019 and 2020 combined is \$5.4 million.

County staff has completed multiple public involvement phases to date: Navy Boulevard Corridor Vision Plan and Design Guidelines Manual, Navy Boulevard Corridor Management Plan, and Navy Boulevard Public Involvement Plan. The project is currently scheduled to begin the Project Development and Environment Study (PD&E) phase in Summer 2015 (cost estimated at \$1.51M, to be funded through LOST III), and the Professional Engineering Design phase in Summer 2017 per the FDOT 5-Year Work Program (cost estimated at \$1.65M). County staff is seeking \$825,000 of CIGP Funds, which would fund 50% of the design cost. County staff is anticipating construction of the project to begin FY 2019/2020.

### **BUDGETARY IMPACT:**

The grant requires a 50% match, \$825,000, which the County already has allocated in Fund 352 LOST III, Funding Source 220102.

### **LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

### **PERSONNEL:**

N/A

### POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

### IMPLEMENTATION/COORDINATION:

County, FDOT, West Florida Regional Planning Council (WFRPC) staff, and local stakeholders will coordinate efforts.

### **Attachments**

County Incentive Grant Program App
Project Concept
Secretary Barfield Email

### **County Incentive Grant Program Application**

County: Escambia County
Provide the County Road number and any local name for the proposed candidate project: SR-30 (Navy Boulevard)
FDOT Roadway ID: <u>48080060</u> Begin MP: <u>0.00</u> End MP: <u>1.617</u>
Number of Lanes: 4 Existing Lane Width: 12' Proposed Lane Width: 11'
Check which describes proposed project:
Resurface unpaved road
Reconstruct County road
X Other - Reconstruct Navy Boulevard to meet FDOT access management standards to improve the safety along the
corridor and use complete street principles to encourage infill and economic development within the Warrington Community
Redevelopment Area

If the project is not located on the State Highway System, a justification report detailing how the project will alleviate the need for construction or improvements to the State Highway System by reducing traffic congestion, and quantitatively estimate the improved through traffic capacity and/or increased level of service afforded the affected state highway.

The Navy Boulevard Access Management and Beautification Project is located on the State Highway System.

Identification of whether the project is in the Department's Five Year Work Program and the work program item number (If you are not sure if this project is already programmed in the Adopted Five Year Work Program, please contact Dustin Castells at 850-330-1227, Myra Suggs at 850-330-1563 to verify.)

FDOT Item No. 218630-2 PD&E funded in FY 16 with local funds \$1.51M Design funded in FY 18 \$1.65M

Provide specific details of which project phases are included in the request for matching funds (examples: design, construction, construction engineering inspection, etc.), an accounting of the current stage of project development, and a schedule of future project development.

Escambia County is requesting CIGP funds to design the Navy Boulevard Access Management and Beautification Project.

An accounting of <u>expenditures to date</u> for each project phase and a current cost estimate for each project phase (format to be used for construction cost estimate is attached).

Escambia County anticipates entering into a Joint Participation Agreement (JPA) with the Department to fund the Project
Development & Environment PD&E Study for \$1.51M over the next few months. To date, Escambia County has spent
approximately \$325,000 of local funds on the project. Escambia County spent \$250,000 for a consultant to prepare the Navy
Boulevard Corridor Vision Plan and Design Guidelines Manual, and the subsequent Navy Boulevard Corridor Management Plan.
Following the Corridor Management Plan, Escambia County has spent the remaining funds preparing a Public Involvement Plan.
Please see the attached Navy Boulevard Corridor Vision Plan and Design Guidelines Manual, Corridor Management Plan, and Public Involvement Plan.

Certification that the project is consistent with the Florida Transportation Plan (FTP), the long range transportation plan of the local MPO, where applicable, and any local government comprehensive plan.

Supports the goal to support and enhance livable communities. Multiple public involvement phases have been completed (Navy Boulevard Vision Plan and Design Guidelines Manual, Navy Blvd Corridor Management Plan and Navy Boulevard Public Involvement Plan).

The project is not currently listed in the Florida-Alabama 2035 Long Range Transportation Plan, but is being included in the update due to be completed in November 2015.

Any other relevant information necessary to assure compliance with the eligibility requirements and to meet the ranking criteria.

The Navy Boulevard Access Management and Beautification Project will bring the subject corridor up to FDOT access management standards to help reduce crashes for all forms of travel, and effectively enhance the surrounding community by implementing complete street concepts. The project enhancements will have a positive economic impact within the community and help generate additional business interests within the Warrington Community Redevelopment Area. Additionally, bicycle and pedestrian facilities will be included in the project to improve intermodalism and safety. The corridor currently is a bus route for Escambia County Area Transit, and the project will provide enhancements and upgrades to the current bus stops and amenities. The project will meet all federal, state and local requirements, including but not limited to, ADA, MUTCD, PROWAG, Florida Greenbook, etc.

Attach certification from the chief fiscal officer of the county that sufficient matching funds are available (or a statement that the county is eligible for and is requesting a waiver of the required 50% match)

Board of County Commissioners Escambia County		
Signed and approved by:		
Jack R. Brown, County Administrator	Date	
Witness		Approved as to form and legal sufficiency.
Witness		By/Title: Charles

Contact information: Name: David Forte, Program Manager

Telephone numbers: (850) 595-3595 Email address: dvforte@myescambia.com

Contact information of person with

knowledge of Estimate information: Name: David Forte, Program Manager

Telephone numbers: (850) 595-3595 Email address: dvforte@myescambia.com

### **Proposed Scope of Work**

Design services to provide construction plans for the reconstruction of SR-30 (Navy Boulevard) - location termini is SR -295, New Warrington Rd, to Bayou Chico Bridge. Existing typical five lane cross-section will be replaced with four travel lanes, vegetated median where feasible, designated turn lanes, bike lanes and sidewalks. Possible enhancements may include on-street parking, separated in right-of-way parking and/or access roads. Storm water upgrades and scope will be determined during design.





### LEGEND

Right of Way

Stop Sign

Navy Boulevard Corridor Study

from Bayou Chico west to New Warrington Road Vision Phase II

Project website: MyNavyBlvd.com



From: Suggs, Myra

To: Administration; Engineering; Janet Morrell; Bryant, Keith; Road and Bridges; Angie Smith; Admin; Amy L.

Lovoy; Budget; Engineering; Roads; Robin F. Lambert; Thomas R Brown; Wesley J Moreno; Alan Pierce; Erin Griffith; Mark Curenton; Cliff Schnepf; Robert Presnell; Don Butler; Gulf County BOCC; Kari Summers; Lee Collinsworth; Mark Cothran; Towan Kopinsky.; Sherry Snell; Wendell Whitehurst; Larry Alvarez; Lynn Adcock; Ted Lakey; Darrell Gray; Debra Preble; Kirk Reams; Robert Ceska; Alan Rosenzweig; Kathy Burke; Tony Park; Vincent Long; Charla Kearce; Marcella Eubanks; Avis Whitfield; Blaylock, Roger; Shirley Powell; Stephen Furman; Tana Tynes; Katie Taff; Angie Biddle; Bob Newsom; Buddy Wright; Cliff Knauer; David Corbin; Marla

Hayes; Shaw (kshaw@washingtonfl.com)

Cc: <u>Battles, Regina; Castells, Dustin</u>

Subject: FW: Annual County Incentive Grant Program (CIGP) solicitation

**Date:** Tuesday, March 10, 2015 10:09:35 AM

Attachments: County Incentive Grant Program (CIGP) project elegibility Attachment A.pdf

County Incentive Grant Program Application - Attachment B.docx Engineers Opinion of Probable Const Cost - Attachment C.xlsx

Section <u>339.2817</u>, Florida Statutes, created the County Incentive Grant Program (CIGP). This program allows the Florida Department of Transportation (FDOT) to make grants to counties for the improvement of transportation facilities on the State Highway System (including the Florida Turnpike System). Grants may also be used for local transportation facilities that relieve congestion on the State Highway System. Local municipalities may apply for grants through their respective counties. All counties are eligible to submit an application for this program.

The statute establishes a 50 percent match for eligible projects. The total allocation for FDOT District Three for Fiscal Years 2019 and 2020 combined is \$5.4 million. Each District solicits, reviews, and ranks their eligible projects. A summary of the project eligibility and evaluation criteria is attached (Attachment A). We have also included an application form (Attachment B) and an example format for your project estimate (Attachment C).

To implement the program for Fiscal Years 2019 and 2020, the Department is requesting one (1) candidate project from each county be submitted by Monday, April 27, 2015. To be considered please submit your completed application and Engineer's estimate of probable cost by this date. From this list, District staff will select projects for inclusion in the tentative 2017-2021 work program.

If a project off the state system is selected for the work program, the County will need to enter into a Joint Participation Agreement (JPA) with the Department in the fiscal year that the project is funded. If the project selected is on the state system, the Department will manage the project and no JPA will be required. Please provide your candidate project to Dustin Castells, District Local Program Administrator (850-330-

1227) or Myra Suggs, District JPA Coordinator (850-330-1563) at the following address:

FDOT District 3 Program Management Office 1074 Highway 90 Chipley, Florida 32428

We look forward to working with you in this program.

Sincerely,

/s/James T. Barfield

James T. Barfield, P.E. District Secretary



### BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-7985 County Administrator's Report 12. 33.
BCC Regular Meeting Budget & Finance Consent

**Meeting Date:** 04/09/2015

**Issue:** Schedule a Public Hearing to Consider the Vacation of a Drainage

Easement off Water Spray Terrace on the Board's Own Motion

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

**Organization:** Public Works

**CAO Approval:** 

### **RECOMMENDATION:**

Recommendation Concerning the Scheduling of a Public Hearing to Consider the Vacation of a 20-Foot-Wide Drainage Easement off Water Spray Terrace, on the Board's Own Motion - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the scheduling of a Public Hearing, to consider the vacation of a 20-foot-wide drainage easement off Water Spray Terrace, on the Board's own motion:

A. Schedule a Public Hearing for April 23, 2015, at 5:31 p.m., to consider the vacation of 20-foot-wide drainage easement off Water Spray Terrace and ratify the advertisement of the Public Hearing, which will be published in the Pensacola News Journal on April 6, 2015; and

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

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

### **BACKGROUND:**

The County has a project in design to make stormwater drainage improvements in the Linn Avenue and Water Spray Terrace area located south off Innerarity Point Road. Design indicated the need for drainage easements to facilitate the project. One easement required was a 20' wide drainage easement along the south and east property line of the Barnes property located at 5900 Water Spray Terrace. The owners agreed to the donation of the easement and the Board, meeting in regular session on April 29, 2014, accepted the donation of the easement from David A. and Vicki L. Barnes. The drainage easement from David A. and Vicki Lynn Barnes is recorded in Official Record Book 7169 at Page 180 of the public records of Escambia County, Florida.

The property lying south of and abutting the Barnes property is owned by Michael and Michelle McNair, who are in the process of selling their property. Their title search revealed that due to a scrivener's error in the deed of record for the Barnes property there appears to be a problem with the south boundary line of the Barnes property and the north boundary line of the McNair property, which also affects the actual location of the County drainage easement donated by Mr. and Mrs. Barnes.

To clear up the issue of the location of the County's drainage easement, which may, depending on the interpretation of the intent in the deed of record to the Barnes, be on the McNairs property, the McNairs have asked the County to vacate the drainage easement from David A. and Vicki Lynn Barnes as described and recorded in Official Record Book 7169 at Page 180 of the public records of Escambia County, Florida.

### **BUDGETARY IMPACT:**

Funds for legal advertisements and document recordings are available in Fund 352, "LOST III", Cost Center 210107, Object Codes 56101/56301, Project #14EN2592, "Innerarity Point Drainage".

### **LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

### **PERSONNEL:**

All work associated with this request is being done in-house and no additional staff is required.

### POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is based on the Board's Vacating, Abandoning, and Closing Existing Public Streets, Rights-of-Way, Alleyways, Roads, Highways, Other Places Used for Travel or Other Lands Dedicated for Public Use or Purposes, or Any Portions Thereof to Renounce and Disclaim Any Right of the County and The Public In and To Said Lands policy for closing, vacating and abandoning County owned property – Section III and Florida Statutes, Chapter 336.

### IMPLEMENTATION/COORDINATION:

Once the Public Hearing has been scheduled, the date and time will be advertised, and all owners of property within 500 feet will be notified. It will be the responsibility of County staff to place the advertisement and notify property owners.

### **Attachments**

Recorded Drainage Easement
Sketch
Aerial Map

This document was prepared by: Stacey S. Ward Escambia County Public Works Department 3363 West Park Place Pensacola, Florida 32505

A Portion of 14-3S-32-1000-053-005 Linn Avenue Drainage Project

STATE OF FLORIDA COUNTY OF ESCAMBIA Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2014033125 05/13/2014 at 10:21 AM
OFF REC BK. 7169 PG. 180 - 183 Doc Type: ESM
RECORDING: \$35.50

### DRAINAGE EASEMENT

### WITNESSETH:

WHEREAS, the Grantee proposes to construct and/or maintain a drainage easement across real property located in Section 14, Township 3S, Range 32 West, Escambia County, Florida;

WHEREAS, the Grantors are the owner of the real property, over, across and upon which Grantee proposes to construct and maintain said drainage easement;

NOW, THEREFORE, in consideration of one dollar (\$1.00), the promises contained herein and other good and valuable considerations, Grantors do hereby grant to Grantee, a permanent drainage easement over the real property described below for the purposes of constructing and/or maintaining a drainage easement, together with the right of ingress and egress over and across the drainage easement area and the right to excavate construct and maintain the drainage easement.

### Legal or Exhibit "A"

GRANTORS also hereby grant, bargain, convey, transfer, dedicate and deliver to Grantee the right to clear, keep clear, and remove from the drainage easement area, all trees, undergowth and other obstructions that may interfere with the location, excavation, operation or maintenance of the drainage easement area or any structures installed thereon by Grantee. Notwithstanding, the issuance of any permit to construct or erect any structure in the easement area, Grantors, their successors and assigns, agree not to build, construct or create or permit others to build, construct or create any building or other structures in the drainage area that may interfere with the location, excavation, operation or maintenance of the drainage or any structures installed thereon. Easily removable improvements, such as fences may be constructed with the prior consent of Grantee.

In the event of any discrepancy between the actual location of drainage inprovements 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 Grantos, themselves, their successors and assigns, agree to execute corrective instruments as may be required by Grantee.

TO HAVE AND TO HOLD said drainage easement upon the said Grantee and its successors and assigns forever.

GRANTORS do hereby covenant with Grantee that it is lawfully seized and possessed of the real property above described and that the easement is free from all encumbrances, which would prohibit the Grantee from using the easement area for drainage and Grantors hereby waives any right to compensation for Grantee's use of the drainage easement area and an appraisal of the drainage easement area unless otherwise provided for herein.

Signed, sealed and delivered in the presence of:	
Witness Print Name Robin Compart	By David A. Barnes
Witness Beinie a Maghing	
STATE OF FLORIDA COUNTY OF ESCAMBIA	- Vh
The foregoing instrument was acknowledged before David A. Barnes. He/she () is personally known to necessary the private licenters.	ne or ( ) has produced current
(Notary Seal)	B. 2000
Bernie W. Manning Notary Public-State of FL Comm. Exp. May 31, 2014 Comm. No. DD967622	Signature of Notary Public  Bernie W Manains  Printed Name of Notary Public
Signed, sealed and delivered in the presence of:	
Witness Print Name Robin Lambert	By: Vicki Lynn Barnes Vicki Lynn Barnes
Witness Ben WM Print Name Bernie w Manding	
STATE OF FLORIDA COUNTY OF ESCAMBIA	14
The foregoing instrument was acknowledged before Vicki L. Barnes. He/she () is personally known to me	or has produced current
(Notary Seal)	Binzon
Bernie W. Manning Notary Public-State of FL	Signature of Notary Public  Printed Name of Notary Public

Comm. Exp. May 31, 2014 Comm. No. DD967622

### ACCEPTANCE

THIŞ EASEMEN	IT was accepte	ed by Escambia County, Florida on the May of , as authorized by the Board of County Commissioners of Escambia
MAY	, 20	, as authorized by the Board of County Commissioners of Escambia
County, Florida at its meet	ing held on	april 29,2014.

BOARD OF COUNTY COMMISISONERS ESCAMBIA COUNTY, FLORIDA

Lumon J. May, Chairman

ATTEST:

Pam Childers Clerk of the Circuit Court

Deputy Clerk

BCC Approved 04-29-2014

This document approved as to form and legal sufficiency.

Ву

Title

Date

121 7014

### **EXHIBIT "A"**

Legal Description 20-ft wide Drainage Easement Property Reference Number 14-3S-32-1000-053-005 March 24, 2014

A non-exclusive 20-ft wide Drainage Easement lying and being in Section 14, Township 3 South, Range 32 West, being more particularly described as follows:

The South 20.0 feet and the East 20.0 feet of the South 172.00 feet of the following described parcel of land, said easement also being contiguous with the South and East lines:

Beginning at the Northwest corner of Lot 11, Block 1, Sun & Sand Subdivision, recorded in Plat Book 4, page 35, Escambia County, Florida; thence South 03°00' East along the West line of said Sun & Sand for 290.40 feet; thence South 87°00' West for 100.00 feet; thence North 03°00' West for 272.35 feet; thence North 76°46' East for 101.11 feet to the Point of Beginning.

That portion of the road described as follows: Commencing on the intersection of the south line of the present Innerarity Road and East line of Balderas Avenue 378.4 feet to the corner of intersection of Balderas Avenue and the South right-of-way of an 80 foot dedicated right-of-way in Deed Book 322 at Page 53, public records of Escambia County, Florida; thence East at right angles 300 feet to the point of beginning; thence continue East 100 feet; thence South 02°39'52" East a distance of 15.00 feet; thence South 86°47'51" West a distance of 89.7 feet; thence South 60°34'12" West a distance of 11.23 feet; thence North 02°48'17" West a distance of 20.00 feet to the point of beginning.

The above parcel description is recorded in Official Records Book 3573 at page 606 of the public records of Escambia County, Florida.

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

FURTHER AFFIANT SAYETH NAUGHT.

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2014033126 05/13/2014 at 10:21 AM
OFF REC BK: 7169 PG: 184 - 184 Doc Type: AFT
RECORDING: \$10.00

STATE OF FLORIDA COUNTY OF ESCAMBIA

### AFFIDAVIT OF NON-IDENTITY

BEFORE ME, the undersigned authority, personally appeared **David A. Barnes**, who, upon first being duly sworn, deposes and states as follows:

- My name is David A. Barnes. I am over the age of eighteen (18) years. I have personal knowledge of and am competent to testify to the matters stated in this affidavit.
- 2. I own the property described in the Warranty Deed recorded in Official Record Book 3573 at Page 606 of the public records of Escambia County, Florida.
- 3. I am not the same person as the David Barnes referenced in that certain Default Final Judgment in favor of Midland Funding, LLC recorded in Official Record Book 6660 at page 1789, as certified in Official Record Book 6670 at page 204 of the public records of Escambia County, Florida.
- I have never resided at 8201 Klondike Road, Pensacola, Florida 32526, and I have never been the defendant in a lawsuit brought by Midland Funding, LLC.

Dated this 6 day of April , 2014.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

Witness Ou Vilal David A. Barnes

Witness Brit Zumal

STATE OF FLORIDA COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 16 day of 100 day of 100 day of 100 day of 100 day of 100 day of 100 day of 100 day of 100 day of 100 day of 100 day of 100 day of 100 day of 100 day of 100 day of 100 day of 100 day of 100 day of 100 day of 100 day of 100 day of 100 day of 100 day of 100 day of 100 day of 100 day of 100 day of 100 day of 100 day of 100 day of 100 day of 100 day of 100 day of 100 day of 100 day of 100 day of 100 day of 100 day of 100 day of 100 day of 100 day of 100 day of 100 day of 100 day of 100 day of 100 day of 100 day of 100 day of 100 day of 100 day of 100 day of 100 day of 100 day of 100 day of 100 day of 100 day of 100 day of 100 day of 100 day of 100 day of 100 day of 100 day of 100 day of 100 day of 100 day of 100 day of 100 day of 100 day of 100 day of 100 day of 100 day of 100 day of 100 day of 100 day of 100 day of 100 day of 100 day of 100 day of 100 day of 100 day of 100 day of 100 day of 100 day of 100 day of 100 day of 100 day of 100 day of 100 day of 100 day of 100 day of 100 day of 100 day of 100 day of 100 day of 100 day of 100 day of 100 day of 100 day of 100 day of 100 day of 100 day of 100 day of 100 day of 100 day of 100 day of 100 day of 100 day of 100 day of 100 day of 100 day of 100 day of 100 day of 100 day of 100 day of 100 day of 100 day of 100 day of 100 day of 100 day of 100 day of 100 day of 100 day of 100 day of 100 day of 100 day of 100 day of 100 day of 100 day of 100 day of 100 day of 100 day of 100 day of 100 day of 100 day of 100 day of 100 day of 100 day of 100 day of 100 day of 100 day of 100 day of 100 day of 100 day of 100 day of 100 day of 100 day of 100 day of 100 day of 100 day of 100 day of 100 day of 100 day of 100 day of

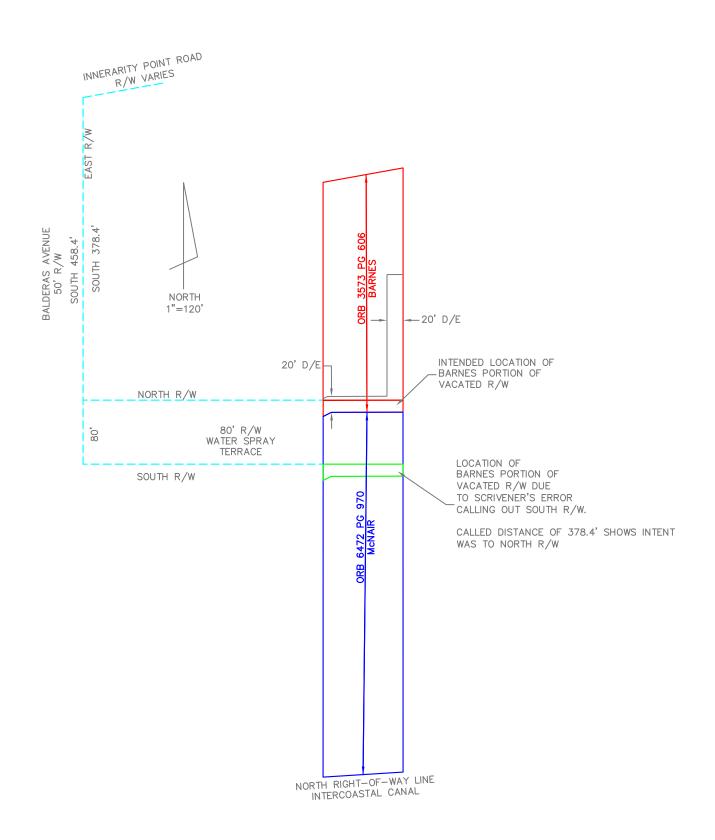
Signature of Notary Public

Printed Name of Notary Public

(Notary Seal)

Print Name 5





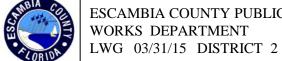
### PROPOSED VACATION OF DRAINAGE EASEMENT OFF WATER SPRAY TERRACE





McNAIR PROPERTY





ESCAMBIA COUNTY PUBLIC WORKS DEPARTMENT

DRAINAGE EASEMENT TO BE VACATED



### BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-7988 County Administrator's Report 12. 34.
BCC Regular Meeting Budget & Finance Consent

Meeting Date: 04/09/2015

**Issue:** Authorization for Surplus and Sale of a Metal Fence Located on

County-Owned Property at 11800 Mobile Highway

From: Stephan Hall, Interim Department Director

Organization: OMB

**CAO Approval:** 

### **RECOMMENDATION:**

Recommendation Concerning Authorization for Surplus and Sale of a Metal Fence Located on County-Owned Property at 11800 Mobile Highway - Stephan Hall, Management and Budget Services Interim Department Director

That the Board take the following action concerning authorization for surplus and sale of a metal fence located on County-owned property located at 11800 Mobile Highway:

A. Declare surplus the fence located on County-owned property at 11800 Mobile Highway; and

B. Authorize sale of the fence via online public auction to the bidder with the highest bid received at or above a minimum bid of \$850.

### **BACKGROUND:**

Escambia County purchased 5 contiguous parcels for the purpose of building a public boat ramp and other water-dependent and outdoor public uses. The fence is only fronting 1 of the 5 parcels and is not needed for the boat ramp. The upcoming boat ramp construction includes demolition of the fence. Escambia County has received notice of potential interest in obtaining the fence for reuse or recycling.

The metal fence is approximately 5 feet tall and 300 feet long. It must be removed by cutting away the existing concrete footer and brick columns. The concrete footer and brick columns must not be damaged. The fence will be sold AS IS, WHERE IS, and must be removed within 10 calendar days of payment of the successful bid.

### **BUDGETARY IMPACT:**

Sale of the fence will provide revenue for the LOST Fund (352).

### **LEGAL CONSIDERATIONS/SIGN-OFF:**

PERSONNEL:			
N/A			
POLICY/REQUIREMENT FOR BOARD ACTION:			
Escambia County Ordinance, Section 46.134			
IMPLEMENTATION/COORDINATION:			
N/A			
Attachments			
Images of Fence			

N/A

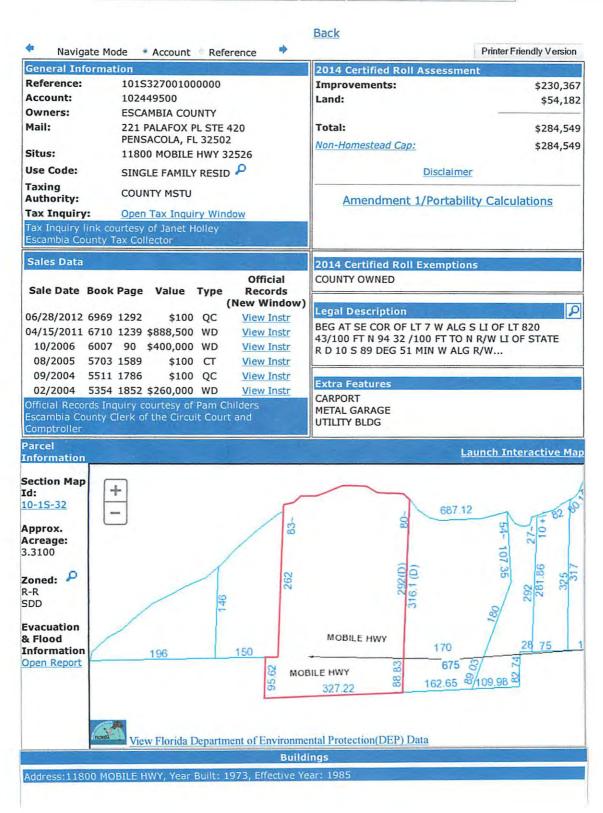
**Location Maps** 



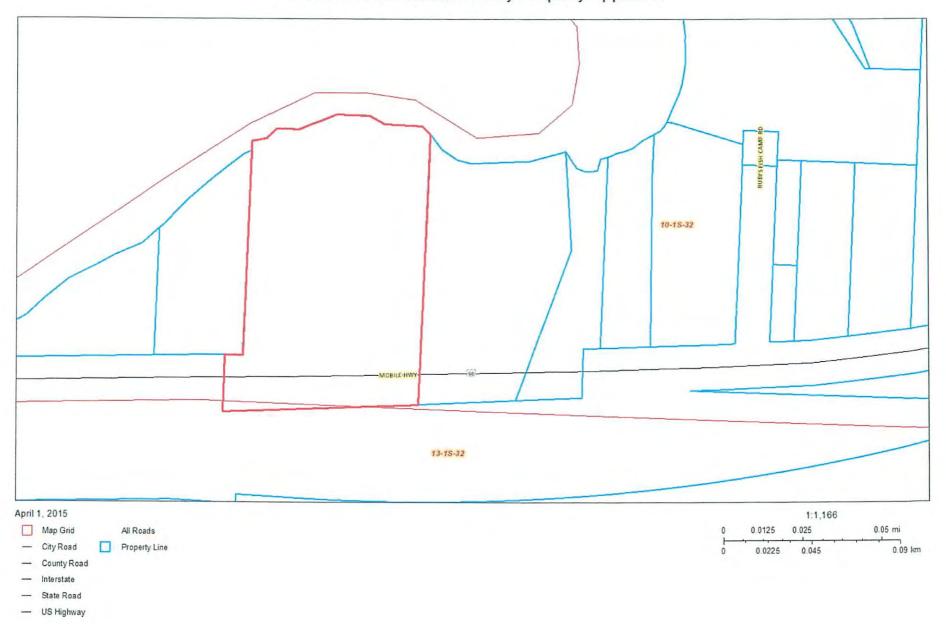




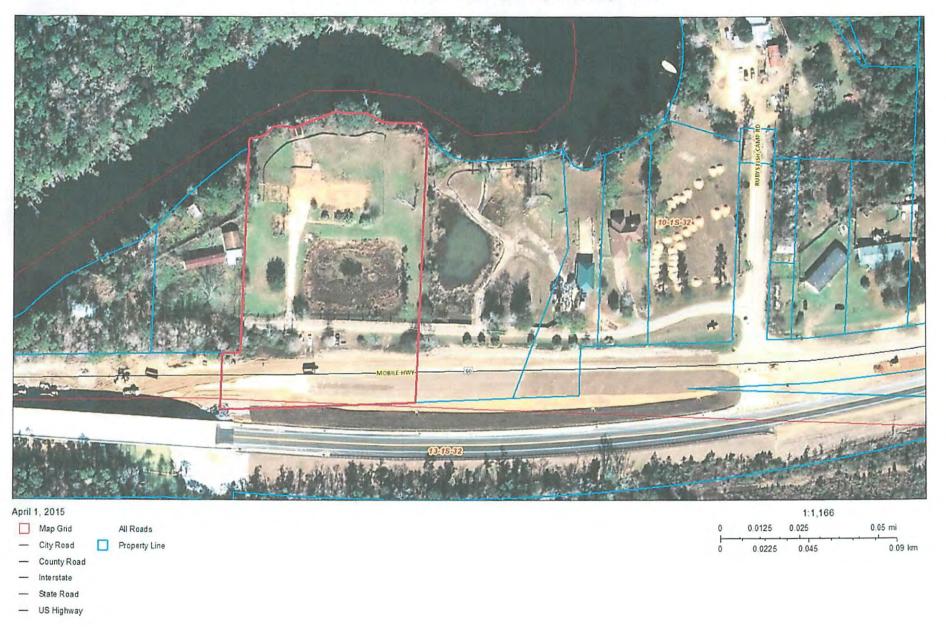
Real Estate Tangible Property Sale Amendment 1/Portability
Search Search List Calculations



### Chris Jones Escambia County Property Appraiser



### Chris Jones Escambia County Property Appraiser





### BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-7959 County Administrator's Report 12. 1.

BCC Regular Meeting Discussion

**Meeting Date:** 04/09/2015

**Issue:** 4th Cent TDT Request - Boo Weekley **From:** Jack Brown, County Administrator

Organization: County Administrator's Office

**CAO Approval:** 

### **RECOMMENDATION:**

Recommendation Concerning the Request for Funding for the Boo Weekley "BOOFEST" on July 23-25, 2015 - Commissioner Wilson B. Robertson, District 1

That the Board consider the request by Boo Weekley, for \$10,000, from Commissioner Wilson Robertson, to be funded from the 4th Cent Tourist Development Tax, for the "BOOFEST" being held on July 23-25, 2015, at the Pensacola Country Club and approve the Purchase Order for this purpose.

### **BACKGROUND:**

For the past 12 years, Boo Weekley has held a Charity Golf Scramble with weekend long entertainment by various performers with the proceeds going to various charitable organizations. This year, the 2015 Boo Weekley Charity Golf Scramble will be held July 23rd through July 25th, 2015, at the Pensacola Country Club. As part of this year's event, a private Sponsor's Party hosted by Boo himself, with live and silent auctions, will take place at Hemingway's Island Grill on Pensacola Beach.

### **BUDGETARY IMPACT:**

The Board place \$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, the County Administrator's Office will issue a Purchase Order for this event and process the necessary paperwork.

### **Attachments**

Boo Weekley "BOOFEST"



and silent auctions, golf tournament and weekend long The 2015 Boo Weekley Charity Golf Scramble will be consecutive year, this three-day event will include a held July 23rd-25th at the Pensacola Country Club private Sponsor's Party hosted by Boo himself, live located in Pensacola, Florida. In its thirteenth entertainment by various performers.

# SITE OF THIS YEAR'S TOURNAMENT....

PENSACOLA COUNTRY CLUB

1500 BAYSHORE DRIVE PENSACOLA, FLORIDA





WWW.PENSACOLACOUNTRYCLUB.COM

### Sponsor's Party.....

## HEMINGWAY'S ISLAND GRILL

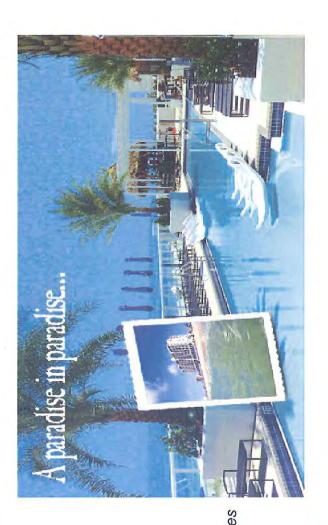


400 Quietwater Beach Road, #16 Pensacola Beach, FL

## Weekend Lodging....

### MARGARITAVILLE BEACH HOTEL

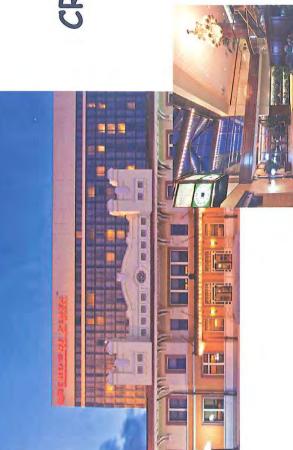
WWW.MARGARITAVILLEHOTEL.COM 165 FORT PICKENS RD PENSACOLA BEACH, FL Hotel to Country Club: 12.40 miles / 22 minutes Hotel to Auction/Entertainment Venue: 8.17 miles / 13 minutes



### CROWNE PLAZA PENSACOLA GRAND HOTEL

WWW.PENSACOLAGRANDHOTEL.COM 200 EAST GREGORY STREET PENSACOLA, FL

Hotel to Pensacola Country Club: 4.16 miles / 8 minutes Hotel to Auction/Entertainment Venue: No Travel





### BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-7966 County Administrator's Report 12. 2.

BCC Regular Meeting Discussion

**Meeting Date:** 04/09/2015

Issue: Request Funding for Aggie Classic
From: Steven Barry, District 5 Commissioner

**Organization:** Board of County Commissioners

**CAO Approval:** 

### **RECOMMENDATION:**

Recommendation Concerning the Funding Request for the Aggie Classic - Commissioner Steven Barry, District 5

That the Board consider the request for \$5,000, to be funded from Commissioner Steven Barry's allocation of the 4th Cent Tourist Development Tax fund, for the Aggie Classic, hosted by J.M. Tate High School, and approve the Purchase Order for this purpose.

### **BACKGROUND:**

The Aggie Classic as been in existence since 1993 and held its 22nd annual tournament this year on March 16-19 for 20 teams from Florida, Oklahoma, Tennessee, and Texas. Over the years, the tournament has brought in over 350 teams from California, Georgia, Kentucky, South Carolina, North Carolina, Virginia, Ohio, New York, and Washington D.C.

### **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

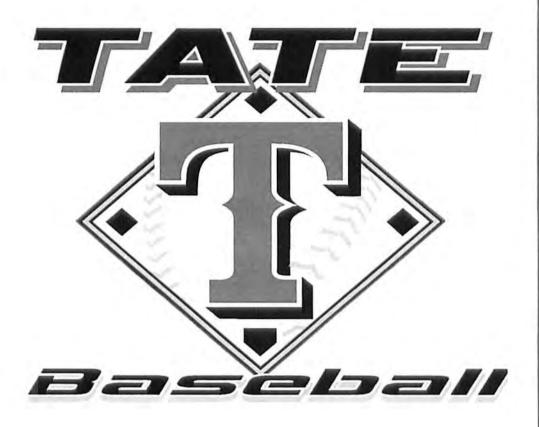
### POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

### IMPLEMENTATION/COORDINATION:

### **Attachments**

### Aggie Classic



### MARCH 16 – 19, 2015 AGGIE CLASSIC

HOSTED BY J.M. TATE HIGH SCHOOL

ENTRY FEE: \$400 (PAYABLE TO TATE BASEBALL BOOSTERS) AND 1 DOZEN BASEBALLS

We will be hosting our annual tournament for the 22nd consecutive year. This year, we have invited 20 high school baseball teams from across the country to compete in our event. The tournament has exploded over the past few years raising our original field of 16 to as many as 22. Our goal is to continue to increase the field of competition to host as many teams as possible and to ensure we put on an outstanding event, one that all who participate in will thoroughly enjoy. Our field of 20 competitors is listed in the cardinal box to the right.



### 2015 Participants

Tate HS, FL
Escambia HS, FL
West Florida HS, FL
Washington HS, FL
Gulf Breeze HS, FL
Milton HS, FL

Brentwood HS, TN
Brentwood Academy, TN
Christ Presbyterian, TN
Davidson Academy, TN
Goodpasture Christian, TN
Knoxville Catholic, TN

Claremore HS, OK
Edmond North HS, OK
Pryor HS, OK
Shawnee HS, OK
Skiatook HS, OK
Union HS, OK
Washington HS, OK

Second Baptist, TX

### **GREG BLACKMON**

JM Tate High School 1771 Tate School Rd Cantonment, FL 32533

gblackmon@escambia.k12.fl.us

850-554-7676

### **Dawn M Troche**

From:

Greg Blackmon [gblackmon@escambia.k12.fl.us]

Sent:

Tuesday, March 24, 2015 9:40 AM

To: Subject: District5
Aggie Classic

Attachments:

2015 Tournament Participants.xlsx; Aggie Classic Brochure 2015.pdf; 2014 Tournament

Participants.xlsx; Aggie Classic 2013 Participants.docx; 12 Participants.doc

The Aggie Classic has been in existence since 1993. The tournament was originated by former Tate baseball coach Keith Leonard whom is now Personnel Director for the Escambia County School District. On March 16, 2015, we began the 22nd year of this tournament. This year, we hosted 20 teams from Florida, Oklahoma, Tennessee, and Texas. Most of the teams arrived on Sunday, March 15 and stayed through Friday, March 20.

Over the years, our tournament has brought in over 350 teams to the Pensacola area. Teams from California, Colorado, Texas, Oklahoma, Illinois, Michigan, Arkansas, Louisiana, Mississippi, Alabama, Florida, Georgia, Tennessee, Kentucky, South Carolina, North Carolina, Virginia, West Virginia, Ohio, Pennsylvania, New York, and Washington D.C. have all converged on Pensacola over these 22 years. Our tournament has had corporate sponsors such as Starter and Nike in the past. We are looking to always improve our tournament and to put our best foot forward for our annual guests. Next year, we will hold our event on March 14 - 17, 2016.

Below, I am attaching some documentation of our tournament. Thank you for considering us for your financial support.

### **Previous Winners:**

1993 Tate Cantonment, FL

1994 Germantown, TN

1995 Tate Cantonment, FL

1996 Taravella Coral Springs, FL

1997 Taravella Coral Springs, FL

1998 Tate Cantonment, FL

1999 Oakland, TN

2000 Pace Pace, FL

2001 Pleasure Ridge Park, KY

2002 Pace Pace, FL

2003 Pace Pace FL

2004 Tate Cantonment, FL

2005 Tate Cantonment, FL (actual winner had to forfeit games due to ineligible players)

2006 Bishop Moore Orlando, FL

2007 Owensboro, KY

2008 Tate Cantonment, FL

2009 Beech Hendersonville, TN

2010 Tate Cantonment, FL

2011 Gibbs Corryton, TN

2012 Pinson Valley, AL

2013 Washington Pensacola, FL

2014 Navarre Navarre, FL

2015 Second Baptist Houston, TX

Greg Blackmon Head Baseball Coach Administrative Dean J.M. Tate High School

### 2015 Aggie Classic Participants

Brentwood Academy Eagles	Brentwood, TN	<b>Buddy Alexander</b>	615-218-8195	buddy alexander@brentwoodacademy.com
Brentwood Bruins	Brentwood, TN	Bill Moore	615-293-9990	billm@wcs.edu
Christ Presbyterian Lions	Nashville, TN	Larry Nesbitt	615-473-4090	larry.nesbitt@cpalions.org
Claremore Zebras	Claremore, OK	<b>Brent Payne</b>	918-694-7803	bpayne@claremore.k12.ok.us
Davidson Academy Bears	Nashville, TN	Dennis Winn	615-574-5832	Dennis.winn@davidsonacademy.com
Edmond North Huskies	Edmond, OK	Karl King	405-863-3570	Karl.king@edmondschools.net
Escambia Gators	Pensacola, FL	Roger Mayo	850-324-6961	rmayo@escambia.k12.fl.us
Goodpasture Christian School	Nashville, TN	Jim Carter	615-585-9680	carterim159@gmail.com
Gulf Breeze Dolphins	Gulf Breeze, FL	Randy Renfroe	850-748-2227	RenfroeR@mail.santarosa.k12.fl.us
Knoxville Catholic Irish	Knoxville, TN	Adam Sullivan	865-405-9104	coachsully3@yahoo.com
Milton Panthers	Milton, FL	George Blake	850-324-1310	blakeg@mail.santarosa.k12.fl.us
Pryor Tigers	Pryor, OK	Gerald Osborne	918-798-1595	osborneg@pryor.k12.ok.us
Second Baptist School	Houston, TX	Jeff Schroeder	713-817-4894	jschroeder@secondbaptistschool.org
Shawnee Wolves	Shawnee, OK	Todd Boyer	405-343-4256	tboyer@shawnee.k12.ok.us
Skiatook Bulldogs	Skiatook, OK	<b>Aaron Burrows</b>	918-549-8019	aburrows@skiatookschools.org
Tate Aggies	Cantonment, FL	Greg Blackmon	850-554-7676	gblackmon@escambia.k12.fl.us
Tulsa Union Redskins	Tulsa, OK	James Garrison	918-344-0455	garrison.james@unionps.org
Washington Hornets	Tulsa, OK	John Potocnik	918-698-5252	potocio@tulsaschools.org
Washington Wildcats	Pensacola, FL	Nate Espy	850-261-3484	nespy@escambia.k12.fl.us
West Fiorida Jaguars	Pensacola, FL	Marc Conti	850-982-2626	mconti@escambia.k12.fl.us



### BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-7967 County Administrator's Report 12. 3.

BCC Regular Meeting Discussion

**Meeting Date:** 04/09/2015

**Issue:** Request Funding for Pensacon

From: Steven Barry, District 5 Commissioner

**Organization:** Board of County Commissioners

**CAO Approval:** 

### **RECOMMENDATION:**

<u>Recommendation Concerning the Funding Request for Pensacon - Commissioner Steven Barry.</u>
District 5

That the Board consider funding \$5,000 for Pensacon, from Commissioner Steven Barry's allocation of the 4th Cent Tourist Development Tax fund, and approve the Purchase Order for this purpose.

### **BACKGROUND:**

The first Pensacon event was held in 2014 with 11,000 attendees. This year's event had over 22,000 attendees and had a 3.8 million dollar impact to our local economy. With one third of out of town visitors from as far as San Francisco and Washington State that patronized our local hotels, restaurants and businesses.

### **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:

N/A

### **Attachments**

### **Pensacon**

March 12, 2015

Contact:
Manda Manning
Director of Marketing, Pensacon
media@pensacon.com
850.549.5652

# Pensacon Delivers \$3.8 Million to Local Economy: Pensacon 2015 by the Numbers

PENSACOLA, FL Pensacon 2015 returned for a successful second year with over 22,000 attendees at the Pensacola Bay Center, the Crowne Plaza Grand Hotel, and the Saenger Theatre over the weekend of February 27 - March 1,2015. An estimated 2,000 people were turned away at the door after Saturday passes sold out on February 28 when max capacity was reached at the Bay Center.

Surveyors from Majority Opinion Research, brought in by Visit Pensacola, conducted intercept interviews the entire weekend. The data presented in their report paints a vivid picture of just how much the convention has grown in its second year.

With thousands flooding the downtown streets and businesses, the economic footprint Pensacon left on the local economy was significant and increased by 160% from last year. It is estimated that Pensacon 2015 attendees contributed \$3,800,422 to the local economy.

"We're very excited about the growth of Pensacon from year one to year two," said Mike Ensley, Pensacon Chairman. "The only thing limiting our expansion now is the lack of convention facilities in Pensacola. It's time to start a proactive conversation again about building a convention center here."

"Pensacola was named the third nerdiest small city just weeks before Pensacon proved it's grown out of the largest available venue in the city," said Manda Manning, director of marketing. "We believe the city has potential even beyond what we are already bringing. We're just proving it can be done."

48% of the event attendees from pre-sales were visitors to Pensacola of whom 100% were aware of the event before visiting and 98% plan to return to Pensacon next year. 84% of attendees rated their experience at Pensacon as positive.

"We had visitors from as far as the San Francisco Bay area and Washington state," said Manning. "It's also evident our regional reach has expanded this year. We're well beyond a local event now."

Past attendance, social media and family/friend referrals were the top sources of awareness of this year's Pensacon.

With 42% of attendees falling within the 25-34 age range, the average attendee was 34 years of age with a household income of \$56,404.

The official host hotel, the Crowne Plaza Grand Hotel was completely booked for the weekend and other area hotels also reported a brisk business, according to Visit Pensacola.

On average, visiting parties to Pensacola attending Pensacon 2015 spent \$500.62 during their stay and resident parties spent an average of \$326.55, up 85% from last year, in the course of attending the event.

When asked for their feedback on their time in Pensacola, 92% of attendees rated their experience as positive this year, compared to 76% from last year. Also, 100% of the attendees interviewed said they planned to return for a future visit, up from an already impressive 98% last year.

"All weekend long, our attendees and celebrity guests were commenting on how they felt so welcomed and how the city had completely embraced the convention," said Manning. "We are so appreciative of how involved and supportive Pensacola has been of Pensacon."

"I am continually impressed and humbled by how our city comes together to welcome all of Pensacon's guests," said Pensacon CEO Ben Galecki, "I look forward to planning new ways we can bring even more events to Pensacola with an expansion of our meeting space and hotels."

Pensacon 2015 is set to return next year February 19-21, 2016. Peter Mayhew and David Prowse, who respectively play Chewbacca and Darth Vader in the Star Wars films, have been announced as the first 2016 guests.

#### ###

Pensacon: Pensacola Comic Con brings the best of pop culture – Sci-Fi, Horror, Comics, Anime and more – to the Florida Gulf Coast. Featuring three days of celebrities, panel discussions, concerts, gaming events, costume contests and more.

For more information, go to pensacon.com.

February 16, 2015

Contact:
Manda Manning
Director of Marketing, Pensacon
media@pensacon.com
850.549.5652

## Pensacon Set to Make Its Return for Second Annual Pensacola Comic Con

PENSACOLA, FL: Pensacon is set to return the end of this month, February 27 - March 1, for its second annual Pensacola Comic Con. The convention will take place again at the Pensacola Bay Center, Crowne Plaza Grand Hotel, and the Saenger Theatre, which has been added as an official venue this year.

Judging by the trend of ticket sales, the size of the convention is predicted to double this year. A crowd amassing to upwards of 20,000 - 30,000 attendees is expected to flood downtown Pensacola for the event.

"We have already outgrown the Bay Center, and we're only in our second year," said Ben Galecki, CEO of Pensacon. "We have found ways to expand this year, but we fully anticipate Pensacon to continue growing each year. That's why we've been initiating the dialogue again for a convention center to be built downtown."

"Pensacon has not only brought a world class event to Pensacola, but also a boon to local businesses and the community," said Mike Ensley, Pensacon Chairman. "We look forward to creating an even bigger economic imprint on the area this year and in years to come."

World class celebrities will be on-hand all weekend to interact with fans, sign autographs, and take photos, including Star Trek icons Nichelle Nichols (Lieutenant Uhura), Marina Sirtis (Counselor Deanna Troi), and Garrett Wang (Harry Kim); Lita Ford, founding member of The Runaways; Sean Gunn, who played a large role in bringing Guardians of the Galaxy's Rocket Racoon to life and is also well-known his role in Gilmore Girls; Arrow star, Katrina Law; Star Wars' Boba Fett, Jeremy Bulloch; The Sixth Doctor of Doctor Who, Colin Baker; Georgina Leonidas, Katie Bell in Harry Potter; Naomi Grossman who plays the lovable Pepper in American Horror Story; voice actors Trina Nishimura (Attack on Titan) and Frank Conniff (Invader Zim, MST3K); Game of Thrones cast Gethin Anthony (Renly Baratheon), Julian Glover (King's Grand Maester

Pycelle), Daniel Portman (Podrick Payne), and Finn Jones (Ser Loras Tyrell); and a Power Ranger's reunion featuring Austin St. John, Karan Ashley, David Yost, Walter Jones, Barbara Goodson, David Fielding, Kerrigan Mahan, and Robert Axelrod.

Comic book fans can interact with legendary Batman artist, Neal Adams; celebrated Star Wars artist Dave Dorman; science fiction author Jody Lynn Nye; Marvel's GI Joe comics' writer, Larry Hama; and Star Wars and X-Files author, Kevin J. Anderson.

Inside the convention, celebrity guests are available to sign autographs, take photos, and meet and interact with fans. Attendees can also shop on the vendor floor, which has grown by an additional 20 vendor booths, sit in on interactive panels with celebrities, attend informational workshops, participate in contests, and interact with fellow fans.

"It's been incredible to see the city embrace our event whole-heartedly," said Manda Manning, Pensacon's director of marketing. "In particular, we are really excited about our partnership with the airport this year. Our celebrity guests and attendees are going to feel the love as soon as they step off the plane and see the way the Pensacola Intergalactic Airport has transformed to welcome them."

Downtown business will be hosting themed parties all weekend again this year. The Fish House, Play, Seville, Hopjacks, Tin Cow, Beef o' Brady's, and O'Riley's include the venues hosting official Pensacon parties. The Pensacon Costume Contest will take place at the Saenger Theatre on Saturday, February 28 and the Pensacon Short Film Festival will be hosted at the Crowne Plaza on Friday, February 27. Also, during the Saturday evening of Pensacon weekend, Palafox Street will be closed to traffic to celebrate "Pensacon at Night," an extension of the convention into a festival-like party in the streets.

The full weekend's schedule of events is available on Pensacon's official app on the Apple Store and Google Play. To download the app and begin customizing your own schedule, visit pensacon2015.sched.org.

###

Pensacon: Pensacola Comic Con brings the best of pop culture – Sci-Fi, Horror, Comics, Anime and more – to the Florida Gulf Coast. Featuring three days of celebrities, panel discussions, concerts, gaming events, costume contests and more.

For more information, go to pensacon.com.



# BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-7990 County Attorney's Report 12. 1.
BCC Regular Meeting Discussion

Meeting Date: 04/09/2015

Issue: A Resolution Supporting House Bill HR1452 and Senate Bill S770

From: Alison Rogers, County Attorney

Organization: County Attorney's Office

**CAO Approval:** 

#### **RECOMMENDATION:**

Recommendation Concerning a Resolution Supporting House Bill HR1452 and Senate Bill S770

At the request of Commissioner Grover Robinson, that the Board discuss and approve a resolution in support of House Bill HR1452 and Senate Bill S770 concerning the conveyance of the easternmost four miles of property of Santa Rosa Island (Navarre Beach) to Santa Rosa County pursuant to that certain Lease Agreement between the Santa Rosa Island, an agency of Escambia County, Florida, and Santa Rosa County, Florida, dated February 11, 1956.

### **BACKGROUND:**

The Board has enacted two joint resolutions with Santa Rosa County, Resolution R2010-214 dated November 18, 2010 and Resolution R2011-20 dated January 20, 2011 both of which requested Congressional sponsorship of a bill that would amend the federal deed regarding property on Santa Rosa Island.

## **BUDGETARY IMPACT:**

N/A

#### **LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

#### **PERSONNEL:**

N/A

#### POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:				
N/A				
	Attachments			
	Attachinents			
<u>Resolution</u>				

### RESOLUTION NUMBER R2015-

A RESOLUTION OF THE ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS SUPPORTING HOUSE BILL HR1452 AND SENATE BILL S770 TO CONVEY TO SANTA ROSA COUNTY CERTAIN PROPERTY THAT WAS FORMERLY PART OF SANTA ROSA ISLAND NATIONAL MONUMENT AND THAT WAS CONVEYED TO ESCAMBIA COUNTY SUBJECT TO RESTRICTIONS ON USE AND RECONVEYANCE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on January 15, 1947, the United States of America conveyed to Escambia County, Florida, a portion of Santa Rosa Island, more particularly described in that deed recorded in Deed Book 248 at page 161 of the public records of Escambia County, Florida; and

WHEREAS, Escambia County supports the conveyance of the easternmost four miles of property of Santa Rosa Island (Navarre Beach) to Santa Rosa County pursuant to that certain Lease Agreement between the Santa Rosa Island Authority, an agency of Escambia County, Florida, and Santa Rosa County, Florida, dated February 11, 1956; and

WHEREAS, House Bill HR 1452 has been filed by Congressman Jeff Miller and Senate Bill S770 has been filed by Senator Marco Rubio; and

WHEREAS, on November 18, 2010 and January 20, 2011 the Escambia County Board of County Commissioners enacted Joint Resolutions (attached R2010-214 and R2011-20) with Santa Rosa County which requested Congressional sponsorship of a bill that would amend the federal deed regarding property on Santa Rosa Island; and

WHEREAS, Escambia County resolves that it would be in the interests of the public to release the restrictions on conveyance to facilitate transfer of Escambia

County's interest to Santa Rosa and other persons and entities having leasehold interest on Santa Rosa County.

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

- That the above recitals are true and correct and incorporated herein by Section 1. reference.
- Section 2. Escambia County supports and requests that the said bill be duly enacted into law.
- That this Resolution shall take effect immediately upon its adoption by the Section 3. Board of County Commissioners of Escambia County, Florida.
- Section 4. The Clerk of the Board of the Escambia County Board of County Commissioners shall furnish a certified copy of this Resolution to Senator Bill Nelson, Senator Marco Rubio and Congressman Jeff Miller immediately upon its adoption.

AD	OOPTED this day of	2015.
		BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA
ATTEST:	Pam Childers Clerk of the Circuit Court	Steven Barry, Chairman
(SEAL)	Deputy Clerk	Approved as to form and legal sufficiency.  By/Title: Date: 4 2 15

RESOLUTION R2010-214 (Escambia County)

RESOLUTION 2010 - 39 (Santa Rosa County)

A JOINT RESOLUTION OF THE ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS AND THE SANTA ROSA COUNTY BOARD OF COUNTY COMMISSIONERS REQUESTING THE SUPPORT OF CONGRESSMAN JEFF MILLER AND SENATOR BILL NELSON TO RELEASE CERTAIN RESTRICTIONS ON CONVEYANCE FOR PROPERTY ON SANTA ROSA ISLAND; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on January 15, 1947, the United States of America conveyed to Escambia County, Florida, a portion of Santa Rosa Island, more particularly described in that deed recorded in Deed Book 248 at page 161 of the public records of Escambia County, Florida; and

WHEREAS, currently the deed recites that the property shall "always be subject to regulation by said County whether leased or not leased but never to be otherwise disposed of or conveyed"; and

WHEREAS, Santa Rosa County has an interest in the easternmost four miles of the property conveyed to Escambia County (Navarre Beach) pursuant to that certain Lease Agreement between the Santa Rosa Island Authority, an agency of Escambia County, Florida, and Santa Rosa County, Florida, dated February 11, 1956; and

WHEREAS, the Lease Agreement contemplates that Escambia County will convey Navarre

Beach to Santa Rosa County and that the parties will cooperate "in obtaining such conveyance and
congressional and legislative approval therefore" and a 1993 Resolution of the Escambia County

Board of County Commissioners assures the same; and

WHEREAS, Escambia County and Santa Rosa County agree that it would be in the interests of both counties to release the restrictions on conveyance to facilitate transfer of Escambia County's interest to Santa Rosa County and other persons and entities having leasehold interests on Santa Rosa Island; and

WHEREAS, the counties wish to express their intent to cooperate in drafting proposed legislation to release the restriction on conveyances and developing a process to convey Escambia County's interest to Santa Rosa County and persons and entities with a leasehold interest on Santa Rosa Island, and to request the support of Congressman Jeff Miller and Senator Bill Nelson to sponsor federal legislation to release the restrictions on conveyance; and

WHEREAS, the counties intend such legislation to require the counties to preserve those areas on Pensacola Beach dedicated to conservation, preservation, public, recreation or access uses and preserve conservation, preservation, public, recreation or access uses on Navarre Beach which are consistent with Santa Rosa County's Navarre Beach Master Plan 2001 Update and preserve the parking areas at New Jersey Street, Tennessee Street, Louisiana Street, Indiana Street, and Georgia Street, all on Navarre Beach; and

WHEREAS, the counties further intend such legislation to prohibit the counties from conveying the subject property for a windfall and that any profits collected above costs would be required to be turned over to the federal government; and

WHEREAS, the counties further intend that such legislation remove any language in the deed seen as a potential prohibition to the option of incorporation by communities on Santa Rosa Island; and

WHEREAS, the counties will direct their respective staffs and attorneys to cooperate in drafting proposed language for the legislation; and

WHEREAS, each County, through its Board of County Commissioners, has considered this Resolution at public meetings of their respective Boards.

NOW, THEREFORE, BE IT JOINTLY RESOLVED BY THE BOARDS OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, AND SANTA ROSA COUNTY, FLORIDA:

1. The above recitals are true and correct and incorporated herein by reference in the body of this Resolution.

2. Escambia County and Santa Rosa County hereby request the support of Congressman Jeff Miller and Senator Bill Nelson to sponsor legislation to release the restriction on conveyances for property on Santa Rosa Island, which shall be mutually agreed upon and drafted by the counties.

3. Each County's staff and attorneys shall cooperate in drafting the legislation, which will be approved by each of the Boards at future public meetings and subsequently forwarded to Congressman Jeff Miller and Senator Bill Nelson for consideration with sponsorship requested for the upcoming Congressional session.

4. The Clerk of the Board of the Escambia County Board of County Commissioners shall furnish a certified copy of this Resolution to Congressman Jeff Miller and Senator Bill Nelson immediately upon its adoption and execution by both counties.

5. This Resolution shall become effective upon the date last adopted by each of the Boards of County Commissioners.

ADOPTED by the Escambia County Board of County Commissioners on the 18th day of Avender, 2010.

BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA

Kevin W. White, Chairman

Date Executed

11/18/2010

ERNIE LEE MAGAHA Clerk of the Circuit Court

ork

TBW COLL

Approved as to form:

Escambia County Attorney

#### 2010-001351 BCC Nov. 18, 2010 Page 4

ADOPTED by the Santa Rosa Board of County Commissioners on the 10th day of Neuroble, 2010.

BOARD OF COUNTY COMMISSIONERS SANTA ROSA-COUNTY, FLORIDA

Gordon Goodin, Chairman

ATTEST:

MARY M. JOHNSON

Clerk of the Circuit Court

Mary

Beputy Cichk

Approved as to form

Santa Roba County Attorney

Escambia County
Clerk's Onginal

1/20/2011 CATI-1

<u>..</u>.

ESCAMBIA COUNTY RESOLUTION RAOII - AD SANTA ROSA COUNTY RESOLUTION 2011 - 02

A JOINT RESOLUTION OF THE ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS AND THE SANTA ROSA COUNTY BOARD OF COUNTY COMMISSIONERS TO ADOPT A BILL TO RELEASE CERTAIN RESTRIGTIONS ON CONVEYANCE FOR PROPERTY ON SANTA ROSA ISLAND; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on January 15, 1947, the United States of America conveyed to Escambia County, Florida, a portion of Santa Rosa Island, more particularly described in that deed recorded in Deed Book 248 at page 161 of the public records of Escambia County, Florida; and

WHEREAS, Santa Rosa County has an interest in the easternmost four miles of the property conveyed to Escambia County (Navarre Beach) pursuant to that certain Lease Agreement between the Santa Rosa Island Authority, an agency of Escambia County, Florida, and Santa Rosa County, Florida, dated February 11, 1956; and

WHEREAS, the Lease Agreement contemplates that Escambia County will convey Navarre

Beach to Santa Rosa County and that the parties will cooperate "in obtaining such conveyance and

congressional and legislative approval therefore" and a 1993 Resolution of the Escambia County

Board of County Commissioners assures the same; and

WHEREAS, Escambia County and Santa Rosa County agree that it would be in the interests of both counties to release the restrictions on conveyance to facilitate transfer of Escambia County's interest to Santa Rosa County and other persons and entities having leasehold interests on Santa Rosa Island; and

WHEREAS, Escambia County's Joint Resolution R2010-214 and Santa Rosa County's Joint Resolution R2010-39 together agree that it would be in the interests of both counties to release the

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restrictions on conveyance to facilitate transfer of Escambia County's interest to Santa Rosa County and other persons and entities having leasehold interests on Santa Rosa Island.

WHEREAS, each County, through its Board of County Commissioners, has considered this Bill at public meetings of their respective Boards.

NOW, THEREFORE, BE IT JOINTLY RESOLVED BY THE BOARDS OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, AND SANTA ROSA COUNTY, FLORIDA:

- 1. The above recitals are true and correct and incorporated herein by reference in the body of this Resolution.
- 2. Escambia County and Santa Rosa County hereby request the support of Congressman Jeff Miller and Senator Bill Nelson to sponsor the attached proposed bill to allow for release of the restriction on conveyances for property on Santa Rosa Island, with such sponsorship requested for the upcoming Congressional Session or as soon thereafter as possible.
- 3. Escambia County and Santa Rosa County understand and agree that during the legislative process, it may be necessary to make changes, corrections or other amendments to the bill language and support such changes so long as the bill substantively accomplishes release of the restriction on conveyance of the subject property.
- 4. This Resolution shall become effective upon the date last adopted by each of the Boards of County Commissioners.

ADOPTED by the Escambia County Board of County Commissioners on the 2011 day of

#### 2011-000118 ECC Jan. 28, 2011 Page 3

BOARD OF COUNTY COMMISSIONERS

ESCAMBIA COUNTY, FLORIDA

Kevin W. White, Chairman Date Executed

<u> 120/2011</u>

ERNIE LEE MAGAHA Clerk of the Circuit Court

Depoly Clerk

Approved as to form

Escambia County Attorney

ADOPTED by the Santa Rosa Board of County Commissioners on the _13TH_ day of

_January_, 2011.

BOARD OF COUNTY COMMISSIONERS SANTA ROSA COUNTY, FLORIDA

Lane Lychard, Chairman

ATTEST:

MARY M. JOHNSON

Clerk of the Circuit Court

Approvatias io form:

Santa Rosa County Attorney