

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

CHAMBER RULES

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

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

AGENDA

Board of County Commissioners

Regular Meeting – January 21, 2016 – 5:30 p.m.

Ernie Lee Magaha Government Building – First Floor

1. Call to Order.

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

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

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

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

5. Commissioners' Forum.

6. Proclamations.

Recommendation: That the Board take the following action:

A. Adopt the Proclamation proclaiming January 30, 2016 to be "Pensacola Alumnae Chapter Delta Sigma Theta Sorority, Inc., Founders Day Celebration: 103 Years and Counting";

B. Adopt the Proclamation congratulating the Governmental Prayer Breakfast Committee on its 40th Anniversary of recognizing elected/appointed officials that serve Government and God in our community;

C. Ratify the Proclamation dated January 5, 2016, commending Pensacola Police Chief David Alexander, III, for his achievements and outstanding service to the community and congratulating him on his selection as Grand Marshal for the 2016 Martin Luther King, Jr., Day Parade; and

D. Ratify the Proclamation dated January 13, 2016, encouraging all citizens to reflect on the great sacrifices and accomplishments of Dr. Martin Luther King, Jr., as we embrace the theme of this year's celebration - "Protect the Dream - Serve the Community."

7. Retirement Proclamations.

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

A. Adopt the Proclamation commending and congratulating William "Bill" Brady, Waste Services Department, on his retirement after 33 years of dedicated service;

B. Ratify the Proclamation dated November 3, 2015, commending and congratulating Paula Jean Langford, Corrections Department, on her retirement after 25 years of dedicated service;

C. Ratify the Proclamation dated December 10, 2015, commending and congratulating Kevin M. Pass, Facilities Management Department, on his retirement after 36 years of dedicated service; and

D. Ratify the Proclamation dated December 17, 2015, commending and congratulating Melanie S. Allison, Facilities Management Department, on her retirement after 13 years of dedicated service.



8. Did the Clerk's Office receive the proofs of publication for the Public Hearing(s) on the agenda and the Board's Weekly Meeting Schedule?

Recommendation: That the Board waive the reading of the legal advertisement(s) and accept, for filing with the Board's Minutes, the certified affidavit(s) establishing proof of publication for the Public Hearing(s) on the agenda, and the Board of County Commissioners – Escambia County, Florida, Meeting Schedule.

9. 5:31 p.m. Public Hearing for consideration of adopting an Ordinance creating the Baybrook Subdivision Street Lighting MSBU.

Recommendation: That the Board adopt, and authorize the Chairman to sign, the Ordinance creating the Baybrook Subdivision Street Lighting Municipal Services Benefit Unit (MSBU), and all related documents, and make the following findings of fact:

A. Lots in the District are specially benefited since street lighting not only increases the market value of an individual Lot, but also increases safety in the District surrounding individual Lots and the ability of Lot owners to use their individual Lots after dark;

B. The benefit from improved street lighting varies according to the relative size of the affected Lots. Residential Lots benefit from improved street lighting uniformly because of the small variation in size throughout the District;

C. The non-ad valorem special assessments levied represent a fair and reasonable apportionment of the cost of the special benefit received by each Lot and do not represent a fair share of the cost of general governmental service provided to residents in the unincorporated areas of Escambia County; and

D. Lots which do not receive a special benefit have been and shall be excluded from the non-ad valorem special assessment for street lighting.

10. 5:33 p.m. Public Hearing for consideration of adopting a Resolution amending the Fiscal Year 2015-2016 Budget.

Recommendation: That the Board adopt the Resolution approving Supplemental Budget Amendment #033, in the amount of \$84,409,434, to recognize certain revenues and adjust fund balance estimates for the following funds: General Fund (001), Escambia County Restricted Fund (101), Economic Development Fund (102), Code Enforcement Fund (103), Mass Transit Fund (104), M&A State Fund (106), Tourist Promotion Fund (108), Other Grants & Projects Fund (110), Detention/Jail Commissary Fund (111), Library Fund (113), Misdemeanor Probation Fund (114), Article V Fund (115), Development Review Fees (116), Perdido Key Beach Mouse Fund (117), Law Enforcement Trust (121), Escambia Affordable Housing (124), Handicapped Parking Fund (130), Family Mediation Fund (131), Fire Protection Fund (143), E-911 Operations Fund (145), HUD-CDBG Housing Rehab (146), Community Redevelopment Fund (151), Southwest Sector CRA Fund (152), Bob Sikes Toll Bridge Fund (167), Transportation Trust Fund (175), MSBU Assessment Fund (177), Master Drainage Basin Fund (181), FTA Capital Projects Fund (320), New Road Construction Fund (333), Local Option Sales Tax III Fund (352), Solid Waste Fund (401), Building Inspections Fund (406), EMS Fund (408), Civic Center Fund (409), and the Internal Service Fund (501), and to appropriate these funds accordingly.

11. 5:34 p.m. Public Hearing to consider adopting an Ordinance creating Volume 1, Chapter 46, Article II, Section 46-112, relating to participation of minority and women business enterprises.

Recommendation: That the Board adopt an Ordinance creating Volume I, Chapter 46, Article II, Section 46-112, relating to participation of minority and women business enterprises.

12. 5:35 p.m. Public Hearing to consider adopting an Ordinance amending Volume 1, Chapter 46, Article II, Section 46-110, relating to local preference in bidding.

Recommendation: That the Board adopt an Ordinance amending Volume I, Chapter 46, Article II, Section 46-110, relating to local preference in bidding.

13. Reports:

## **CLERK & COMPTROLLER'S REPORT**

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

### **I. Consent Agenda**

1. Recommendation Concerning Acceptance of the November 30, 2015 Investment Report

That the Board accept, for filing with the Board's Minutes, the Investment Portfolio Summary Report for the month ended November 30, 2015, as required by Ordinance Number 95-13; on November 30, 2015, the portfolio market value was \$233,649,534 and portfolio earnings totaled \$143,094 for the month; the short-term portfolio yield was 0.20%, which should be compared to the S&P Government Index Pool Index 30 Day benchmark of 0.16%; the enhanced cash portfolio achieved a yield of 0.59%, which should be compared to the Merrill Lynch 1 Year Treasury Index of 0.65%; the long-term CORE portfolio achieved a yield of 1.25%, which should be compared to the Merrill Lynch 1-5 Year Treasury Index benchmark of 1.15%.

2. Recommendation Concerning Acceptance of TDT Collection Data for the November 2015 Returns received in December 2015

That the Board accept, for filing with the Board's Minutes, the Tourist Development Tax (TDT) Collections Data for the November 2015 returns received in the month of December 2015, as prepared by the Finance Department of the Clerk and Comptroller's Office; this is the third month of collections for the Fiscal Year 2016; total collections for the month of November 2015 returns was \$407,658.66; this is a 7.56% increase over the November 2014 returns; total collections year-to-date are 15.58% more than the comparable time frame in Fiscal Year 2015.

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

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

A. Appeal of the December 2, 2015, decision of the Escambia County Contractor Competency Board, relating to Sowell Roofing Company, Inc., filed by Cynthia Trimble on December 21, 2015;

B. The *Escambia County, Florida, Law Library Board, Annual Audit Report, September 30, 2015*, as provided by Kristen McAllister, CPA, CGFM, CAM, Senior Manager - Audit Department, Warren Averett CPAs and Advisors; and

C. The *Pensacola-Escambia County Promotion and Development Commission, Pensacola, Florida, Financial Statements, September 30, 2015*, as provided by Libby Brown, Administrative Assistant, FloridaWest Economic Development Alliance.

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

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

A. Accept, for filing with the Board's Minutes, the Report of the Agenda Work Session held January 7, 2016;

B. Approve the Minutes of the Regular Board Meeting held January 7, 2016; and

C. Accept, for filing with the Board's Minutes, the Report of the Committee of the Whole Workshop held December 17, 2015.

## **GROWTH MANAGEMENT REPORT**

### I. Public Hearing

1. 5:45 p.m. - A Public Hearing Concerning the Review of an LDC Ordinance Amending Chapter 4, Article 2, Floodplain Ordinance

That the Board of County Commissioners (BCC) review and adopt an Ordinance to the Land Development Code (LDC) replacing Chapter 4, Article 2, Floodplain Management, in its entirety.

At the January 5, 2016, Planning Board Meeting, the Board recommended approval.

2. 5:46 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending the Florida Building Code and Chapter 14, Art. IV, Sections 14-171 through 14-174 and Building Regulations

That the Board review and recommend to the Board of County Commissioners for adoption, an Ordinance amending the Florida Building Code, as follows:

**AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS AMENDING THE ESCAMBIA COUNTY CODE OF ORDINANCES PART I, CHAPTER 14, ART. IV, SECTIONS 14-171 THROUGH 14-174 BUILDINGS AND BUILDING REGULATIONS; TO ADOPT LOCAL TECHNICAL AMENDMENTS TO THE FLORIDA BUILDING CODE SPECIFIC TO FLOODPLAIN ELEVATION; PROVIDING FOR APPLICABILITY; SEVERABILITY; AND AN EFFECTIVE DATE.**

3. 5:47 p.m. - A Public Hearing Concerning the Review of an Ordinance Adopting the 2015-2019 Annual Update to the Five-Year Schedule of Capital Improvements

That the Board review and adopt an Ordinance adopting the 2015-2019 update to the Five-Year Schedule of Capital Improvements for incorporation into Part II of the Escambia County Code of Ordinances, Escambia County Comprehensive Plan: 2030.

4. 5:48 p.m. - A Public Hearing Concerning the Approval of Amendments to the Development Agreement for Wildwood Estates

That the Board of County Commissioners (BCC) review and approve amendments to the Development Agreement for Wildwood Estates.

At the January 5, 2016, Planning Board Meeting, the Board recommended approval to the BCC.

II. Action Item

1. Recommendation Concerning Final Plat Home Depot Park, A Replat of Parcel "B" Permit PSD150300011

That the Board approve the recording of the Final Plat of Home Depot Park, A Replat of Parcel "B" (a 6.85 acre private 5 lot commercial subdivision), located in the Brent Community on North Davis Highway and lying north of Brent Lane, (State Road 296). Owned and developed by Home Depot U.S.A., Inc., ARCP WE Pensacola Fl, LLC, and RaceTrac Petroleum, Inc. Prior to recording, the County Engineer, Interim County Surveyor, Development Services Director and the Clerk of the Circuit Court must sign the Final Plat, as set forth in Section 2-5.2, of the Escambia County Land Development Code. Also, prior to recording the acting County Surveyor must sign the Final Plat as set forth in Chapter 177 Florida Statutes.

2. Recommendation Concerning Final Plat Hawthorne Grove Permit FP #140700011

That the Board take the following actions concerning the recording of the Final Plat of Hawthorne Grove (a 23.98 acres, 64 lot residential subdivision), located in the Beulah Community on Beulah Road, (County Road 99) and lying south of W. Nine Mile Road, (U.S. Alternate Hwy 90). Owned and developed by Hawthorne Grove Developers LLC. Prior to recording, the County Engineer, County Surveyor, Development Services Director and the Clerk of the Circuit Court must sign the Final Plat, as set forth in Section 2-5.2, of the Escambia County Land Development Code. Also, prior to recording the acting County Surveyor must sign the Final Plat as set forth in Chapter 177 Florida Statutes.

- A. Approve the Final Plat for recording;
- B. Approve the street names "John David Drive, Walter Franklin Road and Blake Evan Circle";
- C. Accept all public easements, drainage improvements within public/public parcels as depicted upon the final plat for permanent County maintenance, the cost of pond maintenance is to be funded through the establishment of a stormwater management MSBU ( Municipal Services Benefit Unit); and
- D. Authorize the Chairman or Vice-Chairman to execute a Two Year Warranty Agreement without Surety and an Avigation Easement.

## **COUNTY ADMINISTRATOR'S REPORT**

### I. Technical/Public Service Consent Agenda

1. Recommendation Concerning the Site Access Agreement to Conduct an Environmental Assessment on County-Owned Property located at 4901 Camp Road - Tonya Gant, Neighborhood & Human Services Department Director

That the Board take the following action concerning the Site Access Agreement to conduct an Environmental Assessment on County-owned property located at 4901 Camp Road, Century, Florida, 32535:

A. Approve the Site Access Agreement to allow the State of Florida, Department of Environmental Protection to conduct an Environmental Assessment on County-owned property located at 4901 Camp Road, Century, Florida; and

B. Authorize the Chairman to sign all documents related to the project.

[There will be no budgetary impact]

2. Recommendation Concerning the Site Access Agreement to Conduct an Environmental Assessment on County-Owned Property Located at 12950 Gulf Beach Highway - Tonya Gant, Neighborhood & Human Services Department Director

That the Board take the following action concerning the Site Access Agreement to conduct an Environmental Assessment on County-owned property located at 12950 Gulf Beach Highway, Pensacola, Florida, 32507:

A. Approve the Site Access Agreement to allow the State of Florida, Department of Environmental Protection to conduct an Environmental Assessment on County-owned property located at 12950 Gulf Beach Highway, Pensacola, Florida; and

B. Authorize the Chairman to sign all documents related to the project.

[There will be no budgetary impact]



3. Recommendation Concerning Community Redevelopment Agency Meeting Minutes, November 17, 2015 - Tonya Gant, Neighborhood & Human Services Department Director

That the Board accept for filing with the Board's Minutes, the November 17, 2015, Community Redevelopment Agency's (CRA) Meeting Minutes, prepared by Melanie Johnson, CRA Administrative Assistant.

4. Recommendation Concerning the Scheduling of a Public Hearing Regarding an Ordinance Relating to Toll Enforcement for the Bob Sikes Bridge Toll Plaza - Joy D. Blackmon, P.E., Public Works Department Director

That the Board authorize the scheduling of a Public Hearing for February 2, 2016, at 9:01 a.m., for the purpose of receiving comments concerning an Ordinance relating to toll enforcement for the Bob Sikes Bridge Toll Plaza.

5. Recommendation Concerning a Resolution Authorizing the Florida Department of Transportation to Detour Traffic From a State Road to a County Road Pursuant to Completion of the State Road 95 Widening Project - Joy D. Blackmon, P.E., Public Works Department Director

That the Board adopt and authorize the Chairman to sign the Resolution Authorizing the Florida Department of Transportation (FDOT) to Detour Traffic from a State Road to a County Road Pursuant to Completion of the SR 95 Widening Project, in order to utilize County roadways due to a temporary road closure on Nine Mile Road to allow for the widening of the bridge, which is part of the State Road (SR) 95 (Highway 29) widening project from SR 8 (Interstate 10) to 0.5 miles north of SR 10 (US 90A/Nine Mile Road) in conjunction with FPID Number 218603-1-52-01.

6. Recommendation Concerning the Scheduling of an Appeal Hearing of a Decision by the Contractor Competency Board on December 2, 2015 - Donald R. Mayo, CBO, Building Services Department Director

That the Board approve the scheduling of an Appeal Hearing for February 18, 2016, at 5:31 p.m., to review the Petition for Review of the Contractor Competency Board Decision (made at its December 2, 2015, meeting), as filed by Cynthia Trimble, Petitioner, in the Complaint No.: COM150800025 - Escambia County Contractor Competency Board vs. Timothy Sowell d/b/a Sowell Roofing Company, Inc.

7. Recommendation Concerning Revision of Community Center License and Management Agreements for County-Owned Facilities - Michael Rhodes, Parks and Recreation Department Director

That the Board approve the proposed revisions to the Community Center License and Management Agreements for County-Owned Community Center Facilities between Escambia County and volunteer not-for-profit organizations.

The revised Agreement will apply to any future Contracts between Escambia County and not-for-profit organizations and supersede existing Agreements between the County and the following organizations currently managing Escambia County Community Centers:

	Facility	Organization
1	Barrineau Park Community Center & Historical Society	Barrineau Park Historical Society, Inc.
2	Beulah Senior Citizen Center	Beulah Senior Citizens Center, Inc.
3	Ebonwood Community Center	Ebonwood Homeowner & Neighborhood Watch Community, Inc.
4	Englewood Community Center	Boys & Girls Club of the Emerald Coast, Inc.
5	Felix Miga Senior Citizen Center	West Escambia Senior Citizens Organization, Inc.
6	Lexington Terrace Community Center	Collaboration of Community Organizations, Inc.
7	Marie Ella Davis Community Center	Warrington Community Homeowners Association & Neighborhood Watch, Inc.
8	Marie K. Young/Wedgewood Community Center & Park	Wedgewood Community Center Group, Inc.
9	Mayfair Community Center	Mayfair/Oakcrest Neighborhood Watch Association, Inc.
10	Molino Community Center & Historical Museum	Molino Mid-County Historical Society, Inc.
11	Oak Grove Community Center	Oak Grove Community Center, Inc.
12	Quintette Community Center	Quintette Community Park Association, Inc.
13	Walnut Hill Community Center & Ruritan Club	Walnut Hill Ruritan Club, Inc.

8. Recommendation Concerning the Donation of Soil from Navy Federal Credit Union Phase 2 Expansion - Patrick T. Johnson, Waste Services Department Director

That the Board accept the donation of a volume of soil (to be determined), to include the excavation and transportation of donated soil, from the Navy Federal Credit Union (NFCU) Phase 2 Expansion, to be beneficially used at the County's discretion.

9. Recommendation Concerning a Commissioner Appointment to the Council on Aging - Jack R. Brown, County Administrator

That the Board confirm and acknowledge, for the Board's Official Record, the appointment of Commissioner Lumon May to the Council on Aging by the Council on Aging Board of Directors at their December 15, 2015, Annual Board Meeting. Commissioner May's new two-year term is effective December 2015 to December 2017.

## II. Budget/Finance Consent Agenda

1. Recommendation Concerning the Escambia County 2015 Voluntary Cleanup Tax Credit Application for County-Owned Property at 603 West Romana Street - Tonya Gant, Neighborhood & Human Services Department Director

That the Board take the following action regarding the Escambia County 2015 Voluntary Cleanup Tax Credit Application and Affidavit for County-Owned Property at 603 West Romana Street:

A. Approve the Application to the Florida Department of Environmental Protection Agency (FDEP) for the Escambia County 2015 Voluntary Cleanup Tax Credit (VCTC) Application and Affidavit for County-owned property at 603 West Romana Street; and

B. Authorize the Chairman to sign the Application and all related documents.

[Funding Source: In the event of monetary gain, funds will be deposited in Fund 129, CDBG HUD Entitlement, Brownfields]

2. Recommendation Concerning the Neighborhood Renewal Initiative Mini-Grant Agreement - Tonya Gant, Neighborhood & Human Services Department Director

That the Board take the following action concerning the Community Development Block Grant (CDBG) funded Neighborhood Renewal Initiative Mini-Grant Agreement:

A. Approve the Neighborhood Renewal Initiative Mini-Grant Agreement between Escambia County and the Englewood Neighborhood Improvement Corporation, awarding a Neighborhood Renewal Initiative Grant, in the amount of \$500, for the Englewood Community Redevelopment Area; and

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

[Funding: Fund 129/2010 CDBG, Cost Center 370214]

3. Recommendation Concerning the Voluntary Cleanup Tax Credit Application for Mahogany Mill Boat Ramp Facility - Tonya Gant, Neighborhood & Human Services Department Director

That the Board that the following action concerning the Escambia County 2015 Voluntary Cleanup Tax Credit Application and Affidavit for the Mahogany Mill Boat Ramp Facility:

A. Approve the Application to the Florida Department of Environmental Protection (FDEP) for the Escambia County 2015 Voluntary Cleanup Tax Credit (VCTC) Application and Affidavit; and

B. Authorize the Chairman to sign the Application and all related documents.

[Funding Source: In the event of monetary gain, funds will be deposited in Fund 129, CDBG HUD Entitlement, Brownfields]

4. Recommendation Concerning Residential Rehab Grant Program Funding and Lien Agreements - Tonya Gant, Neighborhood & Human Services Department Director

That the Board ratify the following January 21, 2016, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA) concerning the Residential Rehab Grant Program Funding and Lien Agreements:

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

- 1 . The Agreements between Escambia County CRA and John K. Little and Mei Hung Chu, owners of residential property located at 205 Aster Street, Barrancas Redevelopment District, each in the amount of \$3,866, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 370116, Object Code 58301, for installation of new windows;
2. The Agreements between Escambia County CRA and Mary L. Broughton, owner of residential property located at 839 Lucerne Avenue, Palafox Redevelopment District, each in the amount of \$4,210, representing an in-kind match through the Palafox Tax Increment Financing (TIF), Fund 151, Cost Center 370115, Object Code 58301, to install a new roof;
3. The Agreements between Escambia County CRA and Paul C. & Sabine M. Barrett, owner of residential property located at 203 Edgewater Drive, Warrington Redevelopment District, each in the amount of \$4,345, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114 , Object Code 58301, to install new windows;
4. The Agreements between Escambia County CRA and Frances J. Walsh, owner of residential property located at 110 Jardine Road A & B, Warrington Redevelopment District, each in the amount of \$5,732, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, Object Code 58301, for electrical rewiring and installation of a central heating and air conditioning system;
5. The Agreements between Escambia County CRA and Tonja L. Holland, owner of residential property located at 923 Fremont Avenue, Palafox Redevelopment District, each in the amount of \$1,050, representing an in-kind match through the Palafox Tax Increment Financing (TIF), Fund, Cost Center 370115, Object Code 58301, install a new roof; and

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

5. Recommendation Concerning the Cancellation of 10 Residential Rehab Grant Program Liens - Tonya Gant, Neighborhood & Human Services Department Director

That the Board ratify the following January 21, 2016, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the cancellation of 10 Residential Rehab Grant Program Liens:

A. Approving the following cancellation of 10 Residential Rehab Grant Program Liens, as the Grant recipients have met their Grant requirements:

<b>Property Owner</b>	<b>Address</b>	<b>Amount</b>
William & Milda Allen	2319 West Desoto Street	\$4,020
Maggie M. Buchanan	1220 El Paso Circle	\$5,729
Cecil & Marita R. Ellis	2312 North "G" Street	\$4,559
Evan L. Jr. & Sheila J. Feltner	5 Audusson Avenue	\$2,668
David W. Fichter	9 Brandywine Road	\$2,940
C. Patrick Granat	402 SE Syrcle Drive	\$1,697
Christopher Hall	420 South 1st Street	\$4,237
John A. Phillips	25 Audusson Avenue	\$1,700
Grace Watts	1221 El Paso Circle	\$2,525
Lilia Oakey Whitehouse	1306 Wilson Avenue	\$1,245

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



6. Recommendation Concerning the Issuance of Purchase Orders in Excess of \$50,000 for the Neighborhood & Human Services Department for Fiscal Year 2015/2016 - Tonya Gant, Neighborhood & Human Services Department Director

That the Board approve the issuance of an individual Purchase Order in excess of \$50,000, based upon previously awarded Contracts, Contractual Agreements, or annual requirements, for the Neighborhood & Human Services Department, for Fiscal Year 2015/2016, as follows:

<u>Vendor</u>	<u>Amount</u>	<u>Contract Number</u>
Blue Arbor, Inc	\$65,280	PD 14-15.041
Vendor Number: 023818		
Temporary Employment Services		
Funding: Fund 001, (General)		
Cost Center(s): 370106 (Community Centers)		

[Funding Source: Funding is available in the specified Cost Center(s) for each Purchase Order(s)]

7. Recommendation Concerning a Contract for Uniform Rental Services Agreement - Claudia Simmons, Office of Purchasing, Purchasing Manager

That the Board award Contract PD 15-16-012, Uniform Rental Services Contract, to G & K Services, Co., in the estimated annual amount of \$46,500, for a term of 36 months with two options for 12-month extensions, and approve the Agreement for Uniform Rental Services (PD 15-16.012) between Escambia County, Florida, and G & K Services, Co.

The Office of Purchasing advertised the Solicitation on November 16, 2015. Six vendors were notified on November 16, 2015. Four bids were received and accepted on December 1, 2015. G & K Services, Co., was the lowest responsive bidder and was approved for recommendation by the Facilities Management Department.

[Funding: Fund 001, General Fund, Cost Center 310203, Object Code 54401 Facilities Management Department; Fund 001, General Fund, Cost Centers 230301, 230304, 230306, 230307, & 230314, Object Code 54401, Solid Waste Services; Fund 401, Solid Waste Fund, Cost Center 210402, Object Code 54401, Roads & Fleet Departments; Fund 001, General Fund, Cost Center 250202, Object Codes 54401 & 55201, Animal Services; and Fund 001, General Fund, Cost Center 220701, Object Code 54401, Mosquito Control]

8. Recommendation Concerning the Contract for Grounds Keeping for West Florida Libraries Maintenance Agreement - Claudia Simmons, Office of Purchasing, Purchasing Manager

That the Board award Contract PD 15-16.018, Grounds Keeping for West Florida Libraries Maintenance Agreement, to Gulf Coast Environmental Contractors, Inc., and approve the Agreement for the Grounds Keeping for West Florida Libraries Maintenance Agreement, PD 15-16.018, between Escambia County, Florida, and Gulf Coast Environmental Contractors, Inc., in the amount of \$11,490 annually, for a term of 36 months with two 12-month options to extend.

The Office of Purchasing advertised the Solicitation on December 16, 2015. Fifty vendors were notified that specialize in Grounds Keeping Maintenance and landscaping Services. Eight licensed grounds maintenance and landscaping service companies submitted bids, and one bid was received and accepted on January 5, 2016, from Gulf Coast Environmental Contractors, Inc., which was the most reasonable and responsive bidder.

[Funding: Fund 113, Library Fund, Cost Center 110502, Object Code 53401 Other Contractual Services]

9. Recommendation Concerning the Contract Award for C.R. 297-A at Pine Cone Drive Signal Installation - Claudia Simmons, Office of Purchasing, Purchasing Manager

That the Board approve and authorize the County Administrator to sign the Agreement between Escambia County, Florida, and Ingram Signalization, Inc., per the terms and conditions of PD 15-16.001, C.R. 297-A at Pine Cone Drive Signal Installation for the amount of \$167,705.50.

[Funding: Fund 352, LOST III, Cost Center 210107, Object Code 56301, Project Number 14EN2845]

10. Recommendation Concerning Real Estate Appraisal Services - Claudia Simmons, Office of Purchasing, Purchasing Manager

That the Board award Contract PD 15-16.002, "Real Estate Appraisal Services," to the following firms, approve the Agreement for Real Estate Appraisal Services PD 15-16.002, between Escambia County and the following Real Estate Appraisal firms, for a term of 12 months, and authorize the issuance of Purchase Orders based on the award to the lowest cost provider at the time of quotation of the appraisal service as needed by the County during the term of the Agreement:

- A. Asmar Appraisal Company, Inc.;
- B. Brantley & Associates Real Estate Appraisal Corp.;
- C. G. Daniel Green and Associates, Inc.;
- D. Fruittcher-Lowery Appraisal Group, Inc.;
- E. Presley-McKenney & Associates, Inc.; and
- F. Sherrill and Stanton, LLC.

11. Recommendation Concerning the Purchase of Library Materials - Claudia Simmons, Purchasing Manager, Office of Purchasing

That the Board authorize the utilization of the Florida Department of Management Services State Contract for Library Materials #715-001-07-1, for the purchase of materials for the West Florida Public Libraries from the following vendors at the estimated annual amounts detailed below:

Brodart Company	\$145,000
Midwest Tape, LLC	\$65,000
The Gale Group d/b/a Thomson Gale	\$10,000
Quality Books, Inc.	\$5,000

[Funding: Fund 113, Library Fund, Cost Center 110501, Object Code 56601]

12. Recommendation Concerning the Purchase of Life Pak Equipment for the Public Safety Department - Claudia Simmons, Purchasing Manager, Office of Purchasing

That the Board authorize the issuance of Purchase Orders in excess of \$50,000 to Henry Schein, Inc., for PD 14-15.085, for Life Pak Equipment and parts required by the Public Safety Department.

[Fund: Fund 408, EMS Operations, Cost Center 330302, Object Code, 55201]

13. Recommendation Concerning Livestock Collection and Boarding - Claudia Simmons, Purchasing Manager, Office of Purchasing

That the Board take the following action regarding PD 15-16.016, Livestock Collection and Boarding Contract:

A. Award Contract PD 15-16.016, Livestock Collection and Boarding Contract, to Josh Weekley and approve and the Agreement for Livestock Collection and Boarding Services between Escambia County and Josh Weekley, for a term of 12 months with two options for 12-month extensions, for an estimated annual amount of \$25,000;

B. Approve the Lease Agreement for Livestock Collection Truck between Escambia County and Josh Weekley for the lease of a 2012 Chevrolet 3500 Truck, VIN 1GC4KZCG5CF231471, for a fee of \$1 per year for the term of the Agreement for Livestock Collection and Boarding Services, PD 15-16.016; and

C. Authorize the County Administrator to sign the Agreements.

[Funding: Fund 101, Animal Control Fund, Cost Center 250207, Object Code 53401]

14. Recommendation Concerning a Change Order in Excess of \$50,000 to the Santa Rosa County Sheriff's Office for Housing of Inmates from the Escambia County Jail - Chip Simmons, Assistant County Administrator

That the Board approve and authorize the County Administrator to execute the following Change Order 3, in excess of \$50,000, adding funds for inmate housing in Santa Rosa County for Escambia County Jail Inmates:

Department:	Corrections
Division:	Escambia County Jail
Type:	Addition
Amount:	\$1,708,730
Vendor:	Santa Rosa County Sheriff's Office
Purchase Order:	141347
Change Order:	3
Original Award Amount:	\$2,828,750
Cumulative Amount of Change Orders Through This Change Order:	\$1,708,730
New Purchase Order Total:	\$4,537,480

[Funding Source: Fund 501, Internal Service Fund, Cost Center 140836, Object Code 53401]

15. Recommendation Concerning the Grant Agreement for the Ex-Oriskany PCB Artificial Reef Monitoring Project with the Florida Fish and Wildlife Conservation Commission - J. Taylor "Chips" Kirschenfeld, Interim Director, Department of Natural Resources Management

That the Board take the following action concerning the Grant Agreement for the Ex-Oriskany PCB Artificial Reef Monitoring Project between the State of Florida, Florida Fish and Wildlife Conservation Commission (FWC) and Escambia County:

A. Approve the Grant Agreement, FWC Agreement No. 15104, between FWC and Escambia County for the Ex-Oriskany PCB Artificial Reef Monitoring Project, in the amount not to exceed \$45,000, from the date of execution through December 31, 2017; and

B. Authorize the Chairman to sign the Agreement and any subsequent documents related to acceptance, execution, reporting, no-cost time extensions and amendments to this Agreement, subject to Legal review and approval, without further action of the Board.

The County Attorney's Office has requested that the Board be made aware of the following language:

\* Paragraph 34, SEVERABILITY, CHOICE OF LAW, AND CHOICE OF VENUE, (page 15 of 18), last sentence, "Any action in connection herewith, in law or equity, shall be brought in Leon County, Florida, to the exclusion of all other lawful venues."

\* Paragraph 36, JURY TRIAL WAIVER, (page 15 of 18), "As part of the consideration of this Agreement, the Parties hereby waive trial by jury in any action or proceeding brought by any Party against any other Party pertaining to any matter whatsoever arising out of or in any way connected with this Agreement or with the products or services provided under this Agreement, including but not limited to any claim by the Grantee of *quantum meruit*."

[Funding Source: Fund 110, Other Grants and Projects Fund, Cost Center 220338, Oriskany PCB Monitoring. No matching funds are required]

16. Recommendation Concerning a Grant Agreement for the Escambia County, Perdido Bay Public Boat Launching Facility, Under the Florida Boating Improvement Program, with the Florida Fish and Wildlife Conservation Commission - J. Taylor "Chips" Kirschenfeld, Interim Director, Department of Natural Resources Management

That the Board take the following action concerning a Grant Agreement for the Perdido Bay Public Boat Launching Facility, under the Florida Boating Improvement Program, with the Florida Fish and Wildlife Conservation Commission (FWC):

A. Approve the Grant Agreement between the State of Florida (FWC) and Escambia County, FWC Agreement No. 14097, for the Perdido Bay Public Boat Launching Facility, under the Florida Boating Improvement Program, in the amount not to exceed \$150,000, from the date of execution through December 31, 2036; and

B. Authorize the Chairman to sign the Agreement and any subsequent documents related to the acceptance, execution, reporting, and no-cost time extensions to implement the Agreement without further Board action.

Note: The County Attorney's Office has requested that the Board be made aware of the following language:

\* Paragraph 34, SEVERABILITY, CHOICE OF LAW, AND CHOICE OF VENUE, (page 17 of 20), last sentence, "Any action in connection herewith, in law or equity, shall be brought in Leon County, Florida, to the exclusion of all other lawful venues."

\* Paragraph 36, JURY TRIAL WAIVER, (page 18 of 20), "As part of the consideration of this Agreement, the Parties hereby waive trial by jury in any action or proceeding brought by any Party against any other Party pertaining to any matter whatsoever arising out of or in any way connected with this Agreement or with the products or services provided under this Agreement, including but not limited to any claim by the Grantee of *quantum meruit*."

Additional Note: At its meeting on March 6, 2014 (CAR II-3), the Board approved applying for a Florida Boating Improvement Program (FBIP) Grant for the design, engineering, and permitting of a new public boat ramp on Perdido Bay, located in the 10800 Block of Lillian Highway.

[Grant: Fund 110, Other Grants and Projects, Cost Center to be determined at time of Supplemental Budget Amendment. Maximum reimbursement of 71% not to exceed \$150,000. Match: Fund 110, Other Grants and Projects, Cost Center 220807, Vessel Registration Fees. Required Match of 29% is \$61,267.61]

17. Recommendation Concerning Supplemental Budget Amendment #052 -  
Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #052, Other Grants and Projects Fund (110) in the amount of \$33,316, to recognize an adjustment to the Supplemental Nutrition Assistance Program Grant (SNAP) and to appropriate the additional funds for this Grant. Participants in this program gain skills, training, and/or work experience that will increase their ability to move directly into employment.

18. Recommendation Concerning Supplemental Budget Amendment #053 -  
Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #053, Internal Service Fund (501) in the amount of \$200,000, to recognize proceeds from Florida Blue, and to appropriate these funds for employee wellness and health related activities.

19. Recommendation Concerning Supplemental Budget Amendment  
#054 - Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #054, Other Grants and Projects Fund (110), in the amount of \$6,500, to recognize proceeds from a State of Florida, Division of Emergency Management (FDEM) Federal Fiscal Year 2015 Sub-grant Agreement, and to appropriate these funds for the Community Emergency Response Team (CERT) Program.

20. Recommendation Concerning Supplemental Budget Amendment #055  
- Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #055, Other Grants and Projects Fund (110), in the amount of \$6,500, to recognize proceeds from a State of Florida, Division of Emergency Management (FDEM) Grant Agreement, and to appropriate these funds for Public Safety activities related to the Citizen Corps Program.



21. Recommendation Concerning the Southern Light, LLC, Telecommunications License Agreement and Scope Of Work for the Escambia County Library Century - Shawn Fletcher, Information Technology Department Director

That the Board take the following action concerning the Southern Light, LLC, Telecommunications License Agreement and Scope of Work for the Escambia County Library Century:

A. Approve the Telecommunications License Agreement and Scope of Work with Southern Light, LLC, for the Escambia County Library Century. This will provide a high speed fiber data connection between the Escambia County Library Century and the Main Library Branch with a monthly fee of \$762; and

B. Authorize the County Administrator to sign the Southern Light, LLC, Telecommunications License Agreement and Scope of Work.

[Funding Source: Funds are available in the current Budget, Library Fund (113), Cost Center 110503]

22. Recommendation Concerning the State of Florida Department of Transportation Grant Application for USC Section 5311 Program Grant - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the State of Florida Department of Transportation (FDOT) Grant Application for USC Section 5311 Funding (Federal Transit Administration [FTA] non-urbanized area funding), to be used by Escambia County Area Transit (ECAT) and the paratransit provider for non-urbanized areas of Escambia County, including operation of the fixed route to Century:

A. Adopt the Resolution authorizing Escambia County to apply for and accept certain Grant awards made by FDOT and by the FTA Act of 1964; and

B. Authorize the Chairman to execute the Resolution and all other required documents pertaining to acceptance and expenditure of Grant funds, including notification of funding and electronic document filing, pending Legal approval, without further action of the Board.

[Funding: These funds will be included in the ECAT Fiscal Year 2016/2017 Budget]

23. Recommendation Concerning Reallocation of Capital Improvement Program Funds - Joy D. Blackmon, P.E., Public Works Department Director

That the Board approve the reallocation of funds from the Capital Improvement Program, totaling \$818,000, from the Congestion Improvement Program to the following projects:

District	Project Name	Cost
1	Doug Ford Drive Turn Lane Installation	\$200,000
5	Highway 95A / Old Chemstrand Signal Installation	\$300,000
3	Detroit Boulevard Safety Upgrades	\$318,000

[Funding Source: Fund 352, Local Option Sales Tax III, Account 210107]

24. Recommendation Concerning the Acceptance of a Drainage Easement for the Crescent Lake Dam Outfall Project - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning acceptance of the donation of a drainage easement located at 2295 West Michigan Avenue for Crescent Lake Dam Outfall improvements:

A. Accept the donation of a drainage easement from Sovran Acquisition Limited Partnership, located at 2295 West Michigan Avenue, for outfall improvements;

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

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

D. Authorize staff to prepare, and the Chairman or Vice Chairman to accept the Easement, subject to Legal review and sign-off, as of the day of delivery of the 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]

25. Recommendation Concerning Funding the County's Portion of the Design for the Widening of State Road 173 (Blue Angel Parkway) from State Road 292 (Sorrento Road) to State Road 30 (US 98) - Joy D. Blackmon, P.E., Public Works Department Director

That the Board authorize utilizing Fund 152, "Southwest Sector", Cost Center 110269, Object Code 56301, in the amount of \$213,614, to fund Escambia County's portion of the design for the widening of State Road 173 (Blue Angel Parkway) from State Road 292 (Sorrento Road) to State Road 30 (US 98).

26. Recommendation Concerning the Issuance of a Purchase Order to Roads, Inc., of NWF, for the Massachusetts Avenue Drainage and Sidewalk Project - Joy D. Blackmon, P.E., Public Works Department Director

That the Board authorize the issuance of a Purchase Order to Roads, Inc., of NWF, in the amount of \$327,181.26, on Contract PD 14-15.064, "General Paving and Drainage Agreement," for the Massachusetts Avenue Drainage and Sidewalk Project.

[Funding Source: Fund 151, "Community Redevelopment", Cost Center 370115, Community Redevelopment Agency (CRA) Palafox, Object Code 56301 - \$72,000; Fund 352 "LOST III", Cost Center 210107, Object Code 56301, Project #13EN2413 - \$255,181.26]

27. Recommendation Concerning the Contract between Workforce Escarosa, Inc., d/b/a/ CareerSource Escarosa and the Escambia County Board of County Commissioners Supplemental Nutrition Assistance Program - Tonya Gant, Neighborhood & Human Services Department Director

That the Board take the following action concerning the CareerSource Escarosa 2016 Supplemental Nutrition Assistance Program Contract:

A. Approve and authorize the Chairman to sign, subject to Legal review and sign-off, the Contract between Workforce Escarosa, Inc., d/b/a CareerSource Escarosa and the Escambia County Board of County Commissioners Supplemental Nutrition Assistance Program beginning January 1, 2016, and continuing through midnight June 30, 2016, regardless of the date of execution by and between CareerSource Escarosa and the Board of County Commissioners; and

B. Approve the hiring of two additional positions, Job Development Counselors, to the one already established position, for a total of three positions for the operations of this program Contract.

[Funding Source: Fund 110, Other Grants and Projects - no local match required]

28. Recommendation Concerning the Amendment to the Interlocal Agreement between Escambia County, Florida, and the Santa Rosa Island Authority (SRIA) Relating to the Construction of the County Road 399 Traffic Calming at Portofino on Pensacola Beach - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the State of Florida, County of Escambia, Amendment to the Interlocal Agreement between Escambia County, Florida, and the Santa Rosa Island Authority (SRIA) relating to the construction of the County Road (CR) 399 Traffic Calming at Portofino Condominiums on Pensacola Beach:

A. Approve, subject to legal review and sign-off, the State of Florida, County of Escambia, Amendment to the Interlocal Agreement between Escambia County, Florida and the SRIA, relating to the construction of a Traffic Calming Zone on CR 399 adjacent to the Portofino Condominiums on Pensacola Beach;

B. Authorize the Chairman to sign the Amendment to the Interlocal Agreement, subject to legal review and sign-off; and

C. Upon approval of the Amendment to the Interlocal Agreement with the Santa Rosa Island Authority (SRIA), adopt the Resolution approving Supplemental Budget Amendment #061, Local Option Sales Tax Fund (352) in the amount of \$400,000, to recognize an additional contribution from the SRIA, and to appropriate these funds to be used for the CR 399 Traffic Calming Zone at Portofino on Pensacola Beach.

[Funding source: The Portofino Island Improvement Funds (PIIF), in the amount of \$400,000 will be deposited into the Fund 352 "LOST III", Cost Center 210119/56301, Project #16EN3424 (expenditure), Revenue Fund 352/337403, so that costs can be properly tracked]

### III. For Discussion

1. Recommendation Concerning the Acquisition of a Vacant Parcel of Real Property for the Southwest Greenway Project - Joy D. Blackmon, P.E., Public Works Department Director

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

A. The purchase of a vacant parcel of real property (approximately 17 acres), located on South Fairfield Drive, from Richard Pitman, for the Southwest Greenway Project, for the purchase price of \$50,000, which is above the appraised value of \$40,000, in accordance with the terms and conditions contained in the Contract for Sale and Purchase;

B. The Contract for Sale and Purchase for the acquisition of a vacant parcel of real property (approximately 17 acres) from Richard Pitman; and

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

[Funding Source: Fund 352, LOST III, Cost Center 220102, Project 08NE0028, Environmentally Sensitive Lands]

2. Recommendation Concerning Deferment of Community Development Block Grant Low Interest Loan for Lydia Darnes - Tonya Gant, Neighborhood & Human Services Department Director

That the Board either approve or deny the request from Lydia E. Darnes to defer her Community Development Block Grant (CDBG) low interest loan for three months.

3. Recommendation Concerning Request for Modification of HOME Investment Partnerships Program (HOME) Low Interest Loan from William and Helen Schofield - Tonya Gant, Neighborhood & Human Services Department Director

That the Board either approve or deny the request from William G. and Helen H. Schofield to modify their HOME Low Interest Loan from a 5-year loan to a 10-year loan.

4. Recommendation Concerning the Request for Funding from the Northview High School FFA for the Blue Jacket Jamboree - Steven Barry, District V Commissioner

That the Board consider and approve the request from the Northview High School FFA, for \$2,500 to be funded from the 4th Cent Tourist Development Tax, for the Blue Jacket Jamboree, and approve the Purchase Order for this purpose.

## **COUNTY ATTORNEY'S REPORT**

### I. For Action

1. Recommendation Concerning Memorandum of Agreement and Mutual Aid Agreement with the Poarch Band of Creek Indians relating to Fire Protection Services.

That the Board take the following action:

A. Approve the Memorandum of Agreement with the Poarch Band of Creek Indians relating to Fire Protection Services for Tribe property located on the 8100 block of Nokomis Road;

B. Approve the Mutual Aid Agreement relating to Fire Protection Services for Tribe property located on the 8100 block of Nokomis Road; and

C. Authorize the Chairman to execute the Memorandum of Agreement; and

D. Authorize the Fire Chief, on behalf of Escambia County, by and through the Fire Rescue Division of the Department of Public Safety, to execute the Mutual Aid Agreement.

2. Recommendation Concerning Summit Holdings Southeast Inc d/b/a Summit, as servicing agent for RetailFirst Insurance Company, as subrogee of Helen Gonzalez v. Escambia County, Case No. 2015 CA 000808, Escambia County Circuit Court.

A. That the Board approve a settlement payment of \$13,250.00 to Summit Holdings Southeast Inc. d/b/a Summit, as servicing agent for RetailFirst Insurance Company, as subrogee of Helen Gonzalez in Case No. 2015 CA 000808 in exchange for the execution of a general release and hold harmless agreement and a stipulation for dismissal with prejudice.

B. That the Board authorize the County Attorney's Office to execute a stipulation for dismissal once the general release is executed and delivered to the County Attorney's Office and settlement payment is made.

14. Items added to the agenda.

15. Announcements.

16. Adjournment.





## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

**AI-9605**

**Proclamations 6.**

#### **BCC Regular Meeting**

**Meeting Date:** 01/21/2016

**Issue:** Adoption of Proclamation

**From:** Jack Brown, County Administrator

**Organization:** County Administrator's Office

**CAO Approval:**

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#### **RECOMMENDATION:**

Proclamations.

Recommendation: That the Board take the following action:

A. Adopt the Proclamation proclaiming January 30, 2016 to be "Pensacola Alumnae Chapter Delta Sigma Theta Sorority, Inc., Founders Day Celebration: 103 Years and Counting";

B. Adopt the Proclamation congratulating the Governmental Prayer Breakfast Committee on its 40th Anniversary of recognizing elected/appointed officials that serve Government and God in our community;

C. Ratify the Proclamation dated January 5, 2016, commending Pensacola Police Chief David Alexander, III, for his achievements and outstanding service to the community and congratulating him on his selection as Grand Marshal for the 2016 Martin Luther King, Jr., Day Parade; and

D. Ratify the Proclamation dated January 13, 2016, encouraging all citizens to reflect on the great sacrifices and accomplishments of Dr. Martin Luther King, Jr., as we embrace the theme of this year's celebration - "Protect the Dream - Serve the Community."

#### **BACKGROUND:**

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 by the County Administration staff for BCC approval. Board approval is required by Board Policy Section I, A (6).

**BUDGETARY IMPACT:**

N/A

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

**IMPLEMENTATION/COORDINATION:**

N/A

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**Attachments**

Delta Sigma Proc

Prayer Breakfast proc

David Alexander proc

Dr Martin Luther King Jr proc

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## **PROCLAMATION**

**WHEREAS**, Delta Sigma Theta Sorority, Inc., was founded in 1913 by 22 visionary collegiate women at Howard University in Washington, D.C., who sought to use their collective strength to promote academic excellence and perform multifaceted community service; and

**WHEREAS**, Delta Sigma Theta Sorority's commitment to change and betterment was demonstrated during their participation in the Women's Suffrage March held on March 3, 1913, for equal and voting rights for women as the only African-American women's organization; and

**WHEREAS**, incorporated in 1930, Delta Sigma Theta Sorority is known throughout the State of Florida, the County of Escambia, the City of Pensacola, nationally and internationally, as a non-profit service sorority whose steadfast dedication to communities throughout the world has grown to over 1,000 chapters with nearly 250,000 college-educated, predominantly African-American women; and

**WHEREAS**, Delta Sigma Theta Sorority, Inc., provides community services under its Five Point Programmatic Thrust: **Economic Development, Educational Development, International Awareness and Involvement, Physical and Mental Health, and Political Awareness and Involvement**; and

**WHEREAS**, the Pensacola Alumnae Chapter of Delta Sigma Theta Sorority, Inc., seeks to ensure and continue important service initiatives for communities in Escambia County and surrounding areas with the goal of improving outreach, enriching families and individuals, and exerting a profound positive influence on those impacted; and

**WHEREAS**, the Pensacola Alumnae Chapter of Delta Sigma Theta Sorority, Inc., chartered in 1949, is currently involved with advocacy for educational, healthcare, and economic access.

**NOW, THEREFORE**, the Board of County Commissioners of Escambia County, Florida, hereby proclaims January 30, 2016, to be **"PENSACOLA ALUMNAE CHAPTER DELTA SIGMA THETA SORORITY, INC., FOUNDERS DAY CELEBRATION: 103 YEARS AND COUNTING."**

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

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Grover C. Robinson, IV, Chairman  
District Four

Wilson B. Robertson, Vice Chairman  
District One

Douglas Underhill, District Two

Lumon J. May, District Three

Steven Barry, District Five

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

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Deputy Clerk

Adopted: January 21, 2016

## **PROCLAMATION**

**WHEREAS**, 40 years ago a group of ministers from the Greater Cantonment-Ensley Ministerial Alliance (North Pensacola and Escambia County area) felt a need to encourage our elected and appointed leaders; and

**WHEREAS**, these ministers started an annual prayer breakfast and invited all of the officials to come; and

**WHEREAS**, they began giving an annual award called the "God in Government Award" recognizing an elected/appointed official that served well in government and served God in our community; and

**WHEREAS**, over the years the award recipients have represented male, female, ethnic, and church diversity; and

**WHEREAS**, a purpose statement was adopted which reads: **Transcending denominational and political affiliations, the singular purpose of the Annual Governmental Prayer Breakfast is to encourage moral and spiritual values in government;** and

**WHEREAS**, the Prayer Breakfast is now led by a diverse committee that believes this is a vision that needs to continue and is one great positive event in our community for our community leaders; and

**WHEREAS**, on January 30, 2016, the Governmental Prayer Breakfast will celebrate its 40th Anniversary.

**NOW, THEREFORE, BE IT PROCLAIMED**, that the Board of County Commissioners of Escambia County, Florida, extends its congratulations to the Governmental Prayer Breakfast Committee on its 40th Anniversary of recognizing elected/appointed officials that serve Government and God in our community.

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

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

*Wilson B. Robertson, District One  
Vice Chairman*

*Douglas Underhill, District Two*

*Lumon J. May, District Three*

*Steven Barry, District Five*

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

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*Deputy Clerk*

**Adopted:** January 21, 2016

## PROCLAMATION

**WHEREAS**, Pensacola Police Chief David Alexander, III, was born in Pensacola, graduated from Escambia High School in 1978, has a Bachelor of Science Degree in Criminal Justice, a Master's Degree in Human Resource Management from Troy State University, and is a December 2004 graduate of the FBI National Academy in Quantico, Virginia; and

**WHEREAS**, Chief Alexander was hired by the Pensacola Police Department as a cadet in 1983, was promoted to police officer in 1984, and worked until 1989 when he left and was rehired in 1991 as an officer. He then was promoted to Sergeant in November 1992, to Lieutenant in November 1998, to Captain in June 2002, and to Assistant Chief in September 2014; and

**WHEREAS**, Chief Alexander's previous assignments include Uniform Patrol; Field Training Officer; and Supervisor in Uniform Patrol, Administrative Technical Services, Neighborhood Services, and Criminal Investigations Divisions; and

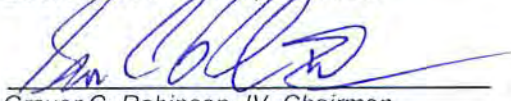
**WHEREAS**, when the City Council approved his appointment on July 16, 2015, Chief Alexander became the Pensacola Police Department's first African-American Chief of Police since the Department was formed in 1821; and

**WHEREAS**, Chief Alexander has received numerous awards and recognitions for his achievements and outstanding service to the community, including the 2015 NAACP Pensacola Branch Community Service Award; the 2014 National Movement for Civil and Human Rights, Inc., Achievement Award; and the 2011 Chief's Award from the Pensacola Police Department for Outstanding Service to the Community; and

**WHEREAS**, while working on behalf of this community, Chief Alexander has been involved with many organizations, including the International Association of Chiefs of Police, the Florida Police Chiefs Association, the National Organization of Black Law Enforcement Executives, and the Law Enforcement Leadership Institute on Juvenile Justice, to name just a few. He also enjoys mentoring, doing community outreach projects, playing sports, and participating in church activities.

**NOW, THEREFORE, BE IT PROCLAIMED**, that the Board of County Commissioners of Escambia County, Florida, commends Pensacola Police Chief David Alexander, III, for his achievements and outstanding service to the community and congratulates him on his selection as Grand Marshal for the 2016 Martin Luther King, Jr., Day Parade.

### BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA

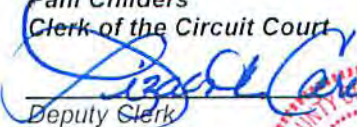
  
Grover C. Robinson, IV, Chairman  
District Four

Wilson B. Robertson, Vice Chairman  
District One

Douglas Underhill, District Two

Lumon J. May, District Three

Steven Barry, District Five

ATTEST: Pam Childers  
Clerk of the Circuit Court  
  
Deputy Clerk

Dated: January 5, 2016





## PROCLAMATION

**WHEREAS**, the Dr. Martin Luther King, Jr., Commemorative Celebration Commission, which was formerly established on September 23, 1987, is to be commended for its efforts in bringing about the observance of the Federal and State Holiday honoring Dr. Martin Luther King, Jr., on the third Monday of each January in the County of Escambia; and

**WHEREAS**, the County of Escambia hereby sanctions the goals of this Commemoration in Dr. King's honor; and

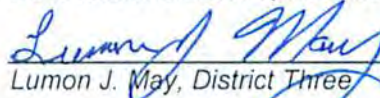
**WHEREAS**, his words and teachings of nonviolence and his beliefs that, "Man must evolve for all human conflict a method which rejects revenge, aggression, and retaliation. The foundation of such a method is love"; and

**WHEREAS**, this great American lived, served, and died for a better nation, and the County of Escambia supports his legacy as it leads us to strive for a better community and nation; and

**WHEREAS**, may his lexis that we be judged by the content of our character persevere.

**NOW, THEREFORE, BE IT PROCLAIMED**, that the Board of County Commissioners of Escambia County, Florida, encourages all citizens to reflect on the great sacrifices and accomplishments of Dr. Martin Luther King, Jr., as we embrace the theme of this year's celebration – "Protect the Dream - Serve the Community."

### BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA

  
Lumon J. May, District Three

Grover C. Robinson, IV, Chairman  
District Four

Wilson B. Robertson, Vice Chairman  
District One

Douglas Underhill, District Two

Steven Barry, District Five

ATTEST: Pam Childers  
Clerk of the Circuit Court

  
Deputy Clerk

Dated: January 13, 2016





## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

**AI-9662**

**Proclamations 7.**

#### **BCC Regular Meeting**

**Meeting Date:** 01/21/2016

**Issue:** Adoption/Ratification of Retirement Proclamations

**From:** Thomas Turner, Department Director

**Organization:** Human Resources

**CAO Approval:**

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#### **RECOMMENDATION:**

Retirement Proclamations.

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

A. Adopt the Proclamation commending and congratulating William "Bill" Brady, Waste Services Department, on his retirement after 33 years of dedicated service;

B. Ratify the Proclamation dated November 3, 2015, commending and congratulating Paula Jean Langford, Corrections Department, on her retirement after 25 years of dedicated service;

C. Ratify the Proclamation dated December 10, 2015, commending and congratulating Kevin M. Pass, Facilities Management Department, on his retirement after 36 years of dedicated service; and

D. Ratify the Proclamation dated December 17, 2015, commending and congratulating Melanie S. Allison, Facilities Management Department, on her retirement after 13 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

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**Attachments**

ret procs 012116

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## **PROCLAMATION**

**WHEREAS**, Mr. William "Bill" Brady worked as a County employee very faithfully for 33 years, retiring as a Landfill Operations Supervisor with the Waste Services Department; and

**WHEREAS**, he began his association with Escambia County on November 29, 1982 as an Equipment Operator I at the Road Department; and

**WHEREAS**, having shown exemplary ability in the performance of the job tasks assigned to him, William "Bill" Brady was promoted to the position of Equipment Operator II, on September 28, 1984; and

**WHEREAS**, on July 13, 1991, William "Bill" Brady transferred from the Road Department to the Waste Services Department, and upon continuing to show forth diligence, fortitude and exemplary performance, was promoted to the position of Equipment Operator III and, soon thereafter, to Equipment Operator IV; and

**WHEREAS**, he received numerous commendations, including, but not limited to: Employee of the Month, S.T.A.R. Award, Eagle Award, R.I.S.E. Award, SWANA ROAD-E-O Participation, and numerous certificates of appreciation and recognition of his "professional approach" in addressing problems, and the exhibiting of his "knowledge, skill, patience and desire to accomplish the job with pride"; and his "high standard of excellence" as shown forth in his demonstration of unselfish devotion in the accomplishment of the monumental tasks caused by Hurricane Ivan; and

**WHEREAS**, Mr. William "Bill" Brady continued the advancement of his knowledge in landfill management and operation by attending classes made available by the University of Florida in the areas of Landfill Operation and Waste Screening, Landfill Compliance Inspections, Wet Weather Operation, and Hazardous Material Control; and

**WHEREAS**, on September 30, 2011, Mr. William "Bill" Brady was promoted to the position of Landfill Operations Supervisor, where he daily provided leadership to those who worked under his supervision, and guidance in the day-to-day operations of the Perdido Landfill, located in Cantonment, Florida.

**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 Mr. William "Bill" Brady on his retirement.

**BE IT FURTHER PROCLAIMED** that the Board of County Commissioners of Escambia County expresses its appreciation to Mr. William "Bill" Brady for 33 years of faithful and dedicated service as an Escambia County employee.

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

Grover C. Robinson, IV, Chairman, District Four

Douglas Underhill, Vice Chairman, District Two

Wilson B. Robertson, District One

Lumon J. May, District Three

Steven Barry, District Five

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

Deputy Clerk

Adopted: January 21, 2016

## **PROCLAMATION**

**WHEREAS**, Paula Jean Langford has faithfully served Escambia County since October 12, 1990, where she first started working with the Escambia County School District as a Teacher's Aide.

**WHEREAS**, Mrs. Langford has been an invaluable member of the Corrections team since October 11, 1999, when she accepted a Detention Assistant position with the Corrections Department. Mrs. Langford has been a dedicated and loyal employee who took pride in her work and strived to do her best, no matter which various job duties she was assigned over the years.

**WHEREAS**, Mrs. Langford has been well-liked by her co-workers. Mrs. Langford has taken the initiative to assist her fellow co-workers in their time of need and has also been there to celebrate with them in their times of joy. Mrs. Langford looked forward to celebrating birthdays, retirements, births and any other special occasion that occurred. Mrs. Langford enjoyed sharing her wit and humor with everyone making her a joy to work with.

**WHEREAS**, Mrs. Langford should be commended for her professional and personal dedication and service to the Corrections Department. Mrs. Langford never wanted to let her co-workers down or cause her shift to be short-handed because of her absence.

**WHEREAS**, Mrs. Langford will be deeply missed by her co-workers. Mrs. Langford made many lasting friendships throughout her years of service working in Corrections.

**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 Paula Jean Langford on her retirement.

**BE IT FURTHER PROCLAIMED** that the Board of County Commissioners of Escambia County expresses its appreciation to Paula Jean Langford for over 25 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: November 3, 2015

## **PROCLAMATION**

**WHEREAS**, Kevin M. Pass has served Escambia County, Florida as an employee of the Board of County Commissioners very faithfully for 36 years, retiring as a Program Manager, Facilities Management Department, Maintenance Division; and

**WHEREAS**, Mr. Pass was hired in November 1979 as an Engineering Aide in the Public Works Department. During his 36 years of service to the citizens of Escambia County, he continuously impressed his many supervisors by going well beyond what was expected of him. In 1984, Mr. Pass joined the Facilities Management Department as a Maintenance Worker at the Leonard Street Complex. Seeking advancement, Mr. Pass was selected in 1995 for a Maintenance Mechanic II position; and

**WHEREAS**, Through the years to follow, Mr. Pass earned the praise and respect from all those he came in contact with. Known as the "expert" on all building and infrastructure components related to our correctional facilities, Mr. Pass was routinely called upon, day or night, to assist in all matters related to keeping these critical facilities operational at all times; and

**WHEREAS**, In October 2006, Mr. Pass was promoted to Leonard Street Program Manager responsible for 35 buildings and 17 Maintenance Technicians and Workers; and

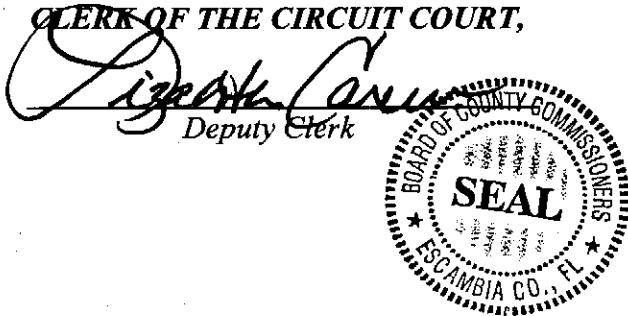
**WHEREAS**, As the Leonard Street Program Manager, Mr. Pass always took the initiative to be the first to respond, assess, assemble and direct his personnel to any emergency situation or major catastrophic event; and

**WHEREAS**, Mr. Pass has earned numerous accolades throughout his career from Constitutional Officers, County Administrators, Department Directors, and fellow employees for his untiring work ethic, professionalism, and unwavering commitment to his public service and the citizens of Escambia County.

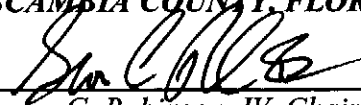
**NOW, THEREFORE BE IT PROCLAIMED** that the Board of County Commissioners, on behalf of the citizens of Escambia County and fellow employees, commends and congratulates Kevin M. Pass on his retirement.

**BE IT FURTHER PROCLAIMED** that the Board of County Commissioners of Escambia County expresses its appreciation to Kevin M. Pass for 36 years of faithful and dedicated service as a County employee.

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



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

  
Grover C. Robinson, IV, Chairman, District Four

Wilson B. Robertson, Vice Chairman, District One

Douglas Underhill, District Two

Lumon J. May, District Three

Steven Barry, District Five

Adopted: December 10, 2015

## **PROCLAMATION**

**WHEREAS**, Melanie S. Allison has served Escambia County, Florida as an employee of the Board of County Commissioners very faithfully for 13 years, retiring as an Accounting Technician, Facilities Management Department, Administration Section; and

**WHEREAS**, Mrs. Allison was hired in July 2002 as an Office Assistant in the Facilities Management Department. During her 13 years of service to the citizens of Escambia County, she continuously impressed her supervisors by going well beyond what was expected of her; and

**WHEREAS**, Through the years to follow, Mrs. Allison earned the praise and respect from all those she came in contact with. Mrs. Allison is known for her outstanding customer service and attention to detail; and

**WHEREAS**, In 2006, Mrs. Allison was promoted to Accounting Technician responsible for the budget preparation, maintaining the accounts of five cost centers, purchasing and payroll; and


**WHEREAS**, As the Accounting Technician, Mrs. Allison followed sound purchasing policies and practices, individual accountability and fiscal restraints; and

**WHEREAS**, Mrs. Allison has earned numerous accolades throughout her career from the Department Directors, Purchasing, the Clerk's Accounting Department, and fellow employees for her untiring work ethic, professionalism, and unwavering commitment to her public service and our citizens of Escambia County.

**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 Melanie S. Allison on her retirement.

**BE IT FURTHER PROCLAIMED** that the Board of County Commissioners of Escambia County expresses its appreciation to Melanie S. Allison for 13 years of faithful and dedicated service as a County employee.

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



Grover C. Robinson, IV, Chairman, District Four


Wilson B. Robertson, Vice Chairman, District One

Douglas Underhill, District Two

Lumon J. May, District Three

Steven Barry, District Five

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

  
Deputy Clerk

Dated: December 17, 2015



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

**AI-9644**

**Public Hearings 9.**

#### **BCC Regular Meeting**

**Meeting Date:** 01/21/2016

**Issue:** 5:31 p.m. Public Hearing to Adopt the Baybrook Subdivision Street Lighting MSBU Ordinance

**From:** Stephan Hall, Budget Manager

**Organization:** Asst County Administrator - Lovoy

**CAO Approval:**

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#### **RECOMMENDATION:**

5:31 p.m. Public Hearing for consideration of adopting an Ordinance creating the Baybrook Subdivision Street Lighting MSBU.

Recommendation: That the Board adopt, and authorize the Chairman to sign, the Ordinance creating the Baybrook Subdivision Street Lighting Municipal Services Benefit Unit (MSBU), and all related documents, and make the following findings of fact:

A. Lots in the District are specially benefited since street lighting not only increases the market value of an individual Lot, but also increases safety in the District surrounding individual Lots and the ability of Lot owners to use their individual Lots after dark;

B. The benefit from improved street lighting varies according to the relative size of the affected Lots. Residential Lots benefit from improved street lighting uniformly because of the small variation in size throughout the District;

C. The non-ad valorem special assessments levied represent a fair and reasonable apportionment of the cost of the special benefit received by each Lot and do not represent a fair share of the cost of general governmental service provided to residents in the unincorporated areas of Escambia County; and

D. Lots which do not receive a special benefit have been and shall be excluded from the non-ad valorem special assessment for street lighting.

#### **BACKGROUND:**

The owners of the property contained in Baybrook Subdivision have met the criteria established by the Board of County Commissioners for an MSBU, and the Board has reaffirmed its intent to use the uniform method of collection of non-ad valorem special assessments levied for street lighting projects. Now the property owners wish to establish the MSBU for the purpose of providing street lighting to the district.

Petitions for creating the MSBU district were circulated in the subdivision. There are an estimated 132 properties, and of these, 63.6% of the property owners signed the petition in favor. This meets the 55% approval requirement specified in the MSBU Guidelines and Procedures. The estimated cost per residential lot will be \$61.20 for the first assessment which will cover approximately 20 months and a 10% reserve, and then will decrease to an estimated 12 month assessment of \$35.31.

**BUDGETARY IMPACT:**

The MSBU will generate revenues for the purpose of providing street lighting, as well as administrative fees and a reserve for contingencies.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

This Ordinance has been reviewed by the County Attorney's Office and found to be legally sufficient.

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

The Board of County Commissioners must approve and adopt all Ordinances.

**IMPLEMENTATION/COORDINATION:**

N/A

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**Attachments**

Baybrook Ordinance

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**ORDINANCE 2016-\_\_\_\_\_**

**AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA CREATING THE BAYBROOK SUBDIVISION STREET LIGHTING MUNICIPAL SERVICE BENEFIT UNIT FOR THE PURPOSE OF PROVIDING STREET LIGHTING WITHIN THE DISTRICT; PROVIDING FOR THE AUTHORITY, PURPOSE, AND SCOPE OF SAID ORDINANCE; PROVIDING FOR SHORT TITLE; PROVIDING FOR DEFINITIONS; PROVIDING FOR DISTRICTS; PROVIDING FOR GOVERNANCE; PROVIDING FOR LEGISLATIVE FINDINGS; PROVIDING FOR SPECIAL ASSESSMENT PROCEDURES; PROVIDING FOR APPEAL PROCESS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE OFFICIAL RECORDS OF ESCAMBIA COUNTY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Board of County Commissioners of Escambia County, Florida has the authority to establish a Municipal Service Benefit Unit ("MSBU") pursuant to Chapter 125, Florida Statutes; and

**WHEREAS**, the Board of County Commissioners has adopted administrative procedures for the establishment of such a municipal service benefit unit, and the proposed Baybrook Subdivision Street Lighting Municipal Service Benefit Unit has met the criteria established by the Board of County Commissioners for a municipal service benefit unit; and

**WHEREAS**, by Resolution **R2015-162**, the Board of County Commissioners reaffirmed its intent to use the uniform method of collection of non-ad valorem special assessments levied for street lighting projects; and

**WHEREAS**, the owners of the property contained in the Baybrook Subdivision have met the criteria established by the Board of County Commissioners for a municipal services benefit unit, and the property owners wish to establish such an MSBU for the purpose of providing adequate street lighting; and

**WHEREAS**, there are an estimated 132 properties in this proposed district and the property owners in the Baybrook Subdivision have submitted a petition to the Board of County Commissioners which contains signatures of greater than 55% of the total of such owners; and

**WHEREAS**, this total meets the 55% requirement specified in the MSBU Guidelines and Procedures adopted by the Board of County Commissioners; and

**WHEREAS**, the proposed MSBU will assume responsibility for all street lighting in the Baybrook Subdivision.

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

**Section 1: AUTHORITY; PURPOSE; SCOPE.** This Ordinance is enacted under authority of Article VII, Section 1(f) of the Constitution of the State of Florida and Chapter 125, Florida Statutes for

the purpose of providing for a street lighting district in certain unincorporated areas in Escambia County, Florida as described herein, not lying within the corporate boundaries of any municipality.

**Section 2: SHORT TITLE.** This Ordinance shall be known and referred to as the Baybrook Subdivision Street Lighting Municipal Service Benefit Unit Ordinance.

**Section 3: DEFINITIONS.** When used in this Ordinance, the following terms shall be defined to mean:

- A. *Base Rate* shall mean the rate necessary to fund the costs of the Baybrook Subdivision Street Lighting District divided by the total ERU's in the District.
- B. *Board* shall mean the Board of County Commissioners of Escambia County, Florida.
- C. *Costs* shall mean maintenance and administrative costs associated with the acquisition of Improvements to provide street lighting to the District. The Cost for street lighting may include, but is not limited, to any applicable governmental fees, the acquisition of capital improvements, purchase or rental of equipment or facilities, administrative fees and costs, personnel expenses, operating and maintenance expenses for the upcoming Fiscal Year, the Tax Collector's collection charge and an amount set aside as a reserve for contingencies or unexpected increases in utility costs.
- D. *County or Escambia County* shall mean all those geographical territories of Escambia County, a political subdivision of the State of Florida, which territories are not now within the corporate limits of any municipality.
- E. *District* shall mean that geographical area of the Baybrook Subdivision Street Lighting Municipal Service Benefit Unit described hereafter.

The Baybrook Subdivision Street Lighting District shall include the following:

**A subdivision of a portion of the Joseph Noriega Grant Section 6, Township 1S, R29W, Escambia County, April 1981 and May 1984, classified by the Property Appraiser's records in Plat Book 11, Page 42 and Plat Book 12, Page 53, excluding: Holding Ponds, Wetland/Drainage Easements, or Designated Wetlands, or Buffer Zones and further described in Exhibit A attached hereto and incorporated herein.**

- F. *Equivalent Residential Units (ERU's)*: A unit of measure used to apportion the Costs to the Lots based on the size of the Lots in the District.
- G. *Fiscal Year* shall mean the period of time between October 1st and September 30th.
- H. *Improvements*: All street lighting projects and equipment presently located or to be located within or added to the District in the future including, but not limited to, poles, wires, conduits, lighting and all necessary appurtenances.
- I. *Lot* shall mean a developed or proposed single-family residential parcel or a multi-family residential parcel, which is in the Baybrook Subdivision.



J. *Person* shall mean individuals, children, firms, associations, ventures, partnerships, estates, trusts, business trusts, syndicates, fiduciaries, corporations, and all other groups and legal entities or combinations thereof.

K. Words used in the masculine gender include the feminine and neuter; the singular number include the plural and the plural the singular.

**Section 4.**     **DISTRICT CREATED.** There is hereby created within Escambia County the Baybrook Subdivision Municipal Service Benefit Unit for the purpose of street lighting within the District.

**Section 5.**     **GOVERNANCE OF THE DISTRICT.** The District shall be governed by the Board of County Commissioners of Escambia County. The Board shall have the following powers and duties:

A. To provide for the collection and disbursement by the County of special assessments collected to pay for maintenance and operational expenses within the District.

B. To provide for or contract for the installation of street lighting and related Improvements within the District.

C. To buy, lease, or rent any and all real or personal property necessary to implement this Ordinance.

D. To fairly and reasonably apportion the Cost of street lighting among all specially benefited Lots.

E. To prepare and adopt an annual budget for the District(s).

F. To make legislative findings related to the special benefits provided to Lots located in the District.

G. To otherwise act or satisfy its duties and responsibilities under this ordinance.

**Section 6.**     **LEGISLATIVE FINDINGS.**

A. Lots in the District are specially benefited since street lighting not only increases the market value of an individual Lot in the District, but also increases safety in the District surrounding individual Lots and the ability of Lot owners to use their individual Lots after dark.

B. The benefit from improved street lighting varies according to the relative size of the affected Lots. Residential Lots benefit from improved street lighting uniformly because of the small variation in size throughout the District. Commercial Lots' benefits from improved street lighting vary according to the linear footage along the affected streets because of the large differential in size throughout the District.

C. The non-ad valorem special assessments levied represent a fair and reasonable apportionment of the cost of the special benefit received by each Lot and does not represent a fair share of the cost of general governmental service provided to residents in the unincorporated areas of Escambia County.

D. Lots which do not receive a special benefit shall be excluded from the non-ad valorem special assessment for street lighting.

**Section 7. SPECIAL ASSESSMENT PROCEDURES.**

A. The Board shall determine each year the level of service necessary to provide adequate street lighting to Lots located in the District and the cost for providing such service.

B. The Board may by proper resolution establish rules and regulations regarding fiscal management of the District.

C. Each Fiscal Year the Board shall authorize the levy of a non-ad valorem special assessment for street lighting on all Lots located within the District. These non-ad valorem special assessments for street lighting shall be levied following the preparation and adoption of a budget by the Board as provided by law. The budget shall identify the estimated Costs for street lighting for the next Fiscal Year.

D. The amount of non ad-valorem special assessment to be assessed and levied against each Lot shall be determined based on the special benefit received by each Lot and the budgeted Costs for street lighting. The budgeted Costs for street lighting shall be fairly and reasonably apportioned among the benefited Lots using the following method:

The number of Equivalent Residential Units (ERU's) for a commercial Lot shall be calculated by dividing a commercial Lot's linear footage along the affected street by the average linear footage of the residential Lots directly across the affected street. The assessment for each Lot shall be calculated by multiplying a Lot's ERU's by the Base Rate. All residential properties shall have the equivalent of one (1) ERU.

The Board may make adjustments to the formula each Fiscal Year by resolution as necessary to reasonably and fairly apportion the cost of street lighting among benefited Lots. The Board may make a finding in the resolution to exclude any Lot that no longer receives a special benefit.

E. All special assessments as provided herein shall be assessed and collected by the uniform method adopted by the Escambia County Board of County Commissioners pursuant to Section 197.3632, Florida Statutes, as amended. All special assessments provided herein shall become a lien upon the land so assessed, prior in dignity to all other liens and assessments against said lands, save and except county taxes, and those liens and encumbrances of record prior to and on the effective date of this ordinance, until said assessments are paid.

F. The Tax Collector of Escambia County shall be entitled to receive a commission for the collection of non-ad valorem special assessments for street lighting as provided in Section 197.3632 (2) at the rate set forth in Section 197.3632 (2), Florida Statutes as amended.

G. A certified copy of this Ordinance shall be indexed and recorded in the public records of Escambia County after filing with the Secretary of State.

**Section 8.      APPEAL PROCESS.**

A.      Any Lot owner may contest the amount of non-ad valorem special assessment levied upon Lots located in the District by notifying the County Administrator or designee in writing that the owner's Lot has been erroneously assessed. The County Administrator or designee shall review the request and determine within ten (10) business days whether an error in assessment of the owner's Lot exists based on the information provided by the Lot owner and the information provided by the records of the Escambia County Property Appraiser's Office, or other records or information made available to the Board for preparation of the non-ad valorem special assessment roll. The County Administrator or designee shall be authorized to correct facial errors based on these information sources. The County Administrator or designee shall also be authorized to make any necessary adjustment to the amount of the Lot owner's non-ad valorem special assessment due and owing as a result of the identification error, with notice to the Board of County Commissioners.

B.      In the event the County Administrator or designee finds the Lot owner has been correctly assessed, the County Administrator or designee shall notify the owner and advise the owner of his or her right to petition for review of the alleged assessment error by the Board of County Commissioners within thirty (30) days. The Petition for Assessment Review shall state the owner's name, a description of the real property, and the facts underlying the Lot owner's petition. The burden shall be on the Lot owner to demonstrate by competent and substantial evidence to the Board of County Commissioners the Lot has been erroneously assessed on the non-ad valorem special assessment roll.

C.      At the next available meeting, the Board of County Commissioners shall either 1) direct the County Administrator or designee to adjust the assessment due and owing; or 2) advise the property owner the Board of county Commissioners finds no error in the assessment of the owner's real property and the property owner may appeal the Board's decision to the circuit court within thirty (30) days.

D.      The Board of County Commissioners may at its discretion create an independent board to review any Petition for Assessment Review filed. In addition, the Board is authorized to establish by resolution and collect at the time a petition is filed an administrative fee for processing of the petition. The Board of County Commissioners may also by resolution identify circumstances in which a refund of the administrative fee is available.

**Section 9.      SEVERABILITY.** If any section, paragraph, sentence or clause of this Ordinance or the application thereof to any person or circumstance is held void, invalid, unlawful or unconstitutional by a court of competent jurisdiction, it is the intent of the Board that such section, invalidity, paragraph, sentence or clause shall be deemed a separate, distinct, independent and severable and shall not otherwise affect application of this Ordinance which can be given effect without the invalid provision or application.

**Section 10.      INCLUSION IN THE OFFICIAL RECORDS.** It is the intent of the Board that the provisions of this Ordinance shall become and be made part of the Official Records of Escambia County and a codification of such ordinances shall be kept by the Clerk of the Circuit Court.

**Section 11.      EFFECTIVE DATE.** This Ordinance shall become effective upon filing with the Department of State.

DONE AND ENACTED this \_\_\_\_ day of \_\_\_\_\_ 2016.

BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

By: \_\_\_\_\_  
Grover C. Robinson, IV, Chairman

ATTEST: Pam Childers  
Clerk of the Circuit Court

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

(SEAL)

ENACTED:

FILED WITH DEPARTMENT OF STATE:

EFFECTIVE:

Approved as to form and legal  
sufficiency.  
By/Title: K. Robinson, IV  
Date: 1/27/16

**EXHIBIT A:**

The Baybrook Subdivision Street Lighting Municipal Service Benefit Unit District shall include parcels in the following list and geographic areas, and all properties benefitting from street lights, excluding: Holding Ponds, Wetland/Drainage Easements, or Designated Wetlands, or Buffer Zones:

061S290960053001	061S290960014003	061S290950029001	061S290950130002
061S290960054001	061S290960015003	061S290950030001	061S290950132002
061S290960055001	061S290960016003	061S290950031001	061S290950002020
061S290960056001	061S290960017003	061S290950032001	061S290950003020
061S290960057001	061S290960018003	061S290950033001	061S290950004020
061S290960058001	061S290960019003	061S290950034001	061S290950005020
061S290960059001	061S290960021003	061S290950035001	061S294000000006
061S290960060001	061S290960022003	061S290950036001	061S294000000005
061S290960061001	061S290960023003	061S290950037001	061S294000000004
061S290960063001	061S290960001004	061S290950039001	061S294000000002
061S290960064001	061S290960002004	061S290950040001	061S294000000001
061S290960065001	061S290950001001	061S290950041001	061S2940000004001
061S290960068001	061S290950002001	061S290950042001	061S2940000002001
061S290960069001	061S290950003001	061S290950043001	061S292000000003
061S290960070001	061S290950004001	061S290950044001	061S292000000002
061S290960071001	061S290950005001	061S290950045001	061S290960062001
061S290960072001	061S290950006001	061S290950046001	061S290960066001
061S290960073001	061S290950008001	061S290950047001	061S290960067001
061S290960014002	061S290950009001	061S290950048001	061S290960002003
061S290960015002	061S290950010001	061S290950049001	061S290960009003
061S290960016002	061S290950013001	061S290950050001	061S290960001050
061S290960017002	061S290950014001	061S290950052001	061S290950007001
061S290960001003	061S290950015001	061S290950010002	061S290950011001
061S290960003003	061S290950016001	061S290950020002	061S290950012001
061S290960004003	061S290950018001	061S290950030002	061S290950017001
061S290960005003	061S290950019001	061S290950040002	061S290950023001
061S290960006003	061S290950020001	061S290950050002	061S290950025001
061S290960007003	061S290950021001	061S290950060002	061S290950038001
061S290960008003	061S290950022001	061S290950070002	061S290950051001
061S290960010003	061S290950024001	061S290950080002	061S290950120002
061S290960011003	061S290950026001	061S290950090002	061S290950121002
061S290960012003	061S290950027001	061S290950100002	061S290950000010
061S290960013003	061S290950028001	061S290950110002	061S294000000003

A parcel of property located in the Joseph Noriega Grant, Section 6, Township 13 South, Range 29 West, Escambia County, Florida, hereinafter more particularly described as follows:

A parcel of property located in the Joseph Noriega Grant, Section 6, Township 13 South, Range 29 West, Escambia County, Florida, hereinafter more particularly described as follows:

Commence at the concrete monument at the north-west corner of the John Scott property, according to the plat recorded in Deed Book "A" at page 536 of the public records of the said county, which concrete monument is shown as one of the corners of Lot 12, Block "I", Harbours Square Third Addition, according to the plat recorded in Plat Book 10 at page 60 of the said public records; thence S 01° 20' 48" E along the west line of the said Scott property for a distance of 255.00 feet for the point of beginning;

of beginning:  
The arc  $S66^{\circ}39'19''W$  for a distance of 100.00 feet; thence  $S43^{\circ}01'51''E$  for a distance of 250.12 feet to a point on the arc of a circular curve concave to the southeast, having a radius of 105.94 feet; thence southwesterly along the arc of the said curve for an arc distance of 51.85 feet (chord distance of 517.4 feet; chord bearing of  $S39^{\circ}06'53''W$ ); to a point of tangent of the said curve, thence  $S31^{\circ}31'42''W$  along the tangent of the said curve for a distance of 55.00 feet; thence  $S58^{\circ}28'18''E$  for a distance of 60.00 feet; thence  $S86^{\circ}42'45''E$  for a distance of 149.27 feet; thence  $S20^{\circ}45'E$  for a distance of 150.00 feet; thence  $S70^{\circ}41'46''E$  for a distance of 150.00 feet; thence a distance of 174.60 feet; thence  $S08^{\circ}31'26''W$  for a distance of 12.00 feet; thence  $N07^{\circ}51'34''W$  for a distance of 12.00 feet; thence along the arc of the said curve for an arc distance of 81.50 feet; thence  $N07^{\circ}51'34''W$  for a distance of 81.50 feet; thence a radius of 1204.30 feet, thence concave to the east, having a radius of 1204.30 feet, thence by J.W. Cook, dated February 18, 1949, and filed in Deeds of the County of San Diego, California, Book 15, Page 311.90 feet; thence  $N80^{\circ}11'18''E$  along the south line of the west right-of-way line of scenic Highway 56 for a property and an easterly extension thereof, for a distance of 325.00 feet; thence  $S67^{\circ}55'04''W$  for a distance of the point of beginning;

Continued on p. 33

S $\frac{0}{1}$ <sup>N</sup>1°20'45"E for a distance of 619.57 feet; thence N81°28'34"W for a distance of 70.07 feet; thence S11°15'10"W for  
E of 220.00 feet; thence S91°28'34"E along the south line of the John Scott property for a distance of  
feet to point on the arc of a circular curve concave to the north, having a radius of 351.92 feet; thence  
distance of 10.42 feet; chord distances of 10.42 feet and chord bearing of S18°58'42"E); thence N01°09'12"E for  
distance of 51.28 feet; thence N81°08'26"E for a distance of 113.14 feet to a point on the arc of a subdivision  
thereafter along the arc of the said curve (this course and the next course are along the west line of a subdivision  
of lots 344 at page 486 of the said public records) for an arc distance of 419.20 feet (chord distance of 416.40  
feet tangent of the said curve; thence N03°58'42"W along the tangent of the said curve for a distance of  
lots of the said i.w. Cook subdivision for a distance of 400.00 feet; thence N05°58'42"W along  
for a distance of 208.15 feet; thence S81°51'30"W along the south line of the Westinghouse  
distance of 506.56 feet; thence N59°41'00"W along the Westinghouse property line for a distance  
1.93 feet; thence N01°20'45"W for a distance of 440.00 feet; thence S60°39'15"W for a distance of 110.00 feet to

net acres is 30.729 acres, more or less.

## DESCRIPTION

A parcel of property located in the Joseph Noriega Grant, Section 6, Township 1 South, Range 25 West, Escambia County, Florida, being more particularly described as follows:

Commence at the concrete monument at the northwest corner of the John Scott property, according to the plat recorded in Deed Book "Y" at page 536 of the public records of the said county, which concrete monument is shown as one of the corners of Lot 12, Block "T", Harbor Square Third Addition, according to the plat recorded in Plat Book 10 at page 60 of the said public records; thence  $S 07^{\circ} 20' 45'' E$  along the west line of the said Scott property for a distance of 255.00 feet to a point on the northerly line of Lot 13, Block B, Baybrook Unit No. 1, according to the plat recorded in Plat Book 11 at page 42 of the said public records; thence  $S 66^{\circ} 39' 15'' W$  for a distance of 100.00 feet to the northwest corner of the said Lot 13 for the point of beginning.

Thence  $S 45^{\circ} 11' 51'' E$  (this course and the next four courses are along the westerly line of the said Baybrook Unit No. 1) for a distance of 250.72 feet to a point on the arc of a circular curve concave to the southeast and having a radius of 195.54 feet; thence southeasterly along the arc of the said curve for an arc distance of 51.95 feet (chord distance of 51.74 feet; chord bearing of  $S 39^{\circ} 06' 53'' W$ ) to the point of tangent of the said curve; thence  $S 81^{\circ} 42' 42'' W$  along the tangent of the said curve for a distance of 55.00 feet; thence  $S 55^{\circ} 28' 18'' E$  for a distance of 60.00 feet; chord bearing of  $S 39^{\circ} 06' 53'' W$  for a distance of 147.21 feet; thence  $S 81^{\circ} 42' 42'' W$  for a distance of 300.92 feet; thence  $S 70^{\circ} 41' 40'' E$  for a distance of 156.86 feet; thence  $N 81^{\circ} 28' 34'' W$  along the south line of the said Section 6 for a distance of 661.45 feet; thence  $N 81^{\circ} 35' 15'' E$  for a distance of 174.60 feet; thence  $S 68^{\circ} 31' 26'' W$  for a distance of 156.86 feet; thence  $N 65^{\circ} 07' 44'' E$  along the south line of the said Section 6 for a distance of 260.60 feet; thence  $N 81^{\circ} 35' 15'' E$  for a distance of 281.39 feet to the southeast corner of the said John Scott property; thence  $S 01^{\circ} 20' 45'' E$  for a distance of 174.60 feet; thence  $S 68^{\circ} 31' 26'' W$  for a distance of 156.86 feet; thence  $N 81^{\circ} 35' 15'' E$  for a distance of 281.39 feet to a point on the arc of a circular curve concave to the northwest and having a radius of 300.92 feet; thence along the arc of the said curve for an arc distance of 11.34 feet (chord distance of 11.32 feet; chord bearing of  $N 01^{\circ} 49' 31'' W$ ) to the point of tangent; thence  $N 07^{\circ} 20' 45'' W$  along the northerly line of Harbor Square Second Addition, according to the plat recorded in Plat Book 9 at page 90 of the said public records, for a distance of 260.60 feet; thence  $N 81^{\circ} 35' 15'' E$  for a distance of 281.39 feet to a point on the arc of a circular curve concave to the east and having a radius of 300.92 feet; thence along the arc of the said curve for an arc distance of 11.34 feet (chord distance of 11.32 feet; chord bearing of  $N 01^{\circ} 49' 31'' W$ ) to the point of tangent; thence along the said curve for an arc distance of 45.50 feet (chord distance of 45.49 feet; chord bearing of  $N 05^{\circ} 38' 18'' W$ ); thence  $S 81^{\circ} 35' 15'' W$  for a distance of 319.10 feet; thence  $N 12^{\circ} 06' 15'' S$  (this course and the next three courses are along the said easterly line of Harbor Square Second Addition) for a distance of 74.75 feet; thence  $N 15^{\circ} 05' 07'' W$  for a distance of 165.00 feet; thence  $N 50^{\circ} 04' 03'' E$  for a distance of 108.72 feet; thence  $N 28^{\circ} 23' 54'' E$  for a distance of 316.12 feet; thence  $N 45^{\circ} 40' 37'' E$  for a distance of 102.54 feet to the point of beginning.

Containing 28.811 acres, more or less.



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

**AI-9603**

**Public Hearings 10.**

#### **BCC Regular Meeting**

**Meeting Date:** 01/21/2016

**Issue:** 5:33 p.m. Public Hearing concerning Supplemental Budget Amendment #033 – Fund Balance Carry-forwards

**From:** Stephan Hall, Budget Manager

**Organization:** Asst County Administrator - Lovoy

**CAO Approval:**

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#### **RECOMMENDATION:**

5:33 p.m. Public Hearing for consideration of adopting a Resolution amending the Fiscal Year 2015-2016 Budget.

Recommendation: That the Board adopt the Resolution approving Supplemental Budget Amendment #033, in the amount of \$84,409,434, to recognize certain revenues and adjust fund balance estimates for the following funds: General Fund (001), Escambia County Restricted Fund (101), Economic Development Fund (102), Code Enforcement Fund (103), Mass Transit Fund (104), M&A State Fund (106), Tourist Promotion Fund (108), Other Grants & Projects Fund (110), Detention/Jail Commissary Fund (111), Library Fund (113), Misdemeanor Probation Fund (114), Article V Fund (115), Development Review Fees (116), Perdido Key Beach Mouse Fund (117), Law Enforcement Trust (121), Escambia Affordable Housing (124), Handicapped Parking Fund (130), Family Mediation Fund (131), Fire Protection Fund (143), E-911 Operations Fund (145), HUD-CDBG Housing Rehab (146), Community Redevelopment Fund (151), Southwest Sector CRA Fund (152), Bob Sikes Toll Bridge Fund (167), Transportation Trust Fund (175), MSBU Assessment Fund (177), Master Drainage Basin Fund (181), FTA Capital Projects Fund (320), New Road Construction Fund (333), Local Option Sales Tax III Fund (352), Solid Waste Fund (401), Building Inspections Fund (406), EMS Fund (408), Civic Center Fund (409), and the Internal Service Fund (501), and to appropriate these funds accordingly.

#### **BACKGROUND:**

During the budget process fund balance carry forwards are estimated and placed into the budget. Once the books for the previous Fiscal Year have been closed, the actual fund balance and grant balance carry forwards are calculated, and the adjustments are made.

New allocations from the fund balance for the General Fund (001) include an allocation of \$9,494,413 to Reserves for Contingency. In the Economic Development Fund there is



an allocation of \$236,056 to Reserves. In the Code Enforcement Fund (103) there is an allocation of \$100,033 to Reserves. In the Tourist Development Fund (108) there are available funds for allocation in the amount of \$1,972,420, \$105,800 for BCC Micro-grants, \$1,295,026 reserve allocation for the FY16/17 TDT Revenue Bond Payment, and a \$550,000 allocation to Reserves. In the Local Option Sales Tax III Fund (352) there are funding allocations of \$5,072,811 to Reserves. The appropriate backup is also provided for additional funding allocations.

**BUDGETARY IMPACT:**

This supplemental budget amendment adjusts all listed funds with the appropriate fund balance, fund transfer or revenue adjustment accordingly.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

Board policy requires increases and decreases in revenues to be approved by the Board.

**IMPLEMENTATION/COORDINATION:**

N/A

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**Attachments**

SBA#033

SBA #033-Backup

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**Replacement  
Board of County Commissioners  
Escambia County  
Supplemental Budget Amendment Resolution**

**Resolution Number  
R2016-**

**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 County wishes to amend the FY 15-16 Annual Budget to recognize actual fund balance carry-forwards and to appropriate these funds for the current fiscal year.**

**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, 2016:**

General Fund	1
Escambia County Restricted	101
Economic Development Fund	102
Code Enforcement	103
Mass Transit Fund	104
M & A State Funds	106
Tourist Promotion	108
Other Grants & Projects	110
Detention/Jail Commissary	111
Library Fund	113
Misdemeanor Probation	114
Article V	115
Development Review Fees	116
Perdido Key Beach Mouse	117
Law Enforcement Trust	121
Escambia Affordable Housing	124
Handicapped Parking	130
Family Mediation	131
Fire Protection	143
E-911	145
HUD-CDBG Housing Rehab	146
Community Redevelopment	151
Southwest Sector CRA	152
Bob Sikes Toll Bridge	167
Transportation Trust	175
MSBU Assessment	177
Master Drainage Basin Funds	181
FTA Capital Project Funds	320
New Road Construction	333
Local Option Sales Tax III	352
Solid Waste Fund	401
Building Inspections	406
EMS	408
Civic Center	409
Internal Service Fund	501
<b>Fund Name</b>	<b>Fund Number</b>

Revenue Title	Fund Number	Account Code	Amount
Estimated Fund Balance	1	389901	10,655,817
Transfers from Fund 103	1	381103	1,624,943
Estimated Fund Balance	101	389901	1,435,844
Estimated Fund Balance	102	389901	236,056
Estimated Fund Balance	103	389901	1,738,315
2011 FTA Grant FL90X759	104	331440	339,156
2013 FTA Grant FL90X818	104	331461	(16,044)
Estimated Fund Balance	104	389901	85,000
Estimated Fund Balance	104	388901	227,023
Estimated Fund Balance	106	388901	17,199
Estimated Fund Balance	108	389901	3,926,731
BP Oil Spill Grant	108	334515	35,264
Estimated Fund Balance	110	389901	985,687
Estimated Fund Balance	111	389901	1,410,360
Library Donations	113	366219	15,291
Estimated Fund Balance	113	389901	1,565,336
Estimated Fund Balance	114	389901	1,211,885
Estimated Fund Balance	115	389901	3,196,553

Estimated Fund Balance	116	389901	580,747
Estimated Fund Balance	117	389901	227,902
Estimated Fund Balance	121	389901	186,056
Estimated Fund Balance	124	389901	30,595
Estimated Fund Balance	130	389901	293,541
Estimated Fund Balance	131	389901	27,314
Estimated Fund Balance	143	389901	201,485
Estimated Fund Balance	145	389901	770,972
Estimated Fund Balance	146	389901	50,787
Estimated Fund Balance	151	389901	2,031,906
Estimated Fund Balance	152	389901	10,870
Estimated Fund Balance	167	389901	(368,599)
Transfers from Fund 001	175	381001	(426,729)
Estimated Fund Balance	175	389901	2,161,349
Estimated Fund Balance	177	389901	400,553
Innerarity Island MSBU reserves	177	363299	(1,584)
Deerfield Sewage MSBU reserves	177	363309	(554)
Estimated Fund Balance	181	389901	75,409
FTA Grant 2010 FL90-X728	320	331455	(8,720)
FTA Grant 2012 FL90-X804	320	331460	863
FTA Grant 2012 FL90-X848	320	331472	(11,322)
FTA Grant 2013 FL16-0008	320	331467	1,340
FTA Grant 2014 FL16-0009	320	331468	21,600
Estimated Fund Balance	333	389901	543
Estimated Fund Balance	352	389901	10,825,339
LAP-Crabtree Church Road	352	334448	1,275,333
LAP-Jacks Branch Road	352	334451	611,072
LAP-Myrtle Grove Sidewalks	352	331413	774,088
LAP-CR196 Paved Shoulders	352	334491	1,624,000
LAP-CR99 Paved Shoulders	352	334492	3,376,000
LAP-CR295A Corry Field Road	352	334498	1,027,967
JPA-Navy Blvd.	352	334392	200,000
EDTPFA - Muscogee Road	352	334453	1,950,000
Reimbursements - Olive Road	352	369401	853,751
FWC Land Acquisition	352	334732	90,631
Maplewoods Drainage	352	331319	137,226
FWC Artificial Reef	352	334734	100,000
Estimated Fund Balance	401	389901	10,114,077
Estimated Fund Balance	406	389901	2,270,731
Estimated Fund Balance	408	389901	12,798,952
Estimated Fund Balance	409	389901	906,292
Estimated Fund Balance	501	389901	500,000
BC/BS Health Grant	501	341240	27,235
<b>Total</b>			<b>84,409,434</b>

Appropriations Title	Fund Number/Cost Center	Account Code/ Project Number	Amount
Reserves for Contingency	001/110201	59802	9,494,413
Reserves for Operating	001/110201	59805	303,448
Personal Services	001/540101	59702	1,200,000
Transfers to Fund 175	001/110215	59102	(426,729)
Personal Services	001/510101	59702	31,025
Regular Salaries & Wages	001/110101	51201	10,939
FICA	001/110101	52101	837
Retirement	001/110101	52201	794
Regular Salaries & Wages	001/110302	51201	13,637
FICA	001/110302	52101	1,043
Retirement	001/110302	52201	990
Regular Salaries & Wages	001/110601	51201	27,511
FICA	001/110601	52101	2,105
Retirement	001/110601	52201	1,997
Regular Salaries & Wages	001/130101	51201	6,722
FICA	001/130101	52101	514
Retirement	001/130101	52201	488
Regular Salaries & Wages	001/140201	51201	8,913
FICA	001/140201	52101	682
Retirement	001/140201	52201	647
Regular Salaries & Wages	001/141001	51201	1,283
Regular Salaries & Wages	001/140701	51201	9,008

FICA	001/140701	52101	689
Retirement	001/140701	52201	654
Regular Salaries & Wages	001/150101	51201	11,500
FICA	001/150101	52101	880
Retirement	001/150101	52201	835
Regular Salaries & Wages	001/211401	51201	13,705
FICA	001/211401	52101	1,048
Retirement	001/211401	52201	995
Regular Salaries & Wages	001/220100	51201	6,968
Regular Salaries & Wages	001/220101	51201	6,064
FICA	001/220101	52101	464
Retirement	001/220101	52201	440
Regular Salaries & Wages	001/220701	51201	1,656
FICA	001/220701	52101	127
Retirement	001/220701	52201	120
Regular Salaries & Wages	001/220901	51201	4,638
FICA	001/220901	52101	355
Retirement	001/220901	52201	337
Regular Salaries & Wages	001/221001	51201	12,184
FICA	001/221001	52101	932
Retirement	001/221001	52201	885
Regular Salaries & Wages	001/221201	51201	4,909
FICA	001/221201	52101	376
Retirement	001/221201	52201	356
Regular Salaries & Wages	001/250202	51201	11,227
FICA	001/250202	52101	858
Retirement	001/250202	52201	816
Regular Salaries & Wages	001/250207	51201	8,791
Regular Salaries & Wages	001/240201	51201	23,973
Regular Salaries & Wages	001/240401	51201	11,626
Regular Salaries & Wages	001/270102	51201	8,705
Regular Salaries & Wages	001/270103	51201	6,125
Regular Salaries & Wages	001/270109	51201	7,445
Regular Salaries & Wages	001/270111	51201	2,339
Regular Salaries & Wages	001/290307	51201	12,937
FICA	001/290307	52101	990
Retirement	001/290307	52201	939
Regular Salaries & Wages	001/290401	51201	385,112
FICA	001/290401	52101	29,461
Retirement	001/290401	52201	78,758
Regular Salaries & Wages	001/290402	51201	20,711
FICA	001/290402	52101	1,584
Retirement	001/290402	52201	1,827
Regular Salaries & Wages	001/310101	51201	6,777
FICA	001/310101	52101	518
Retirement	001/310101	52201	492
Regular Salaries & Wages	001/310202	51201	5,357
FICA	001/310202	52101	410
Retirement	001/310202	52201	389
Regular Salaries & Wages	001/310203	51201	25,203
FICA	001/310203	52101	1,928
Retirement	001/310203	52201	1,830
Regular Salaries & Wages	001/330401	51201	5,912
FICA	001/330401	52101	452
Retirement	001/330401	52201	1,004
Regular Salaries & Wages	001/330402	51201	6,470
FICA	001/330402	52101	495
Retirement	001/330402	52201	470
Regular Salaries & Wages	001/330403	51201	15,805
FICA	001/330403	52101	1,209
Retirement	001/330403	52201	1,147
Regular Salaries & Wages	001/330602	51201	3,728
FICA	001/330602	52101	285
Retirement	001/330602	52201	271
Regular Salaries & Wages	001/330801	51201	2,683
FICA	001/330801	52101	205
Retirement	001/330801	52201	195
Regular Salaries & Wages	001/350220	51201	3,406
FICA	001/350220	52101	261
Retirement	001/350220	52201	247
Regular Salaries & Wages	001/350226	51201	17,521
FICA	001/350226	52101	1,340

Retirement	001/350226	52201	1,272
Regular Salaries & Wages	001/350232	51201	1,830
FICA	001/350232	52101	140
Retirement	001/350232	52201	133
Regular Salaries & Wages	001/370101	51201	12,016
FICA	001/370101	52101	919
Retirement	001/370101	52201	872
Regular Salaries & Wages	001/380201	51201	330
FICA	001/380201	52101	25
Retirement	001/380201	52201	24
Regular Salaries & Wages	001/550101	51201	14,952
FICA	001/550101	52101	1,144
Retirement	001/550101	52201	1,085
Machinery & Equipment	001/270111	56401	50,000
Machinery & Equipment	001/270111	56401	45,000
Machinery & Equipment	001/270111	56401	50,000
Machinery & Equipment	001/270111	56401	40,000
Machinery & Equipment	001/270111	56401	241,000
Machinery & Equipment	001/211401	56401	50,000
Machinery & Equipment	001/211401	56401	43,000
Machinery & Equipment	001/211401	56401	192,000
Machinery & Equipment	001/110201	56401	10,000
Machinery & Equipment	001/220701	56401	25,500
Machinery & Equipment	001/221001	56401	12,000
Machinery & Equipment	001/221001	56401	3,000
Machinery & Equipment	001/221001	56401	2,900
Reserves	101/110265	59801	5,337
Operating Supplies	101/150105	55201	136,214
Host Ordinance Items	101/210408	54931	3,369
Reserves	101/250204	59801	17,584
Reserves	101/220310	59801	166,737
Reserves	101/220334	59801	103,456
Reserves	101/220336	59801	60,742
Reserves	101/350236	59801	56,929
Reserves	101/350224	59801	25,519
Reserves	101/370104	59801	783,925
Improvements other than Buildings	101/220809	56301	1,397
Operating Supplies	101/290208	55201	1,494
Reserves	101/221018	59801	50,141
Regular Salaries & Wages	101/221018	51201	3,144
FICA	101/221018	52101	241
Retirement	101/221018	52201	228
Operating Supplies	101/230317	55201	1,110
Reserves	101/110210	59801	9,405
Reserves	101/370105	59801	8,872
Reserves	102/360704	59801	236,056
Reserves	103/220110	59801	100,033
Transfers to Fund 001	103/220110	59101	1,624,943
Regular Salaries & Wages	103/220110	51201	11,608
FICA	103/220110	52101	888
Retirement	103/220110	52201	843
Preventive Maintenance	104/211210	53407	339,156
Preventive Maintenance	104/211210	53407	(16,044)
ADA Paratransit	104/211210	53405	85,000
Preventive Maintenance	104/211210	53407	227,023
Reserves	106/220703	59801	15,199
Overtime	106/220703	51401	2,000
Aids to Private Organizations	108/360101	58201	641,522
Aids to Private Organizations	108/360105	58201	1,436,698
Reserves	108/360101	59801	1,595,026
Reserves	108/360105	59801	250,000
Aids to Private Organizations	108/360103	58201	35,264
Regular Salaries & Wages	108/220805	51201	3,485
Reserves	110/110263	59801	253,182
Other Grants & Aids	110/410567	58301	110,626
Improvements other than Buildings	110/220807	56301	377,881
Operating Supplies	110/330318	55201	137
Other Contractual Services	110/410559	53401	210,384
Reserves	110/410512	59801	0
Other Contractual Services	110/330459	53401	0
Repair and Maintenance	110/221002	54601	12,978
Regular Salaries & Wages	110/290501	51201	5,010

Promotional Activities	110/550125	54801	13,405
Regular Salaries & Wages	110/330413	51201	2,084
Reserves	111/290406	59801	1,408,213
Regular Salaries & Wages	111/290406	51201	2,147
Reserves	113/110501	59801	1,521,633
Regular Salaries & Wages	113/110501	51201	36,224
FICA	113/110501	52101	2,771
Retirement	113/110501	52201	2,630
Regular Salaries & Wages	113/110503	51201	1,809
FICA	113/110503	52101	138
Retirement	113/110503	52201	131
Reserves	113/110504	59801	15,291
Reserves	114/290301	59801	1,170,717
Regular Salaries & Wages	114/290301	51201	22,750
FICA	114/290301	52101	1,740
Retirement	114/290301	52201	1,652
Regular Salaries & Wages	114/290302	51201	111
FICA	114/290302	52101	8
Retirement	114/290302	52201	8
Regular Salaries & Wages	114/290305	51201	8,589
FICA	114/290305	52101	657
Retirement	114/290305	52201	1,487
Regular Salaries & Wages	114/290306	51201	3,626
FICA	114/290306	52101	277
Retirement	114/290306	52201	263
Reserves	115/410501	59801	738,263
Reserves	115/410514	59801	0
Reserves	115/410502	59801	298,099
Reserves	115/410505	59801	0
Reserves	115/410507	59801	834,029
Reserves	115/540112	59801	364,840
Reserves	115/290206	59801	296,604
Reserves	115/410503	59801	0
Reserves	115/410407	59801	24,403
Reserves	115/410306	59801	0
Regular Salaries & Wages	115/410517	51201	26,160
Reserves	115/410506	59801	0
Reserves	115/410515	59801	193,104
Other Contractual Services	115/410309	53401	24,962
Reserves	115/410412	59801	14,086
Reserves	115/410516	59801	231,749
Other Contractual Services	115/410310	53401	20,894
Operating Supplies	115/410310	55201	28,000
Reserves	115/410413	59801	59,333
Reserves	115/410311	59801	0
Reserves	115/410414	59801	1,785
Reserves	115/410312	59801	31,178
Reserves	115/410415	59801	9,064
Reserves	116/240302	59801	570,445
Regular Salaries & Wages	116/240302	51201	8,965
FICA	116/240302	52101	686
Retirement	116/240302	52201	651
Operating Supplies	117/220335	55201	227,902
Professional Services	121/540103	53101	10,000
Postage & Freight	121/540103	54201	2,000
Repair and Maintenance	121/540103	54601	2,000
Promotional Activities	121/540103	54801	5,000
Other Current Charges	121/540103	54901	5,000
Investigations	121/540103	53501	10,000
Operating Supplies	121/540103	55201	10,000
Machinery & Equipment	121/540103	56401	42,056
Aids to Private Organizations	121/540103	58201	100,000
Reserves	124/370290	59801	30,595
Reserves	130/540104	59801	97,847
Reserves	130/150102	59801	195,694
Reserves	131/410141	59801	27,314
Reserves	143/330206	59801	58,498
Regular Salaries & Wages	143/330206	51201	100,742
FICA	143/330206	52101	7,707
Retirement	143/330206	52201	21,302
Regular Salaries & Wages	143/330209	51201	10,206
FICA	143/330209	52101	781

Retirement	143/330209	52201	2,249
Reserves	145/330404	59801	770,972
Reserves	146/370291	59801	50,787
Reserves	151/370114	59801	638,936
Reserves	151/370113	59801	261,647
Reserves	151/370117	59801	17,425
Reserves	151/370115	59801	642,591
Reserves	151/370116	59801	253,591
Reserves	151/370118	59801	5,066
Reserves	151/370111	59801	203,975
Reserves	151/370112	59801	377
Regular Salaries & Wages	151/370110	51201	8,298
Improvements other than Buildings	152/110269	56301	10,870
Reserves	167/140302	59801	(373,579)
Regular Salaries & Wages	167/140301	51201	4,980
Reserves	175/211101	59801	123,727
Commissary Reserves	175/290205	59801	126,273
Regular Salaries & Wages	175/210401	51201	10,260
FICA	175/210401	52101	785
Retirement	175/210401	52201	745
Regular Salaries & Wages	175/210402	51201	64,218
FICA	175/210402	52101	4,913
Retirement	175/210402	52201	4,662
Machinery & Equipment	175/210402	56401	1,160,000
Regular Salaries & Wages	175/210403	51201	8,180
FICA	175/210403	52101	626
Retirement	175/210403	52201	594
Regular Salaries & Wages	175/210404	51201	7,207
FICA	175/210404	52101	551
Retirement	175/210404	52201	523
Regular Salaries & Wages	175/210405	51201	24,693
FICA	175/210405	52101	1,889
Retirement	175/210405	52201	1,793
Regular Salaries & Wages	175/211101	51201	39,995
FICA	175/211101	52101	3,060
Retirement	175/211101	52201	2,904
Regular Salaries & Wages	175/211201	51201	30,173
FICA	175/211201	52101	2,308
Retirement	175/211201	52201	2,190
Regular Salaries & Wages	175/290202	51201	87,150
FICA	175/290202	52101	6,667
Retirement	175/290202	52201	18,534
Regular Salaries & Wages	175/211101	51201	94,099
Professional Services	175/211101	53101	(94,099)
Reserves	177/140572	59801	400,553
Reserves	177/140963	59801	(1,584)
Reserves	177/140999	59801	(554)
Improvements other than Buildings	181/210719	56301	6,772
Improvements other than Buildings	181/210720	56301	109
Improvements other than Buildings	181/210721	56301	320
Improvements other than Buildings	181/210722	56301	160
Improvements other than Buildings	181/210723	56301	(46,349)
Improvements other than Buildings	181/210724	56301	54,084
Improvements other than Buildings	181/210725	56301	(1,063)
Improvements other than Buildings	181/210726	56301	(851)
Improvements other than Buildings	181/210727	56301	591
Improvements other than Buildings	181/210728	56301	5,312
Improvements other than Buildings	181/210729	56301	137
Improvements other than Buildings	181/210730	56301	9,573
Improvements other than Buildings	181/210731	56301	38,496
Improvements other than Buildings	181/210732	56301	(75,623)
Improvements other than Buildings	181/210733	56301	10,077
Improvements other than Buildings	181/210734	56301	56,978
Improvements other than Buildings	181/210735	56301	9,001
Improvements other than Buildings	181/210736	56301	7,685
Machinery & Equipment	320/211222	56401	(8,720)
Professional Services	320/211224	53101	863
Machinery & Equipment	320/211231	56401	(11,322)
Machinery & Equipment	320/211228	56401	1,340
Machinery & Equipment	320/211229	56401	21,600
Improvements other than Buildings	333/210204	56301	543
Aids to Private Organizations	352/110254	58201	8,106,869

Total



**NOW THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida,  
that the foregoing Supplemental Budget Amendment be made effective upon adoption of this Resolution.**

**ATTEST:**

PAM CHILDERS  
CLERK OF THE CIRCUIT COURT

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

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**Grover C. Robinson, IV, Chairman**

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**Deputy Clerk**

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**Adopted**

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**OMB Approved**

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**Supplemental Budget Amendment  
#033**

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<b>General Fund (001)</b>							
	Current Assets	55,760,665.01					
	Current Liabilities	5,589,988.79					
	Fund Balance	50,170,676.22					
	Less: Original Estimate	39,514,859.07					
	<b>Adjustment</b>	<b>\$10,655,817.15</b>					
	Transfers from F-103	1,624,943.00					
	<b>Total Adjustment:</b>	<b>12,280,760.15</b>					
				<b>Account</b>			
	<b>Department</b>	<b>Cost Center</b>		<b>Code</b>	<b>Title</b>	<b>Description</b>	<b>Amount</b>
<b>New Allocations</b>							
	Non-Departmental	110201	001/110201	59802	Reserves for Contingency	Cash Flow Reserves	9,494,413.00
	Non-Departmental	110201	001/110201	59805	Reserves for Operating	Reserves for Operating	303,448.00
	Non-Departmental	110215	001/110215	59102	Transfers to F175	Transfers to F175 reduction	(426,729.00)
	Sheriff	540101	001/540101	59702	Personal Services	Leave Buyback	1,200,000.00
	Property Appraiser	510101	001/510101	59702	Personal Services	Leave Buyback	31,025.00
	Board of County Commissioners	110101	001/110101	51201	Salary	Leave Buyback	10,939.00
	Board of County Commissioners	110101	001/110101	52101	FICA	Leave Buyback	837.00
	Board of County Commissioners	110101	001/110101	52201	Retirement	Leave Buyback	794.00
	County Administration	110302	001/110302	51201	Salary	Leave Buyback	13,637.00
	County Administration	110302	001/110302	52101	FICA	Leave Buyback	1,043.00
	County Administration	110302	001/110302	52201	Retirement	Leave Buyback	990.00
	County Attorney	110601	001/110601	51201	Salary	Leave Buyback	27,511.00
	County Attorney	110601	001/110601	52101	FICA	Leave Buyback	2,105.00
	County Attorney	110601	001/110601	52201	Retirement	Leave Buyback	1,997.00
	Assistant County Administration	130101	001/130101	51201	Salary	Leave Buyback	6,722.00
	Assistant County Administration	130101	001/130101	52101	FICA	Leave Buyback	514.00
	Assistant County Administration	130101	001/130101	52201	Retirement	Leave Buyback	488.00
	OMB	140201	001/140201	51201	Salary	Leave Buyback	8,913.00
	OMB	140201	001/140201	52101	FICA	Leave Buyback	682.00
	OMB	140201	001/140201	52201	Retirement	Leave Buyback	647.00
	Property Sales	141001	001/141001	51201	Salary	Leave Buyback	1,283.00
	Purchasing	140701	001/140701	51201	Salary	Leave Buyback	9,008.00
	Purchasing	140701	001/140701	52101	FICA	Leave Buyback	689.00
	Purchasing	140701	001/140701	52201	Retirement	Leave Buyback	654.00
	Human Resources	150101	001/150101	51201	Salary	Leave Buyback	11,500.00
	Human Resources	150101	001/150101	52101	FICA	Leave Buyback	880.00
	Human Resources	150101	001/150101	52201	Retirement	Leave Buyback	835.00
	SRI/Public Works	211401	001/211401	51201	Salary	Leave Buyback	13,705.00
	SRI/Public Works	211401	001/211401	52101	FICA	Leave Buyback	1,048.00
	SRI/Public Works	211401	001/211401	52201	Retirement	Leave Buyback	995.00
	Neighborhood & Environmental Services	220100	001/220100	51201	Salary	Leave Buyback	6,968.00
	Neighborhood & Environmental Services	220101	001/220101	51201	Salary	Leave Buyback	6,064.00
	Neighborhood & Environmental Services	220101	001/220101	52101	FICA	Leave Buyback	464.00
	Neighborhood & Environmental Services	220101	001/220101	52201	Retirement	Leave Buyback	440.00
	Mosquito Control	220701	001/220701	51201	Salary	Leave Buyback	1,656.00

<b>General Fund (001)</b>							
	Current Assets	55,760,665.01					
	Current Liabilities	5,589,988.79					
	Fund Balance	50,170,676.22					
	Less: Original Estimate	39,514,859.07					
	<b>Adjustment</b>	<b>\$10,655,817.15</b>					
	Transfers from F-103	1,624,943.00					
	<b>Total Adjustment:</b>	<b>12,280,760.15</b>					
				<b>Account</b>			
	<b>Department</b>	<b>Cost Center</b>		<b>Code</b>	<b>Title</b>	<b>Description</b>	<b>Amount</b>
<b>New Allocations</b>							
	Mosquito Control	220701	001/220701	52101	FICA	Leave Buyback	127.00
	Mosquito Control	220701	001/220701	52201	Retirement	Leave Buyback	120.00
	Natural Resource Conservation	220901	001/220901	51201	Salary	Leave Buyback	4,638.00
	Natural Resource Conservation	220901	001/220901	52101	FICA	Leave Buyback	355.00
	Natural Resource Conservation	220901	001/220901	52201	Retirement	Leave Buyback	337.00
	NES/Land Management	221001	001/221001	51201	Salary	Leave Buyback	12,184.00
	NES/Land Management	221001	001/221001	52101	FICA	Leave Buyback	932.00
	NES/Land Management	221001	001/221001	52201	Retirement	Leave Buyback	885.00
	Extension Services	221201	001/221201	51201	Salary	Leave Buyback	4,909.00
	Extension Services	221201	001/221201	52101	FICA	Leave Buyback	376.00
	Extension Services	221201	001/221201	52201	Retirement	Leave Buyback	356.00
	Animal Services	250202	001/250202	51201	Salary	Leave Buyback	11,227.00
	Animal Services	250202	001/250202	52101	FICA	Leave Buyback	858.00
	Animal Services	250202	001/250202	52201	Retirement	Leave Buyback	816.00
	Planning & Zoning	250207	001/250207	51201	Salary	Leave Buyback	8,791.00
	Planning & Zoning	240201	001/240201	51201	Salary	Leave Buyback	23,973.00
	Planning & Zoning	240401	001/240401	51201	Salary	Leave Buyback	11,626.00
	Information Resources	270102	001/270102	51201	Salary	Leave Buyback	8,705.00
	Information Resources	270103	001/270103	51201	Salary	Leave Buyback	6,125.00
	Information Resources	270109	001/270109	51201	Salary	Leave Buyback	7,445.00
	Information Resources	270111	001/270111	51201	Salary	Leave Buyback	2,339.00
	Pre-Trial Release	290307	001/290307	51201	Salary	Leave Buyback	12,937.00
	Pre-Trial Release	290307	001/290307	52101	FICA	Leave Buyback	990.00
	Pre-Trial Release	290307	001/290307	52201	Retirement	Leave Buyback	939.00
	Detention	290401	001/290401	51201	Salary	Leave Buyback	385,112.00
	Detention	290401	001/290401	52101	FICA	Leave Buyback	29,461.00
	Detention	290401	001/290401	52201	Retirement	Leave Buyback	78,758.00
	Inmate Medical	290402	001/290402	51201	Salary	Leave Buyback	20,711.00
	Inmate Medical	290402	001/290402	52101	FICA	Leave Buyback	1,584.00
	Inmate Medical	290402	001/290402	52201	Retirement	Leave Buyback	1,827.00
	Facilities Management	310101	001/310101	51201	Salary	Leave Buyback	6,777.00
	Facilities Management	310101	001/310101	52101	FICA	Leave Buyback	518.00
	Facilities Management	310101	001/310101	52201	Retirement	Leave Buyback	492.00
	Custodial	310202	001/310202	51201	Salary	Leave Buyback	5,357.00
	Custodial	310202	001/310202	52101	FICA	Leave Buyback	410.00

<b>General Fund (001)</b>							
	Current Assets	55,760,665.01					
	Current Liabilities	5,589,988.79					
	Fund Balance	50,170,676.22					
	Less: Original Estimate	39,514,859.07					
	<b>Adjustment</b>	<b>\$10,655,817.15</b>					
	Transfers from F-103	1,624,943.00					
	<b>Total Adjustment:</b>	<b>12,280,760.15</b>					
				<b>Account</b>			
	<b>Department</b>	<b>Cost Center</b>		<b>Code</b>	<b>Title</b>	<b>Description</b>	<b>Amount</b>
<b>New Allocations</b>							
	Custodial	310202	001/310202	52201	Retirement	Leave Buyback	389.00
	Facilities Maintenance	310203	001/310203	51201	Salary	Leave Buyback	25,203.00
	Facilities Maintenance	310203	001/310203	52101	FICA	Leave Buyback	1,928.00
	Facilities Maintenance	310203	001/310203	52201	Retirement	Leave Buyback	1,830.00
	Public Safety Admin	330401	001/330401	51201	Salary	Leave Buyback	5,912.00
	Public Safety Admin	330401	001/330401	52101	FICA	Leave Buyback	452.00
	Public Safety Admin	330401	001/330401	52201	Retirement	Leave Buyback	1,004.00
	Emergency Management	330402	001/330402	51201	Salary	Leave Buyback	6,470.00
	Emergency Management	330402	001/330402	52101	FICA	Leave Buyback	495.00
	Emergency Management	330402	001/330402	52201	Retirement	Leave Buyback	470.00
	Emergency Communications	330403	001/330403	51201	Salary	Leave Buyback	15,805.00
	Emergency Communications	330403	001/330403	52101	FICA	Leave Buyback	1,209.00
	Emergency Communications	330403	001/330403	52201	Retirement	Leave Buyback	1,147.00
	Public Safety Business Operations	330602	001/330602	51201	Salary	Leave Buyback	3,728.00
	Public Safety Business Operations	330602	001/330602	52101	FICA	Leave Buyback	285.00
	Public Safety Business Operations	330602	001/330602	52201	Retirement	Leave Buyback	271.00
	SRI/Public Safety	330801	001/330801	51201	Salary	Leave Buyback	2,683.00
	SRI/Public Safety	330801	001/330801	52101	FICA	Leave Buyback	205.00
	SRI/Public Safety	330801	001/330801	52201	Retirement	Leave Buyback	195.00
	Parks & Recreation	350220	001/350220	51201	Salary	Leave Buyback	3,406.00
	Parks & Recreation	350220	001/350220	52101	FICA	Leave Buyback	261.00
	Parks & Recreation	350220	001/350220	52201	Retirement	Leave Buyback	247.00
	Parks Maintenance	350226	001/350226	51201	Salary	Leave Buyback	17,521.00
	Parks Maintenance	350226	001/350226	52101	FICA	Leave Buyback	1,340.00
	Parks Maintenance	350226	001/350226	52201	Retirement	Leave Buyback	1,272.00
	Parks Programs	350232	001/350232	51201	Salary	Leave Buyback	1,830.00
	Parks Programs	350232	001/350232	52101	FICA	Leave Buyback	140.00
	Parks Programs	350232	001/350232	52201	Retirement	Leave Buyback	133.00
	Neighborhood & Human Services	370101	001/370101	51201	Salary	Leave Buyback	12,016.00
	Neighborhood & Human Services	370101	001/370101	52101	FICA	Leave Buyback	919.00
	Neighborhood & Human Services	370101	001/370101	52201	Retirement	Leave Buyback	872.00
	Public Information Office	380201	001/380201	51201	Salary	Leave Buyback	330.00
	Public Information Office	380201	001/380201	52101	FICA	Leave Buyback	25.00
	Public Information Office	380201	001/380201	52201	Retirement	Leave Buyback	24.00
	Supervisor of Elections	550101	001/550101	51201	Salary	Leave Buyback	14,952.00

<b>General Fund (001)</b>							
	Current Assets	55,760,665.01					
	Current Liabilities	5,589,988.79					
	Fund Balance	50,170,676.22					
	Less: Original Estimate	39,514,859.07					
	<b>Adjustment</b>	<b>\$10,655,817.15</b>					
	Transfers from F-103	1,624,943.00					
	<b>Total Adjustment:</b>	<b>12,280,760.15</b>					
				<b>Account</b>			
				<b>Code</b>			
	<b>Department</b>	<b>Cost Center</b>			<b>Title</b>	<b>Description</b>	<b>Amount</b>
<b>New Allocations</b>							
	Supervisor of Elections	550101	001/550101	52101	FICA	Leave Buyback	1,144.00
	Supervisor of Elections	550101	001/550101	52201	Retirement	Leave Buyback	1,085.00
	Information Technology	270111	001/270111	56401	Machinery & Equipment	Link Controllers	50,000.00
	Information Technology	270111	001/270111	56401	Machinery & Equipment	Network data storage	45,000.00
	Information Technology	270111	001/270111	56401	Machinery & Equipment	Servers	50,000.00
	Information Technology	270111	001/270111	56401	Machinery & Equipment	Email Filters/Gateway	40,000.00
	Information Technology	270111	001/270111	56401	Machinery & Equipment	PC/Laptop Replacement	241,000.00
	Public Works/SRI	211401	001/211401	56401	Machinery & Equipment	Beach Cleaner Cherrington 4500XL	50,000.00
	Public Works/SRI	211401	001/211401	56401	Machinery & Equipment	John Deere Tractor	43,000.00
	Public Works/SRI	211401	001/211401	56401	Machinery & Equipment	Elgin Pelican Sweeper	192,000.00
	Non-Departmental	110201	001/110201	56401	Machinery & Equipment	Cameras for the Downtown Parking Garage	10,000.00
	NRM/Mosquito Control	220701	001/220701	56401	Machinery & Equipment	Vectec Model Sprayer (3)	25,500.00
	NRM/Water Quality & Land Management	221001	001/221001	56401	Machinery & Equipment	Kawasaki ATV	12,000.00
	NRM/Water Quality & Land Management	221001	001/221001	56401	Machinery & Equipment	Enclosed Cargo Trailer	3,000.00
	NRM/Water Quality & Land Management	221001	001/221001	56401	Machinery & Equipment	9.9 HP Mercury 4-Stroke Boat Motor	2,900.00
						<b>Total:</b>	<b>12,280,760.00</b>

[illegible]

<b>Economic Development Fund (102)</b>								
	Current Assets	\$672,336						
	Current Liabilities	47,510						
	Fund Balance	624,826						
	Less: Original Estimate	388,770						
	Adjustment	\$236,056						
	Department	Cost Center	Object Code	Title	Rebudget Estimate	Rebudget Actual	Adjustment	Description
<b>Rebudget True-ups</b>								
	Nat Res Mgmt/RESTORE	102/360704	53401	Other Contractual Services	22,991	\$22,991.00	\$0.00	Manual Rebudget
	Econ Development	102/360704	56101	Land	2,600.00	2,600.00	\$0.00	TASK ORDER NO. 02.03.79.9
	Econ Development	102/360704	56101	Land	40,818.76	40,818.76	\$0.00	PD 12-13.065 "DESIGN SERV
	Econ Development	102/360704	53101	Professional Services	83,210.07	83,210.07	\$0.00	CONSULTING SERVICES FOR R
	Econ Development	102/360704	53101	Professional Services	39,150.00	39,150.00	\$0.00	COMMUNITY RECREATION AND
				Total Rebudget Adjustments	\$188,769.83		\$0.00	
<b>New Allocations</b>								
	Economic Development	360704	59801	Reserves			236,056	
				Total New Allocations			236,056	

	<b>Code Enforcement Fund (103)</b>						
	Current Assets	1,810,638.11					
	Current Liabilities	72,322.94					
	Fund Balance	1,738,315.17					
	Less: Original Estimate	0.00					
	<b>Adjustment</b>	<b>\$1,738,315.17</b>					
	Revenues	2,172,228.23					
	Expenses	2,391,714.17					
	Excess/(Deficiency)	(219,485.94)					
	Beginning Fund Balance	1,957,801.11					
	<b>Ending Fund Balance</b>	<b>1,738,315</b>					
		0					
	<b>Department</b>	<b>Cost Center</b>	<b>Account Code</b>			<b>Description</b>	
	<b>New Allocations - 2015</b>			<b>Title</b>	<b>Amount</b>		
	Code Enforcement	103/220110	59801	Reserves	100,033.00	Reserves	
	Code Enforcement	103/220110	59101	Transfers	1,624,943.00	Transfers to the General Fund	
	Code Enforcement	103/220110	51201	Salaries & Wages	11,608.00	Leave Buyback	
	Code Enforcement	103/220110	52101	FICA	888.00	Leave Buyback	
	Code Enforcement	103/220110	52201	Retirement	843.00	Leave Buyback	
					<b>1,738,315</b>		



<b>Mass Transit (104)</b>					
<b>Grant Balances:</b>	<b>2011 FTA</b>	<b>2012 FTA</b>	<b>2013 FTA</b>	<b>2013 FTA</b>	<b>Non-urbanized</b>
	FL90-X759	FL90-X804	FL90-X818	FL90-X825	<b>Transportation</b>
<b>Cost Center</b>	211210	211210	211210	211210	211210/211214
<b>Revenue</b>	331440	331465	331461	331463	
<b>Balance as of 9/30/15</b>	339,156	378,366	(16,044)	54,448	85,000
<b>Rebudgets</b>	-	378,366		54,448	
<b>SBA</b>	<b>339,156</b>	<b>-</b>	<b>(16,044)</b>	<b>-</b>	<b>85,000</b>
Current Assets	2,376,957.41				
Current Liabilities	<u>1,323,762.38</u>				
Fund Balance	1,053,195.03				
Reserve for Inventory	418,059.99				
Less: Original Estimate(FRCAST)	0.00				
Less: Balances	<b>408,112.00</b>				
<b>Fund Balance Adjustment</b>	<b>\$227,023.04</b>				
<b>Allocations for 2016</b>					
<b>Account Title</b>	<b>Fund/Cost Center</b>	<b>Account</b>	<b>Adjustment</b>	<b>Grant</b>	<b>Description</b>
Preventive Maintenance	104/211210	53407	339,156	2011 FL90-X759	Allocation of Grant Balance
Preventive Maintenance	104/211210	53407	(16,044)	2013 FL90-X818	Allocation of Grant Balance
Other Contractual Services	104/211210	53405	85,000	Non-urbanized Transport	Allocation of Grant Balance
Preventive Maintenance	104/211210	53407	<b>227,023</b>	Fund Balance	Fund Balance
<b>Adjustment Total</b>			<b>408,112</b>		

Mosquito State Fund (106)		FY2015		FY2014	FY2013	
	Current Assets	17,198.94		21,762.11	15,607.53	
	Current Liabilities	0.00		0.00	0.00	
	Fund Balance	17,199		21,762	15,608	
	Less: Original Estimate	0		0.00	0	
	Adjustment	17,199		21,762	15,608	
	check:					
	revenues	31,540.00		18,500.31	18,505.15	
	-exps	30,667.88		12,345.73	48,060.62	
	=wc	872		6,155	(29,555.47)	
	+beginning fb	16,327		15,608	45,163.00	
		17,199		21,762	15,608	
		0		0	0	
			Object			
	Department	Fund/Cost Center	Code	Account Title	Adjustment	Description
	New Allocations					
	Nat Res Mgmt/Mosquito	106/220703	59801	Reserves	15,199	Reserves
	Nat Res Mgmt/Mosquito	106/220703	51401	Overtime	2,000	Overtime
				Total	17,199	

<b>Tourist Development Tax (108)</b>		
	<b>3 Cents</b>	<b>4th Cent</b>
	<b>360101</b>	<b>360105</b>
	<b>3 Cents</b>	<b>4th Cents</b>
	<b>FY 14/15</b>	<b>FY 14/15</b>
	<b>Actuals</b>	<b>Actuals</b>
Tourist Development Tax	\$6,869,718	\$2,289,906
Interest	18,300	21,466
Miscellaneous Revenues	0	38,326
Total Revenue	6,888,018	2,349,698
African-American Heritage Society		24,987
Arts Culture and Entertainment (ACE)		987,500
ACTS		1,000
Banks Enterprises		10,000
Blue Angel Classic - Pensacola Futbol		5,000
Blue Jacket Jamboree		5,000
Boo Weekly Boo Fest		10,000
Bay Center	1,300,000	
Barrineau Park History		2,302
Downtown Improvement Board (DIB)		241,667
Filipino - America 2015 Fiesta		9,313
100 Black Men Leadership		1,200
Historic Preservation Society		76,560
Indirect Cost	284,589	94,864
Marine Recreation		170,463
Pensacola Voice - 50th Anniversary		5,000
Naval Aviation Museum		118,000
TACC - Pensacola Bay Area	4,820,672	529,682
PAR Four Charities - Golf Tournament		1,000
Pensacon		5,000
Pensacola Children's Choir - Seaplane		10,000
Pensacola Yacht Club - Dingy Championships		5,000
Sertoma		75,000
Santa Rosa Island Tourism		35,000
St Michaels		21,167
Summerfest		130,000
Snowball Derby		25,000
Tate Baseball - Aggie Classic		5,000
Vinyl Music Hall - XMAS Cabaret Event		6,000
Youth Association		5,000
Winterfest		8,000
Total Expenses	6,405,261	2,623,704
Excess/(Deficiency)	\$482,757	(274,006)
Beginning Fund Balance	3,432,011	2,425,153
Ending Fund Balance	3,914,768	2,151,146
Estimate	400,000	150,000
Recommended Adjustment to Reserves	300,000	250,000
<b>Adjustment</b>	<b>3,214,768</b>	<b>1,751,146</b>
(minus rebudgets)	1,278,220	310,963
<b>Net Available</b>	<b>1,936,548</b>	<b>1,440,183</b>
<b>New Allocations</b>		
Reserves	300,000	250,000
Marine Resources Leave Buyback CC:220805		3,485
BP Oil Spill Grant - revenue 334515		
TDT Revenue Bond Payment - Reserves	1,295,026	
BCC Microgrants		105,800
Tourism Promotion	641,522	1,330,898
<b>SBA</b>	<b>2,236,548</b>	<b>1,690,183</b>
<b>BP Oil Spill Grant: CC: 360103</b>	35,264	
	0	
Should have in the budget	35,264.00	
Actually have in the budget	0.00	
<b>Add this amount.</b>	<b>35,264.00</b>	

FUND 110 FUND BALANCE CALCULATION										
	FY2008	FY2009	FY2010	FY2011	FY2012	FY2013	FY2014	FY2015	FY2016	
CURRENT ASSETS	5,853,507.87	3,873,103.00	1,807,592.00	3,474,022.86	3,275,115.24	2,480,485.65	1,553,551.00	1,598,605.58	1,255,834.69	
CURRENT LIABILITIES	4,304,740.05	923,763.00	362,316.00	1,931,386.29	2,221,741.62	1,331,622.55	297,500.00	365,835.00	270,148.15	
ENDING FB	1,548,767.82	2,949,340.00	1,445,276.00	1,542,636.57	1,053,373.62	1,148,863.10	1,256,051.00	1,232,770.58	985,686.54	
-ESTIMATED FB (budgeted FB in current yr)	800,000.00	0.00	0.00	0.00	0.00	0.00	0.00	1,396,585.66	1,577,342.59	
adjust	748,767.82	2,949,340.00	1,445,276.00	1,542,636.57	1,053,373.62	1,148,863.10	1,256,051.00	(163,815.08)	(591,656.05)	
check:										
REV	12,811,943.00	8,548,992.00	4,069,841.00	5,908,253.47	7,504,306.35	9,963,077.72	2,697,414.00	2,326,447.02	1,492,745.80	
-EXPS	12,479,247.00	7,152,724.00	5,573,905.00	5,810,892.50	7,993,569.30	9,867,588.24	2,599,201.00	2,349,727.73	1,739,829.84	
	332,696.00	1,396,268.00	(1,504,064.00)	97,360.97	(489,262.95)	95,489.48	98,213.00	(23,280.71)	(247,084.04)	
+BEGINNING FB (ending FB from prvs yr)	1,216,071.00	1,553,072.00	2,949,340.00	1,445,276.00	1,542,636.57	1,053,373.62	1,157,838.05	1,256,051.29	1,232,770.58	
ENDING FB	1,548,767.00	2,949,340.00	1,445,276.00	1,542,636.97	1,053,373.62	1,148,863.10	1,256,051.00	1,232,770.58	985,686.54	
	0.82	0.00	0.00	(0.40)	0.00	0.00	(0.05)	0.00	0.00	
Allocation for FY2016: (not adjusting budget side of these cost centers because the budget is new \$\$)										
Non-department	110/110263	59801	253,181.46							
Drug Courts Emergency Funds-Donation	110/410567	58301	110,626.35							
FL Boating Improvement	110/220807	56301	377,881.03							
EMS County Award	110/330318	55201	136.86							
Drug Abuse Trust Fund	110/410559	53401	210,383.61							
Traffic Infractions Hearing Officer	110/410512	59801	0.00							
Domestic Security	110/330459	53401	0.00							
Glynn Key Private Donation	110/221002	54601	12,978.47							
Forensic Mental Health	110/290501	51201	5,010.15							
Federal Elections Activity	110/550125	54801	13,404.60							
Hazardous Materials Plan #12CP03012701187	110/330323	55201	0.00							
Salaries	110/330413	51201	2,084.01	Leave buy back						
Salaries		51201		Leave buy back						
Salaries		51201		Leave buy back						
			985,686.54							

<b>Fund 111 - Detention/Jail Commissary</b>						
Current Assets	1,575,019.98					
Current Liabilities	164,660.08					
	1,410,359.90					
Less: Est Fund Balance	0.00					
Less: Rebudgets	0.00					
<b>SBA Adjustment</b>	<b>1,410,360</b>					
check:						
Revenues	1,025,566.90					
Less: Expenses	717,728.22					
=wc	307,838.68					
Fund Balance	1,102,521.22					
check:	<b>1,410,360</b>					
		<b>Object</b>				
<b>Department</b>	<b>Fund/Cost Center</b>	<b>Code</b>	<b>Account Title</b>	<b>Adjustment</b>	<b>Description</b>	
Detention/Jail Commissary	111/290406	51201	Salaries	2,147	Leave Buyback	
Detention/Jail Commissary	111/290406	59801	Reserves	1,408,213	Reserves	
			<b>Total</b>	<b>1,410,360</b>		

<b>LIBRARY FUND (113)</b>					
		<b>Library</b>	<b>Grants</b>	<b>Grants</b>	
<b>Cost Centers:</b>	<b>Library</b>	<b>Donations</b>	<b>BIG Read</b>	<b>MOMS</b>	<b>Total:</b>
Revenues	5,253,650.37	22,976.68	15,000.00	1,886.87	5,293,513.92
Interest	20,985.51				20,985.51
Interest Unrealized GL	9,083.92				9,083.92
Miscellaneous	<u>322.62</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	322.62
<b>Total Revenues</b>	<b>5,284,042.42</b>	<b>22,976.68</b>	<b>15,000.00</b>	<b>1,886.87</b>	<b>5,323,905.97</b>
Expenses	<u>4,820,963.14</u>	<u>14,759.25</u>	<u>15,000.00</u>	<u>1,886.87</u>	
<b>Total Expenses</b>	<b>4,820,963.14</b>	<b>14,759.25</b>	<b>15,000.00</b>	<b>1,886.87</b>	<b>4,852,609.26</b>
Excess/(Deficiency)	463,079.28	8,217.43	0.00	0.00	471,296.71
Beginning Fund Balance	1,226,565.10	112,056.15	0.00	0.00	1,338,621.25
Ending Fund Balance	1,689,644.38	120,273.58	0.00	0.00	1,809,917.96
Minus Re-budgets	(124,308.33)	(104,982.90)		(4,113.00)	(233,404.23)
Minus Budget Adj				4,113.00	4,113.00
Minus Budgeted FB					0.00
<b>SBA Amount</b>	<b>1,565,336.05</b>	<b>15,290.68</b>	<b>0.00</b>	<b>0.00</b>	<b>1,580,626.73</b>
<b>Expense Allocations:</b>	<b>Fund:</b>			<b>Account:</b>	
Reserves	113	113/110501	1,521,633	59801	Reserves
Salaries	113	113/110501	36,224	51201	Leave Buyback
FICA	113	113/110501	2,771	52101	Leave Buyback
Retirement	113	113/110501	2,630	52201	Leave Buyback
Salaries	113	113/110503	1,809	51201	Leave Buyback
FICA	113	113/110503	138	52101	Leave Buyback
Retirement	113	113/110503	131	52201	Leave Buyback
Reserves	113	113/110504	15,291	59801	Library Donations
		Total:	<b>\$1,580,627</b>		

<b>Community Corrections (114)</b>				
<b>Net Income/Loss by Program</b>				
<b>Misdemeanor Probation (290301)</b>				
<b>Revenues:</b>				
Cost of Supervision (348681)	655,632			
Pre-Sentence Investigation (348683)	75			
Pre-Court Supervision (348689)	285			
MP/CCP Urinalysis (349229)	34,586			
Process Servers (359008)	15,800			
Interest (361001)	14,223			
Interest Unrealized G/L (361008)	6,157			
Interest other than Invest (361002)	0			
Sale of Equipment (364002)	0			
Misc. Revenue (369001)	46,614			
Prior Year Refund (369004)	0			
Insurance Proceeds (369008)	0			
Transfer from 001	0			
Reimbursements (369401)	0			
Recovery of Bad Debt	0			
<b>Total Revenues</b>	<b>773,372</b>			
<b>Expenses:</b>				
Personnel	944,972			
Operating	269,839			
Capital	0			
Transfers	1,200,000			
<b>Total Expenses</b>	<b>2,414,812</b>			
<b>Net Income/Loss</b>	<b>(1,641,440)</b>			
<b>Community Confinement (290303)</b>				
<b>Revenues:</b>				
Electric Monitoring (348684)	234,896			
Breath Testing (348687)	15,168			
Community Confinement (349002)	2,753			
<b>Total Revenues</b>	<b>252,817</b>			
<b>Expenses:</b>				
Personnel	0			
Operating	0			
Capital	0			
<b>Total Expenses</b>	<b>0</b>			
<b>Net Income/Loss</b>	<b>252,817</b>			
<b>Pre-Trial Diversion (290306)</b>				
<b>Revenues:</b>				
Pre-Trial Diversion (348680)	211,073			
<b>Expenses:</b>				
Personnel	223,159			
Operating	9,551			
Capital	0			
<b>Total Expenses</b>	<b>232,710</b>			
<b>Net Income/Loss</b>	<b>(21,637)</b>			
<b>Check Restitution (290302)</b>				
<b>Revenues:</b>				
Check Restitution (348685)	87,823			
Check Restitution Program (337201)	0			
<b>Total Revenues</b>	<b>87,823</b>			
<b>Expenses:</b>				
Personnel	100,582			
Operating	7,992			
Capital	0			
<b>Total Expenses</b>	<b>108,574</b>			
<b>Net Income/Loss</b>	<b>(20,752)</b>			

<b>Community Corrections (114)</b>				
<b>Net Income/Loss by Program</b>				
<b>Community Service Work (290304)</b>				
<b>Revenues:</b>				
Community Service Work (348686)	171,470			
<b>Expenses:</b>				
Personnel	45,670			
Operating	0			
Capital	0			
<b>Total Expenses</b>	<b>45,670</b>			
<b>Net Income/Loss</b>	<b>125,800</b>			
<b>Work Release (290305)</b>				
<b>Revenues:</b>				
Work Release Waiting List (348688)	500			
Residential Probation (349003)	2,149,857			
Locker Rental (369925)	10,253			
<b>Total Revenues</b>	<b>2,160,610</b>			
<b>Expenses:</b>				
Personnel	426,506			
Operating	309,377			
Capital	0			
Transfers for Debt Service	0			
<b>Total Expenses</b>	<b>735,883</b>			
<b>Net Income</b>	<b>1,424,727</b>			
Total Revenues From Programs	\$3,657,164			
Total Expenses From Programs	3,537,649			
Net Income from all Programs	119,515			
Beginning Fund Balance	\$1,364,164			
Ending Fund Balance	\$1,483,679			
Estimated Funding Balance (FRCAST016)	271,794			
Rebudgets	0			
Adjustment Needed	1,211,885			
<b>Total Allocations</b>	<b>\$1,211,885.23</b>			
<b>Allocations for 2016</b>				
<b>Account Title</b>	<b>Fund/Cost Center</b>	<b>Account</b>	<b>Adjustment</b>	
Salaries	114/290301	51201	22,750	Leave Buyback
FICA	114/290301	52101	1,740	Leave Buyback
Retirement	114/290301	52201	1,652	Leave Buyback
Salaries	114/290302	51201	111	Leave Buyback
FICA	114/290302	52101	8	Leave Buyback
Retirement	114/290302	52201	8	Leave Buyback
Salaries	114/290305	51201	8,589	Leave Buyback
FICA	114/290305	52101	657	Leave Buyback
Retirement	114/290305	52201	1,487	Leave Buyback
Salaries	114/290306	51201	3,626	Leave Buyback
FICA	114/290306	52101	277	Leave Buyback
Retirement	114/290306	52201	263	Leave Buyback
Reserves	114/290301	59801	1,170,717	Reserves
			<b>1,211,885</b>	



2015 Article V Fund																															
COST CENTERS:		410802	410701	410501	410514	410502	410505	410507	540112	290206	410503	410407	410306	410513	410517	410506	110256	410515	410309	410412	410516	410310	410413	410311	410414	410312	410415	410901	410518		
		25%	25%	25%	25%	\$3		Other			\$1.00	\$0.40	\$0.60				Facility	\$1.00	\$0.60	\$0.40	\$1.00	\$0.60	\$0.40	State	Public		\$0.40	Regional	410518		
		Legal Aide	Law Library	Local Options	Juvenile Programs	Teen Court	Court Security	ART V Costs	Deputy Training	Criminal Justice	Court Technology	Public Defender	Juvenile Attorney	Judicial Network	Walton Tech	Court Administ	\$30 Fee	S-Rosa Technology	S-Rosa S.A.	S-Rosa P.D.	Okaloosa Technology	Okaloosa S.A.	Okaloosa P.D.	Attorney Comm.	Defender Comm.	Walton S.A.	Walton P.D.	Conflict Counsel	Crt. Mental Health	TOTAL	
Revenues:	Actuals	87,555.01	87,554.99	87,555.00	87,555.03	96,588.28			62,518.13	79,361.10	214,825.78	85,930.31	128,895.47		6,647.00		992,435.04	173,681.39	104,208.83	69,472.56	189,458.77	113,675.26	75,763.51			91,809.79	61,206.52		0.00	2,896,717.76	
	Clerk Adj to Actual Revenues DTOG																	(22,517.90)	(13,510.74)	(9,007.16)	(4,477.77)	(2,696.05)	(1,791.11)			18,593.39	(12,393.32)			(84,964.65)	
	Transfer from General Fund 001																														0.00
	Regional Conflict Counsel																														0.00
	Insurance Proceeds																														0.00
	Prior Year Refund																														0.00
	Reimbursements																														0.00
	PV Interest Adj to FB																														0.00
Interest								45,216.57																							45,216.57
Total Revenues		87,555.01	87,554.99	87,555.00	87,555.03	96,588.28	0.00	45,216.57	62,518.13	79,361.10	214,825.78	85,930.31	128,895.47	0.00	6,647.00	0.00	992,435.04	151,163.49	90,698.09	60,465.40	184,981.00	110,988.60	73,992.40	0.00	0.00	73,225.80	48,817.20	0.00	0.00	2,856,968.68	
Expenses:																															
Expenses		124,688.00	87,554.99	237,532.37	25,478.77	68,288.38	331,039.79	4,602.50	9,330.00	83,357.61	266,948.60	116,519.28	224,851.40	0.00	0.00	28,213.24	745,750.00	151,699.76	114,502.52	81,160.49	122,391.32	160,763.35	95,040.86	30,598.91	7,407.37	94,565.29	65,098.02			66,705.94	3,344,088.76
Total Expenses		124,688.00	87,554.99	237,532.37	25,478.77	68,288.38	331,039.79	4,602.50	9,330.00	83,357.61	266,948.60	116,519.28	224,851.40	0.00	0.00	28,213.24	745,750.00	151,699.76	114,502.52	81,160.49	122,391.32	160,763.35	95,040.86	30,598.91	7,407.37	94,565.29	65,098.02	0.00		66,705.94	3,344,088.76
Net Income		(37,133)	0	(149,977)	62,076	28,300	(331,040)	40,614	53,188	(3,997)	(52,123)	(30,589)	(95,956)	0	6,647	(28,213)	246,685	(536)	(23,804)	(20,695)	62,590	(49,775)	(21,048)	(30,599)	(7,407)	(21,339)	(16,281)	0	(66,706)	(487,119)	
Beginning Fund Balance		21,370	22,032	363,464	574,702	544,799	113,677	1,229,593	311,652	300,600	139,563	87,126	41,995	0	19,513	39,275	0	193,840	48,767	34,781	199,777	139,559	124,057	2,299	17,312	79,493	25,795	(0)	11,957	4,676,819	
Ending Fund Balance		(15,763)	22,032	203,487	636,778	573,099	(217,362)	1,516,893	364,840	296,604	87,480	56,536	(53,961)	0	26,160	11,062	0	193,104	24,962	14,086	262,366	89,784	103,008	(28,300)	9,905	58,153	9,514	(0)	(54,748)	4,189,700	
(less) Estimate (Cur Year)				(124,034)		(275,000)	(24,475)	(10,000)		(188,235)	(32,136)	(135,830)	(17,000)								(30,617)	(40,890)	(43,675)	(36,711)	(8,120)	(26,975)	(450)		(993,147)		
FUND BALANCE ADJUSTMENT		(515,763)	\$22,032	\$79,453	\$636,778	\$298,099	\$(241,837)	\$1,506,893	\$364,840	\$296,604	\$(100,775)	\$24,403	\$(169,791)	\$0	\$26,160	\$(65,930)	\$0	\$193,104	\$24,962	\$14,086	\$231,749	\$48,894	\$59,333	\$(64,011)	\$1,785	\$31,178	\$9,054	\$(0)	\$(54,748)	3,196,553	
New Allocations		115/410802	58101		0			Description																							
	Aids to Governmental Agencies	115/410802	58101		0			Legal Aid																							
	Aids to Governmental Agencies	115/410701	54501		(0)			Law Library																							
	Insurance	115/410701	54501		0			Insurance																							
	Reserves	115/410501	59801		739,263			Reserves																							
	Reserves	115/410514	51201		0			Reserves																							
	Reserves	115/410502	59801		298,099			Reserves																							
	Reserves	115/410505	59801	(0)				Reserves																							
	Reserves	115/410507	59801		834,030			Reserves																							
	Reserves	115/540112	59801		364,840			Reserves																							
	Reserves	115/290206	59801		296,604			Reserves																							
	Reserves	115/410503	59801		0			Reserves																							
	Reserves	115/410407	59801		24,403			Reserves																							
	Reserves	115/410306	59801	(0)				Reserves																							
	Salaries	115/410517	51201		26,160			Walton Crt. Tech is only personnel dollars, these funds will be placed back into personnel.																							
	Reserves	115/410506	59801		0			Reserves																							
	Reserves	115/410515	59801		183,104			Reserves																							
	Other Contractual Services	115/410309	53401		24,962			Other Contractual Services																							
	Reserves	115/410412	59801		14,086			Reserves																							
	Reserves	115/410516	59801		231,749			Reserves																							
	Other Contractual Services	115/410310	53401		20,894			Other Contractual Services																							
	Operating Supplies	115/410310	55201		28,000			Operating Supplies																							
	Reserves	115/410413	59801		59,333			Reserves																							
	Reserves	115/410311	59801	(0)				Reserves																							
	Reserves	115/410414	59801		1,785			Reserves																							
	Reserves	115/410312	59801		31,178			Reserves																							
	Reserves	115/410415	59801		9,064			Reserves																							
	Reserves	115/410901	59801	(0)				Reserves																							
	Reserves	115/410518	59801	(0)				Reserves																							
Total New Allocations					3,196,553																										

<b>Fund 116</b>							
	<b>FY2010</b>	<b>FY2011</b>	<b>FY2012</b>	<b>FY2013</b>	<b>FY2014</b>	<b>FY2015</b>	<b>FY2016</b>
CURRENT ASSETS	\$92,861	61,601	\$119,513	\$129,445	\$263,961	\$394,833	\$595,819
CURRENT LIABILITIES	15,878	13,923	8,546	8,213	13,427	14,625	15,072
ENDING FB for prvs yr, Begn FB current yr	76,983.00	47,678	110,967	121,232	250,534	380,208	580,747
-ESTIMATED FB (budgeted FB in current yr)	0.00	0	0	3,200.00	0.00	0.00	0.00
adjustment	76,983.00	47,678	110,967	118,032	250,534	380,208	<b>580,747</b>
check:							
REV	\$389,288	269,172	\$298,807	\$252,594	\$484,610	\$523,148	\$584,750
-EXPS	312,305	298,477	235,518	242,329	356,722	393,473	384,211
	76,983.00	-29,305	63,289	10,265	127,887	129,675	200,538
+BEGINNING FB	0.00	76,983	47,678	110,967	122,647	250,534	380,208
ENDING FB	76,983.00	47,678	110,967	121,232	250,534	380,209	580,747
	0.00	0	0	0	0	0	0
<b>New Allocations:</b>							
<b>Account Title</b>	<b>Fund/CC</b>	<b>Account</b>	<b>Adjustment</b>				
Reserves	116/240302	59801	570,445				
Salaries	116/240302	51201	8,965	Leave buy back			
FICA	116/240302	52101	686	Leave buy back			
Retirement	116/240302	52201	651	Leave buy back			
			<b>580,747</b>				

<b>Perdido Key Mouse In-Lieu Fee (Fund 117):</b>					
Current Assets	227,902.20				
Current Liabilities	0.00				
Fund Balance	227,902.20				
Less: Original Estimate	0.00				
Adjustment	\$227,902.20				
check:					
revenues	2,121,052.83				
-exps	2,061,780.00				
=wc	59,272.83				
+beginning fb	168,629.37				
	227,902.20				
	0.00				
-Rebudgets	0.00				
Adjustment	227,902.20				
<b>Department</b>	<b>Cost Center</b>	<b>Object Code</b>	<b>Title</b>	<b>Adjustment</b>	<b>Description</b>
<b>New Allocations</b>					
NESD	117/220335	55201	Operating Supplies	227,902	Perdido Key Mouse Operating
			<b>Total New Allocations</b>	<b>227,902</b>	

<b>Law Enforcement Trust (121)</b>						
	Current Assets	\$686,055.98				
	Current Liabilities	0.00				
	Fund Balance	686,055.98				
	Less: Original Estimate	500,000.00				
	Adjustment	<b>\$186,055.98</b>				
	<b>Department</b>	<b>Cost Center</b>	<b>Object Code</b>	<b>Title</b>	<b>Adjustment</b>	<b>Description</b>
<b>New Allocations</b>						
	Law Enf Trust Fund	121/540103	53101	Professional Services	10,000	Professional Services
	Law Enf Trust Fund	121/540103	54201	Postage	2,000	Postage
	Law Enf Trust Fund	121/540103	54601	R & M	2,000	R & M
	Law Enf Trust Fund	121/540103	54801	Promotional	5,000	Promotional
	Law Enf Trust Fund	121/540103	54901	Other Current Charges	5,000	Other Current Charges
	Law Enf Trust Fund	121/540103	53501	Investigations	10,000	Investigations
	Law Enf Trust Fund	121/540103	55201	Operating Supplies	10,000	Operating Supplies
	Law Enf Trust Fund	121/540103	56401	Machinery	42,056	Machinery
	Law Enf Trust Fund	121/540103	58201	Aids to Private Organizatio	100,000	Aids to Private Organizations
				<b>Total New Allocations</b>	<b>186,056</b>	

<b>ESCAMBIA AFFORDABLE HOUSING (124)</b>							
	Current Assets	\$1,516,358					
	Current Liabilities	0					
	Fund Balance	1,516,358					
	Less: Estimated Fund Balance (FRCAST016)	1,485,763					
	Adjustment	<b>\$30,595</b>					
	<b>Allocations:</b>			<b>Account:</b>			
	Reserves	124/370290	30,595	59801			
		Total:	<b>\$30,595</b>				

<b>Handicapped Parking (130)</b>					
	Current Assets	\$293,919			
	Current Liabilities	378			
	Fund Balance	293,541			
	Less: Original Estimate	0			
	Adjustment	<b>\$293,541</b>			
<b>Allocations:</b>			<b>Account:</b>	<b>CC:</b>	
	1/3 to Handicapped Enforcement Reserves	97,847	59801	130/540104	
	2/3 for ADA programs Reserves	195,694	59801	130/150102	
		Total:	<b>\$293,541</b>		

<b>Family Mediation Fund (131)</b>					
	Current Assets	\$107,664.09			
	Current Liabilities	350.00			
	Fund Balance	107,314.09			
	Less: Original Estimate	80,000.00			
	Adjustment	<b>27,314</b>			
<b>Allocations:</b>			<b>Fund/CC</b>	<b>Account:</b>	
	Family Mediation	Reserves	131/410141	59801	27,314
		Total:			<b>\$27,314</b>

<b>Fire Protection Fund (143)</b>					
	<b>FY2016</b>				
Current Assets	\$3,560,519				
Current Liabilities	484,249				
	<b>3,076,270</b>				
Revenues	\$12,133,051				
Expenses	12,950,784				
Excess/(Deficiency)	<b>(817,733)</b>				
Fund Balance	3,894,003				
Reserves for Encumbrances	179,646				
Encumbrances	179,646				
	<b>3,076,270</b>				
	3,076,270				
15/16 Rebudgets	179,646				
FRCAS016	2,695,139				
<b>Adjustment</b>	<b>201,485</b>				
<b>New Allocations:</b>					
<b>Account Title</b>	<b>Fund/Cost Center</b>	<b>Account</b>	<b>Adjustment</b>		
Reserves	143/330206	59801	58,498	Reserves	
Salaries	143/330206	51201	100,742	Leave Buyback	
FICA	143/330206	52101	7,707	Leave Buyback	
Retirement	143/330206	52201	21,302	Leave Buyback	
Salaries	143/330209	51201	10,206	Leave Buyback	
FICA	143/330209	52101	781	Leave Buyback	
Retirement	143/330209	52201	2,249	Leave Buyback	
			<b>201,485</b>		



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HUD-CDBG HOUSING REHAB (146)							
	Current Assets	\$50,787					
	Current Liabilities	0					
	Fund Balance	50,787					
	Less: Estimated Fund Balance	0					
	Adjustment	<b>\$50,787</b>					
<b>New Allocations:</b>		<b>Fund/CC</b>	<b>Account:</b>				
	Reserves	146/370291	59801	50,787			
			Total:	<b>\$50,787</b>			

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<b>Southwest Sector CRA (152)</b>					
	Current Assets	\$857,115			
	Current Liabilities	0			
	Fund Balance	857,115			
	Less: Original Estimate	0			
	Adjustment	\$857,115			
	Revenues	\$10,870			
	Expenses	256,763			
	Excess/(Deficiency)	(245,893)			
	Beginning Fund Balance	1,103,008			
	Ending Fund Balance	857,115			
	Minus Rebudgets	846,245.00			
	SBA Adj.	10,870.12			
	Grant Balance:				
	Blue Angel 334419	0			
	Sorrento 334440	0			
	Perdido Key 334447	0			
	Total:	0			
	<b>Re-Budgets:</b>				
	Improvements other than Buildings	56301	152/110269	846,245.00	Southwest Sector (Sorrer
	<b>Total:</b>			846,245.00	
<b>New Allocations</b>					
	Southwest Sector CRA	152/110269	56301	Improvements Other Than Buildings	10,870
				<b>Total New Allocations</b>	<b>10,870</b>

<b>Bob Sikes Toll Bridge (167)</b>								
	Current Assets	\$1,842,608						
	Current Liabilities	102,532						
	Fund Balance	1,740,077						
	Less: Original Estimate	2,108,676						
	Adjustment	<b>(\$368,599)</b>						
			<b>Object</b>		<b>Rebudget</b>	<b>Rebudget</b>		
	<b>Department</b>	<b>Cost Center</b>	<b>Code</b>	<b>Title</b>	<b>Estimate</b>	<b>Actual</b>	<b>Adjustment</b>	<b>Description</b>
<b>Rebudget True-ups</b>								
	Bob Sikes Toll Facility	167/140301	56401	Machinery & Equipment	5,000.00	5,000.00	\$0.00	Bob Sikes Bridge
	Public Works/Bob Sikes T	167/140301	56401	Machinery and Equipment	91,992.00	91,992.00	\$0.00	Bob Sikes Bridge
	Engineering	167/140301	54601	Repair & Maintenance	50,700.35	50,700.35	\$0.00	Bob Sikes Bridge
	Engineering	167/140301	56401	Machinery and Equipment	19,421.15	19,421.15	\$0.00	Bob Sikes Bridge
	Engineering	167/140301	56401	Machinery and Equipment	1,675,379.02	1,675,379.02	\$0.00	Bob Sikes Bridge
	Engineering	167/140302	56301	IOTB	227,280.29	227,280.29	\$0.00	Bob Sikes Bridge
	Engineering	167/140302	54601	Repair & Maintenance	38,903.00	38,903.00	\$0.00	Bob Sikes Bridge
				<b>Total Rebudget Adjustments</b>	<b>\$2,108,675.81</b>		<b>0.00</b>	
<b>New Allocations</b>								
	Toll Bridge	167/140302	59801	Reserves			<b>(373,579)</b>	Bob Sikes Toll Bridge/Renewal & Replacement reserve
	Toll Bridge	167/140301	51201	Salaries			4,980	Leave Buyback
				<b>Total New Allocations</b>			<b>(\$368,599)</b>	

Transportation Trust Fund (175)						
				Inmate Commissary:		
	Current Assets	4,751,557.06	Revenues	312,461.33		
	Current Liabilities	1,160,360.54	(-) expenses	(279,491.57)		
			Prior Yr FB	93,303.00		
	Fund Balance	3,591,196.52				
	Less: Original Estimate	1,429,847.61				
	Adjustment	\$2,161,348.91	Adjustment	126,273.00		
	Reduction in F-001 T-fer	(426,729)				
	Total Adjustments:	1,734,620				
			Account			
			Code			
	Department	Cost Center		Title	Amount	Description
New Allocations						
	Roads & Bridges	175/211101	59801	Reserves	123,727.00	Reserves
	Road Prison Commissary	175/290205	59801	Reserves	126,273.00	Commissary Reserves
	Roads & Bridges	175/210401	51201	Salaries & Wages	10,260.00	Leave Buyback
	Roads & Bridges	175/210401	52101	FICA	785.00	Leave Buyback
	Road Maintenance	175/210401	52201	Retirement	745.00	Leave Buyback
	Road Maintenance	175/210402	51201	Salaries & Wages	64,218.00	Leave Buyback
	Road Maintenance	175/210402	52101	FICA	4,913.00	Leave Buyback
	Holding Ponds	175/210402	52201	Retirement	4,662.00	Leave Buyback
	Holding Ponds	175/210403	51201	Salaries & Wages	8,180.00	Leave Buyback
	Holding Ponds	175/210403	52101	FICA	626.00	Leave Buyback
	Sign Maintenance	175/210403	52201	Retirement	594.00	Leave Buyback
	Sign Maintenance	175/210404	51201	Salaries & Wages	7,207.00	Leave Buyback
	Sign Maintenance	175/210404	52101	FICA	551.00	Leave Buyback
	Fleet Maintenance	175/210404	52201	Retirement	523.00	Leave Buyback
	Fleet Maintenance	175/210405	51201	Salaries & Wages	24,693.00	Leave Buyback
	Fleet Maintenance	175/210405	52101	FICA	1,889.00	Leave Buyback
	Engineering	175/210405	52201	Retirement	1,793.00	Leave Buyback
	Engineering	175/211101	51201	Salaries & Wages	39,995.00	Leave Buyback
	Engineering	175/211101	52101	FICA	3,060.00	Leave Buyback
	Traffic Operations	175/211101	52201	Retirement	2,904.00	Leave Buyback
	Traffic Operations	175/211201	51201	Salaries & Wages	30,173.00	Leave Buyback
	Traffic Operations	175/211201	52101	FICA	2,308.00	Leave Buyback
	Road Prison	175/211201	52201	Retirement	2,190.00	Leave Buyback
	Road Prison	175/290202	51201	Salaries & Wages	87,150.00	Leave Buyback
	Road Prison	175/290202	52101	FICA	6,667.00	Leave Buyback
	Road Maintenance	175/290202	52201	Retirement	18,534.00	Leave Buyback
	Road Maintenance	175/210402	56401	Machinery & Equipment	254,000.00	Tractor Boom Axe (2)
	Road Maintenance	175/210402	56401	Machinery & Equipment	248,000.00	Aebi Slope Mower (2)
	Road Maintenance	175/210402	56401	Machinery & Equipment	120,000.00	Truck Ford F750 Asphalt Patch
	Road Maintenance	175/210402	56401	Machinery & Equipment	208,000.00	Truck Crew Ford F800 (2)
	Road Maintenance	175/210402	56401	Machinery & Equipment	100,000.00	Truck Pickup Ford F150 Reg Cab (4)
	Road Maintenance	175/210402	56401	Machinery & Equipment	68,000.00	Truck Pickup Ford F250 Super Cab (2)
	Road Maintenance	175/210402	56401	Machinery & Equipment	27,000.00	Truck Pickup Ford F150 Super Cab 4x4
	Road Maintenance	175/210402	56401	Machinery & Equipment	38,000.00	Bushhg (2)
	Road Maintenance	175/210402	56401	Machinery & Equipment	55,000.00	BC1800A Chipper Vermeer
	Road Maintenance	175/210402	56401	Machinery & Equipment	22,000.00	Tractor Ford 6610
	Road Maintenance	175/210402	56401	Machinery & Equipment	20,000.00	Roll-Off Containers (4)

Transportation Trust Fund (175)						
				Inmate Commissary:		
	Current Assets	4,751,557.06	Revenues	312,461.33		
	Current Liabilities	1,160,360.54	(-) expenses	(279,491.57)		
			Prior Yr FB	93,303.00		
	Fund Balance	3,591,196.52				
	Less: Original Estimate	1,429,847.61				
	Adjustment	\$2,161,348.91	Adjustment	126,273.00		
	Reduction in F-001 T-fer	(426,729)				
	Total Adjustments:	1,734,620				
			Account			
	Department	Cost Center	Code	Title	Amount	Description
New Allocations						
	Roads & Bridges	175/211101	59801	Reserves	123,727.00	Reserves
	Road Prison Commissary	175/290205	59801	Reserves	126,273.00	Commissary Reserves
	Roads & Bridges	175/210401	51201	Salaries & Wages	10,260.00	Leave Buyback
	Traffic Operations	175/211101	51201	Salaries & Wages	94,099.00	New Engineering Specialist and Engineering Tech Positions. Positions are funded thru FDOT Grants. Positions will be eliminated if the grants are no longer received.
	Traffic Operations	175/211101	53101	Professional Services	(94,099.00)	New Engineering Specialist and Engineering Tech Positions. Positions are funded thru FDOT Grants. Positions will be eliminated if the grants are no longer received.
				Total:	1,734,620.00	

FUND 177 FUND BALANCE CALCULATION								
	<u>FY09</u>	<u>FY2010</u>	<u>FY2011</u>	<u>FY2012</u>	<u>FY2013</u>	<u>FY2014</u>	<u>FY2015</u>	<u>FY2016</u>
CURRENT ASSETS	256,626.00	282,707.84	492,894.32	723,799.08	859,607.38	951,235.00	1,059,315.23	1,105,741.62
CURRENT LIABILITIES	<u>63,867.00</u>	<u>27,708.59</u>	<u>372,508.96</u>	<u>338,766.34</u>	<u>310,651.68</u>	<u>745,527.00</u>	<u>714,489.77</u>	<u>653,923.72</u>
FB	192,759.00	254,999.25	120,385.36	385,032.74	548,955.70	205,708.00	344,825.46	451,817.90
-ESTIMATED FB (budgeted FB in current yr)	10,000.00	17,449.48	10,000.00	10,002.00	48,762.00	48,571.00	50,677.00	53,403.00
adjust	<b>182,759.00</b>	<b>237,549.77</b>	110,385.36	375,030.74	500,193.70	157,137.00	<b>294,148.46</b>	<b>398,414.90</b>
check:								
REV	548,775.00	603,720.55	761,691.87	841,962.38	802,164.87	834,071.00	830,992.10	831,702.39
-EXPS	<u>533,187.00</u>	<u>541,480.30</u>	<u>896,305.76</u>	<u>577,315.00</u>	<u>638,241.91</u>	<u>1,186,688.00</u>	<u>691,874.82</u>	<u>724,709.95</u>
	15,588.00	62,240.25	(134,613.89)	264,647.38	163,922.96	(352,617.00)	139,117.28	106,992.44
+BEGINNING FB (ending FB from prvs yr)	177,169.00	192,759.00	254,999.25	120,385.36	385,032.74	558,325.00	205,708.18	344,825.46
ENDING FB	192,757.00	254,999.25	120,385.36	385,032.74	548,955.70	205,708.00	344,825.46	451,817.90
	2.00	0.00	0.00	(0.00)	0.00	0.00	0.00	0.00
			Total New Allocations		398,415			
<u>FY2016 Allocation:</u>		<u>Cost Center</u>	<u>Code</u>	<u>Title</u>	<u>Adjustment</u>			
	Innerarity Debt Svc	140963	59801	Reserves	(1,584) take from 363299			
	Deerfield Debt Svc	140999	59801	Reserves	(554) take from 363309			
	MSBU Reserves	140572	59801	Reserves	400,553			
					<b>\$398,415</b>			



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<b>Local Option Sales Tax III</b>								
		<b>Fund 352</b>	<b>IHMC</b>	<b>SRI Beach Renourishment</b>	<b>Total</b>			
	Fund Balance	80,208,581.35	8,106,869.00	6,375,000.00				
	Less: Original Estimate	83,865,111.47	0	0				
	<b>Adjustment</b>	<b>(\$3,656,530.12)</b>	\$8,106,869.00	\$6,375,000.00				
	<b>Total Adjustments:</b>	<b>(3,656,530)</b>	<b>8,106,869</b>	<b>6,375,000</b>	<b>10,825,339</b>			
<b>Revenue</b>								
						<b>Rebudget</b>		
	<b>Department</b>		<b>Account</b>	<b>Title</b>	<b>Estimate</b>	<b>Actual</b>	<b>Adjustment</b>	<b>Description</b>
			389901	Estimated Fund Balance	83,865,111.00	80,208,581.00	<b>10,825,338.88</b>	Fund Balance True-up
			334448	LAP-Crabtree Church Road	0.00	1,275,333.00	1,275,333.00	LAP-Crabtree Church Road
			334451	LAP-Jacks Branch Road	0.00	611,071.52	611,071.52	LAP-Jacks Branch Road
			331413	LAP-Myrtle Grove Sidewalks	0.00	774,088.21	774,088.21	LAP-Myrtle Grove Sidewalks
			334491	LAP-CR196 Paved Shoulders	0.00	1,624,000.00	1,624,000.00	LAP-CR196 Paved Shoulders
			334492	LAP-CR99 Paved Shoulders	0.00	3,376,000.00	3,376,000.00	LAP-CR99 Paved Shoulders
			334498	LAP-CR295A Corry Field Road	0.00	1,027,967.00	1,027,967.00	LAP-CR295A Corry Field Road
			334392	JPA-Navy Blvd.	0.00	200,000.00	200,000.00	JPA-Navy Blvd.
			334453	EDTPFA - Muscogee Road	0.00	1,950,000.00	1,950,000.00	EDTPFA - Muscogee Road
			369401	Reimbursements - Olive Road	0.00	853,750.95	853,750.95	Reimbursements - Olive Road
			334732	FWC Land Acquisition	0.00	90,631.00	90,631.00	FWC Land Acquisition
			331319	Maplewoods Drainage	0.00	137,226.05	137,226.05	Maplewoods Drainage
			334734	FWC Artificial Reef	0.00	100,000.00	100,000.00	FWC Artificial Reef
<b>Total</b>							<b>\$22,845,406.61</b>	
	<b>Department</b>	<b>Cost Center</b>	<b>Account</b>	<b>Title</b>	<b>Estimate</b>	<b>Rebudget Actual</b>	<b>Adjustment</b>	<b>Description</b>
	Non-Departmental	352/110254	58201	Aids to Private Organizations	0.00	8,106,869.00	8,106,869.00	IHMC Facility Expansion
	Non-Departmental	352/110272	58101	Aids to Governmental Organizations	0.00	6,375,000.00	6,375,000.00	SRI Beach Renourishment
	Non-Departmental	352/110267	56301	Improvements other than Bldgs	8,465,448.34	11,591,964.25	3,126,515.91	Non-Departmental
	Community Affairs	352/370106	53401	Other Contractual Services	118,370.00	136,473.64	18,103.64	Community Affairs
	Parks & Recreation	352/350231	56301	Improvements other than Bldgs	5,511,435.61	5,410,503.21	<b>(100,932.40)</b>	Parks & Recreation
	Natural Resource Management	352/220102	56301	Improvements other than Bldgs	3,746,822.90	5,545,741.39	1,798,918.49	Natural Resource Management
	Court System	352/410149	56301	Improvements other than Bldgs	43,083.00	49,014.15	5,931.15	Court System
	Fire Services	352/330228	56301	Improvements other than Bldgs	998,659.00	4,057,655.90	3,058,996.90	Fire Services
	Public Safety	352/330435	56301	Improvements other than Bldgs	275,096.00	1,563,081.24	1,287,985.24	Public Safety
	Detention	352/290407	56301	Improvements other than Bldgs	4,630,259.00	4,407,973.89	<b>(222,285.11)</b>	Detention
	Sheriff	352/540115	56401	Machinery & Equipment	4,121,487.30	6,082,480.21	1,960,992.91	Sheriff
	Public Works/Engineering	352/210110	56301	Improvements other than Bldgs	1,389,073.00	1,275,333.00	<b>(113,740.00)</b>	Public Works/Engineering
	Public Works/Engineering	352/210112	56301	Improvements other than Bldgs	0.00	137,226.00	137,226.00	Public Works/Engineering
	Public Works/Engineering	352/210113	56301	Improvements other than Bldgs	611,035.00	611,071.00	36.00	Public Works/Engineering
	Public Works/Engineering	352/210517	56301	Improvements other than Bldgs	788,377.46	774,088.00	<b>(14,289.46)</b>	Public Works/Engineering
	Public Works/Engineering	352/210107	56301	Improvements other than Bldgs	88,531,046.86	80,878,314.14	<b>(7,652,732.72)</b>	Public Works/Engineering
	Non-Departmental	352/110267	59801	Reserves	283,835.00	5,356,646.06	5,072,811.06	Reserves
<b>Total</b>							<b>\$22,845,406.61</b>	

Solid Waste Fund (401)								
	<u>FY2010</u>	<u>FY2011</u>	<u>FY2012</u>	<u>FY2013</u>		<u>FY2014</u>	<u>FY2015</u>	<u>FY2016</u>
CURRENT ASSETS								
cash	2,625.00	2,625.00	2,625.00	2,625.00		2,625.00	2,625.00	2,600.00
equity in pooled cash	12,104,608.41	16,764,075.71	15,851,827.54	16,144,148.99		13,976,913.00	18,622,508.95	22,663,593.92
acct recv	695,413.65	1,091,297.74	1,424,751.93	1,728,798.66		1,374,127.00	1,552,490.21	1,743,114.26
	12,802,647.06	17,857,998.45	17,279,204.47	17,875,572.65		15,353,665.00	20,177,624.16	24,409,308.18
CURRENT LIABILITIES								
compensated absences--current						49,359	52,117.25	48,480.41
vouchers payable	1,484,349.24	1,352,923.70	513,001.58	2,244,132.89		224,749.00	228,520.72	193,032.17
contracts payable	3,306.47	165,870.60	297,436.93	238,812.65		28,771.00	0.00	0.00
DTOG	944.52	14,355.76	0.00	0.00		216.00	124.04	0.00
wages payable	149,749.49	156,151.70	71,530.75	71,653.31		76,325.00	95,763.47	97,523.59
customer deposits	100,569.66	105,504.56	111,014.82	149,652.17		97,096.00	101,698.75	106,848.75
deferred rev	2,022.41	2,022.41	2,022.41	2,022.41		2,022.00	2,022.41	2,022.41
capital leases		258,812.74	0.00	0.00		0.00	0.00	0.00
landfill closure	105,398.00	356,609.64	396,422.63	462,765.32		317,301.00	238,819.73	123,228.80
	1,846,339.79	2,412,251.11	1,391,429.12	3,169,038.75		795,839.00	719,066.37	571,136.13
ENDING FB	10,956,307.27	15,445,747.34	15,887,775.35	14,706,533.90		14,557,826.00	19,458,557.79	23,838,172.05
Less: original FB est and rebudgets	4,607,678.00	7,114,310.32	13,630,757.00	5,813,382.75		2,605,484.00	2,474,285.97	6,530,706.40
Adjustment before landfill closure	6,348,629.27	8,331,437.02	2,257,018.35	8,893,151.15		11,952,342.00	16,984,271.82	17,307,465.65
minus landfill closure	6,841,990.17	5,289,148.04	5,568,246.35	5,901,856.85		6,479,966.00	6,842,055.16	7,193,388.37
Final Adjustment	(493,361)	3,042,288.98	(3,311,228.00)	2,991,294.30		5,472,376.00	10,142,216.66	10,114,077.28
check:								
REVs	10,161,826.88	19,123,216.14	14,762,507.93	11,545,348.33		12,135,685.00	14,137,392.21	13,844,206.00
-EXPs	11,210,619	12,129,358	12,005,724.93	10,069,626		10,241,603	10,122,810	11,035,808
	(1,048,791.67)	6,993,858.44	2,756,783.00	1,475,722.18		1,894,082.00	4,014,581.76	2,808,397.67
Fixed Assets - depreciation	34,656,072.43	36,585,139.94	38,307,664.64	39,736,977.39		41,880,739.00	40,790,401.78	39,671,016.54
Long Term Liab	15,803,611.72	13,044,261.24	13,366,710.71	13,077,952.40		13,960,914.00	14,656,756.43	15,999,141.36
advance from F501	5,470,000.00	4,688,571.43	3,907,142.86	3,125,714.29		2,344,286.00	1,562,857.15	781,428.58
Res for Enc-Contracts	4,932,677.89	4,256,901.12		0.00		0.00	0.00	0.00
Total Contributed Capital	0.00	0.00		0.00		0.00	0.00	0.00
Fund Balance	20,454,881.76	23,047,294.86	34,164,803.42	36,764,122.42		38,239,283.00	40,014,764.23	43,920,220.98
Working Capital	10,956,307.27	15,445,747.15	15,887,775.35	14,706,533.90		14,557,826.00	19,458,557.79	23,838,172.05
check	0.00	0.19	(0.00)	0.00		0.00	0.00	0.00
FY2016:								
Department	Fund	Cost Center	Title	PO	Account			
Solid Waste	401	230310	Reserves		59801	10,060,360	Reserves	
Solid Waste	401	230301	Salaries		51201	15,080.00	Leave buy back	17,333.00
			FICA		52101	1,213.00		
			Retirement		52201	1,040.00		
Solid Waste	401	230304	Salaries		51201	5,130.00	Leave buy back	5,896.00
			FICA		52101	413.00		
			Retirement		52201	353.00		
Solid Waste	401	230306	Salaries		51201	9,594.00	Leave buy back	11,028.00
			FICA		52101	772.00		
			Retirement		52201	662.00		
Solid Waste	401	230307	Salaries		51201	2,163.00		2,486.00
			FICA		52101	174.00		
			Retirement		52201	149.00		
Solid Waste	401	230314	Salaries		51201	14,767.00	Leave buy back	16,974.00
			FICA		52101	1,188.00		
			Retirement		52201	1,019.00		
						10,114,077.28		

<b>Building Inspections Fund (406)</b>				
Current Assets	<b>FY2016</b>	<b>FY2015</b>		
Cash on Hand	700.00	700.00		
Equity in Pooled Cash	3,141,954.46	2,971,648.31		
DFOG	-	1,100.00		
Accounts Rec	58.00	-		
Allow A/R	0.00	0.00		
Total Current Assets	3,142,712.46	2,973,448.31		
Current Liabilities				
Vouchers Pay	103,675.64	33,481.49		
DTOG	7.05	122.85		
Wages Pay	76,625.94	66,173.46		
Current Deposits	299,207.17	263,546.00		
Total Current Liabilities	479,515.80	363,323.80		
Working Capital (CA-CL)	<b>2,663,196.66</b>	2,610,124.51	x	
Rebudgets	21,325.00	-		
Estimate (FRCAS016)	371,141.00	302,566.00		
<b>Adjustment Needed</b>	<b>2,270,730.66</b>	<b>2,307,558.51</b>		
<b>Check</b>				
Revenues	2,308,215.70	2,319,236.60		
Expenses	2,685,692.02	2,069,210.66		
Net Income	(377,476.32)	250,025.94		
Fixed Assets	107,322.45	40,027.73		
Long Term Liab	894,733.73	396,890.54		
Contributed Capital	0.00	0.00		
Fund Balance	2,253,261.70	2,003,235.76		
Working Capital	<b>2,663,196.66</b>	2,610,124.51	x	
<b>Allocations for 2016</b>				
<b>Account Title</b>	<b>Fund/Cost Center</b>	<b>Account</b>	<b>Amount</b>	
Reserves	406/250111	59801	2,232,586	Reserves
Salaries	406/250101	51201	4,345	Leave Buyback
FICA	406/250101	52101	332	
Retirement	406/250101	52201	315	
Salaries	406/250107	51201	5,616	Leave Buyback
FICA	406/250107	52101	430	
Retirement	406/250107	52201	408	
Salaries	406/250108	51201	4,425	Leave Buyback
FICA	406/250108	52101	339	
Retirement	406/250108	52201	321	
Salaries	406/250109	51201	79	Leave Buyback
FICA	406/250109	52101	6	
Retirement	406/250109	52201	6	
Salaries	406/250111	51201	8,895	Leave Buyback
FICA	406/250111	52101	680	
Retirement	406/250111	52201	646	
Salaries	406/250115	51201	4,045	Leave Buyback
FICA	406/250115	52101	309	
Retirement	406/250115	52201	294	
Salaries	406/250118	51201	1,571	Leave Buyback
FICA	406/250118	52101	120	
Retirement	406/250118	52201	114	
Salaries	406/250119	51201	4,220	Leave Buyback
FICA	406/250119	52101	323	
Retirement	406/250119	52201	306	Leave Buyback
			<b>2,270,731</b>	

EMS Fund (408)	FY2008	FY2009	FY2010	FY2011	FY2012	FY2013	FY2014	FY2015	FY2016
Current Assets									
Cash on Hand	300.00	300.00	300.00	300	300.00	300.00	300.00	300.00	300.25
Equity in Pooled Cash	637,712.99	497,240.00	2,610,687.40	6,315,970	9,842,799.77	10,948,919.89	12,915,385.00	13,614,817.91	15,048,637.23
Accounts Rec	2,966,172.29	2,930,352.00	9,386,682.20	5,278,718	4,225,455.69	4,909,328.33	3,582,716.00	4,008,591.91	3,724,842.35
DFOG	0.00	0.00	(6,356,893.24)	0.00					
Inventory	142,057.30	166,563.00	172,855.60	158,386	201,281.98	179,355.96	195,235.00	221,071.54	274,699.33
<b>Total Current Assets</b>	<b>3,746,242.58</b>	<b>3,594,455.00</b>	<b>5,813,632</b>	<b>11,753,374</b>	<b>14,269,837</b>	<b>16,037,904</b>	<b>16,693,636</b>	<b>17,844,781</b>	<b>19,048,479</b>
Current Liabilities									
Vouchers Payable	64,151.14	48,040.00	29,195.96	45,480	52,471.70	38,993.20	48,214.00	28,381.45	61,420.91
DTOG	6,088.91	2,951.00	5,730.37	396	172.03	1,995.18	237.00	2,523.35	2,750.66
Compensated Absences	16,870.31	0.00	0.00	24,439	582.22	0.00	44,896.00	47,425.70	47,354.69
Wages Pay	242,304.17	396,298.00	435,962.36	502,973	206,041.76	233,223.39	247,279.00	297,866.34	349,561.19
capital leases				25,053	0.00	0.00	0.00	0.00	0.00
<b>Total Current Liabilities</b>	<b>329,414.53</b>	<b>447,289.00</b>	<b>470,889</b>	<b>598,341</b>	<b>259,268</b>	<b>274,212</b>	<b>340,626</b>	<b>376,197</b>	<b>461,087</b>
Working Capital	3,416,828.05	3,147,166.00	5,342,743.27	11,155,033	14,010,570	15,763,692	16,353,010	17,468,585	<b>18,587,392</b>
Estimate	506,100.00	1,733,544.00	0.00	135,294	17,500	222,950.18	1,765,996.00	2,589,141.00	3,330,044.00
<b>Adjustment Needed</b>	<b>2,910,728.05</b>	<b>1,413,622.00</b>	<b>5,342,743</b>	<b>11,019,739</b>	<b>13,993,070</b>	<b>15,540,742</b>	<b>14,587,014</b>	<b>14,879,444</b>	<b>15,257,348</b>
<b>Check:</b>									
Revenues	14,089,043.10	15,425,234.00	16,564,832.02	20,260,521	16,166,358.03	10,967,292.41	13,007,998.00	12,382,530.63	12,826,853.41
Expenses	14,929,554.12	14,890,336.00	14,039,517.31	14,067,512	12,965,024.47	9,235,918.65	9,734,891.00	10,715,279.42	15,555,947.46
Net Income	(840,511.02)	534,898.00	2,525,315	6,193,008	3,201,334	1,731,374	3,273,107	1,667,251	-2,729,094
Fixed Assets	5,533,352.65	6,376,325.00	7,106,142.92	7,587,353	7,368,799.77	7,198,812.75	8,468,890.00	8,239,098.87	9,369,087.40
Accum Dep'n	3,850,422.69	3,875,822.00	4,439,754.56	4,985,425	4,800,788.11	5,127,026.12	5,513,390.00	5,065,930.68	6,253,239.45
Long Term Liabilities	664,278.15	677,291.00	659,127.73	507,318	483,766.77	430,097.66	404,059.00	426,831.18	4,521,973.18
Contributed Capital	5,650,778.16	5,650,777.00	0.00	0	0.00	0.00	0.00	0.00	0.00
Fund Balance	(374,787.28)	(1,215,298.00)	4,824,689.19	7,056,635	12,893,481.06	15,674,007.62	15,631,344.00	18,547,670.32	19,910,360.53
	3,416,828.05	3,147,165.00	5,342,743	11,155,033	14,010,570	15,763,692	16,353,010	17,468,585	<b>18,587,392</b>
	0.00	1.00	0.00	0	0	0	0	0	0
<b>FY2016</b>			<b>calculated adjustment</b>	<b>-minus 2/3 uncollectible A/R</b>	<b>adjustment to be recognized</b>	<b>allocation</b>			
Reserves	408/330302	59801	<b>15,257,348</b>	2,458,396	12,798,952	12,739,536	Reserves		
Salaries	408/330302	51201				51,916	leave buy back		
Salaries	408/330603	51201				7,500	leave buy back		
						<b>12,798,952</b>			

<b>Civic Center Fund (409)</b>					
	<b>Bay Center</b>	<b>County</b>	<b>Bay Center</b>	<b>County</b>	<b>Bay Center</b>
	<b><u>FY2016</u></b>	<b><u>FY2016</u></b>	<b><u>FY2015</u></b>	<b><u>FY2015</u></b>	<b><u>FY2014</u></b>
Current Assets					
Cash In Bank	655,527.93		1,354,475.11		275,935.65
Cash on Hand	39,200.00		29,211.23		27,200.04
Equity in Pooled Cash		609,122.17		400,462.00	-
Accounts Rec	103,605.86		101,515.74		152,505.83
Prepaid Items	491.00		19,928.56		4,502.04
Inventory	58,531.92		62,557.17		47,352.16
<b>Total Current Assets</b>	<b>857,356.71</b>	<b>609,122.17</b>	<b>1,567,687.81</b>	<b>400,462.00</b>	<b>507,495.72</b>
Current Liabilities					
Vouchers Pay	262,944.95		437,328.30		574,373.18
Accrued Sales Tax	13,951.83		48,164.65		16,781.94
Deferred Revenue	283,290.46		779,405.36		181,762.13
Contracts Payable				0.00	-
Current Liabilities					-
<b>Total Current Liabilities</b>	<b>560,187.24</b>	<b>0.00</b>	<b>1,264,898.31</b>	<b>0.00</b>	<b>772,917.25</b>
Working Capital	297,169.47	609,122.17	302,789.50	400,462.00	(265,421.53)
Estimate					
Adjustment Needed	297,169.47	609,122.17	302,789.50	400,462.00	(265,421.53)
Check:		<b>906,292</b>		<b>703,252</b>	
Revenues		5,817,643.84		5,895,705.19	
Expenses		6,684,434.64		6,560,115.06	
Net Income		(866,790.80)		(664,409.87)	
Fixed Assets		6,242,308.90		6,948,569.84	
Long Term Liabilities		751,620.98		388,050.98	
Reserve for Enc					
Contributed Capital					
Fund Balance		7,263,770.36		7,928,180.23	
Check:		<b>906,292</b>		<b>703,252</b>	
<b>Subtract Re-Budgets</b>		<b>0.00</b>		41,000.00	
<b>Final Adj to FB:</b>		<b>906,291.64</b>		<b>662,251.50</b>	
<b>New Allocations:</b>					
<b>Account Title</b>	<b>Fund/Cost Center</b>	<b>Account</b>	<b>Amount</b>		
Reserves	409/360401	59801	623,392		
Promotional Activities	409/360401	54801	282,900		
			<b>906,292</b>		



<b>Internal Service Fund (501)</b>					
	Fund Balance	500,000			
	Less: Original Estimate	0			
	BC/BS Grant Balance	27,235			
	Adjustment	<b>\$527,235</b>			
<b>New Allocations:</b>			<b>Account:</b>	<b>Amount:</b>	
	Reserves	501/140836	59801	473,827	Reserves
	Other Contractual Services	501/140836	53401	0	Insurance Premiums
	Salaries	501/140833	51201	9,583	Leave Buyback
	Salaries	501/150107	51201	7,325	Leave Buyback
	Reserves	501/150111	59801	27,235	BC/BS Grant Balance
	Salaries	501/210407	51201	1,805	Leave Buyback
	Salaries	501/310205	51201	7,460	Leave Buyback
		Total:		<b>527,235</b>	



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

AI-9641

Public Hearings 11.

#### BCC Regular Meeting

**Meeting Date:** 01/21/2016

**Issue:** 5:34 p.m. Public Hearing to consider an Ordinance creating Chapter 46, Article II, Sec 46-112 relating to participation of minority and women business

**From:** Kristin Hual, Assistant County Attorney

**Organization:** County Attorney's Office

**CAO Approval:**

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#### **RECOMMENDATION:**

5:34 p.m. Public Hearing to consider adopting an Ordinance creating Volume 1, Chapter 46, Article II, Section 46-112, relating to participation of minority and women business enterprises.

Recommendation: That the Board adopt an Ordinance creating Volume I, Chapter 46, Article II, Section 46-112, relating to participation of minority and women business enterprises.

#### **BACKGROUND:**

The proposed Ordinance will establish procedures to encourage the participation of minority and women owned businesses in the public procurement of goods and services by the County.

#### **BUDGETARY IMPACT:**

N/A

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

The proposed Ordinance was drafted by Assistant County Attorney, Kristin D. Hual, and advertised in the Sunday, January 10, 2016, edition of the *Pensacola News Journal*.

#### **PERSONNEL:**

N/A

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

N/A

#### **IMPLEMENTATION/COORDINATION:**

A copy of the Ordinance will be filed with the Department of State.

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**Attachments**

Ordinance

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**ORDINANCE 2016-\_\_\_\_\_**

**AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA CREATING VOLUME I, CHAPTER 46, ARTICLE II, DIVISION 3, SECTION 46-112 OF THE ESCAMBIA COUNTY CODE OF ORDINANCES RELATING TO PARTICIPATION OF MINORITY AND WOMEN BUSINESS ENTERPRISES; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, minority and women owned businesses are often at a disadvantage when competing with other businesses in the free enterprise system; and

**WHEREAS**, the County is committed to providing equal opportunities to minority and women business enterprises in the public procurement of goods and services by the County; and

**WHEREAS**, the Board of County Commissioners finds that encouraging the participation of minority and women owned businesses for the procurement of goods and services whenever possible serves a compelling public purpose for the benefit of the citizens of Escambia County.

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

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

**Section 2. Creation.** Volume I, Chapter 46, Article II, Division 3, Section 46-112 of the Code of Ordinances of Escambia County, Florida is hereby created to read as follows:

**Sec. 46-112. – Participation of Minority and Women Business Enterprises.**

**A. Policy Statement.** The County is committed to providing equal opportunities to minority and women business enterprises and strives to improve the opportunities and participation of such businesses in the public procurement of goods and services by the County. Pursuant to this policy, the County shall hereby establish procedures to encourage the participation of minority and women owned businesses in the public procurement of goods and services by the County. Nothing in this section shall be construed to provide for or require any preference or set-aside based on gender, race, or national origin.

**B. Definitions.** For the purpose of this section, the following terms shall have the following meanings:

*Minority* shall mean any of the following groups:

- 1) African American persons having origins in any of the black racial groups in Africa;
- 2) Hispanic American persons of Spanish or Portuguese culture with origins in Mexico, South America, Central America, or the Caribbean, regardless of race;
- 3) Native American persons including those residing in the U.S. or its territories, who are descendants of any Indian tribe with origins in the North and South American continents and other islands or lands to include the countries of the U.S., Canada, and Mexico;
- 4) Asian American persons having origins in any of the original peoples of the Far East,

Southeast Asia, Indian Subcontinent, or Pacific Islands.

*Minority business enterprise* (MBE) shall mean any business which is at least fifty-one percent (51%) owned and operated by minority members or, in the case of a publicly owned business, at least fifty-one (51%) of the stock is owned by minority members.

*Women business enterprise* (WBE) shall mean any business which is at least fifty-one percent (51%) owned and operated by women members or, in the case of a publicly owned business, at least fifty-one (51%) of the stock is owned by women members.

**C. Certification.**

1) *Requirements.* For the purpose of this section, the following certification requirements shall govern:

- a. The business is a MBE and/or WBE as defined in this section.
- b. The business meets the requirements provided in section 46-111(e)(1).
- c. The business is legally structured as required by Florida law and, if applicable, in good standing with the Florida Secretary of State.

2) *Procedure.* All applicants wishing to be considered as certified MBE/WBE(s) must complete a Small Business Enterprise Program Certification Application form which may be obtained through the office of purchasing. This is a self-certification process and shall require a signed affidavit attesting to the accuracy of the data provided on the form. Proof of current certification as a minority and/or women business enterprise by the Florida Office of Supplier Diversity may be accepted in lieu of other supporting documentation. Certified M/WBEs shall submit an affidavit of continued eligibility on an annual basis.

**D. Implementation.** In an effort to implement this policy, the County may undertake the following measures:

- a. Designate the purchasing manager to administer this policy.
- b. Maintain a central list of certified M/WBEs
- c. Manage and maintain the information system or other automated interface with the county's finance system to record and measure the use of M/WBEs in county procurements.
- d. Utilize outreach programs to identify and educate M/WBEs about the County's procurement process.

**Section 3. Severability.**

If any section, subsection, paragraph, sentence, clause, phrase, or portion of this Ordinance is for any reason found void, invalid, unlawful, or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, independent, and severable provision such holding shall not affect the validity of the remaining portions of this Ordinance.

**Section 4. Inclusion in the Code.**

It is the intent of the Board that the provisions of this Ordinance shall become and be made part of the Official Records of Escambia County and a codification of such ordinances shall be kept by the Clerk of the Circuit Court.

**Section 5. Effective Date.**

This Ordinance shall become effective upon filing with the Department of State.

DONE AND ENACTED this \_\_\_\_ day of \_\_\_\_\_ 2016.

BOARD OF COUNTY COMMISSIONERS  
ESCAMBA COUNTY, FLORIDA

By: \_\_\_\_\_  
Grover C. Robinson, IV, Chairman

ATTEST: PAM CHILDERS  
Clerk of the Court

By: \_\_\_\_\_  
Deputy Clerk  
(SEAL)

ENACTED:  
FILED WITH THE DEPARTMENT OF STATE:  
EFFECTIVE DATE:

Approved as to form and legal  
sufficiency.

By/Title: K. D. [Signature]  
Date: 1/16/16



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

AI-9642

Public Hearings 12.

#### BCC Regular Meeting

Meeting Date: 01/21/2016

Issue: 5:35 p.m. Public Hearing to consider an Ordinance amending Chapter 46, Article II, Section 46-110 relating to local preference in bidding

From: Kristin Hual, Assistant County Attorney

Organization: County Attorney's Office

CAO Approval:

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#### **RECOMMENDATION:**

5:35 p.m. Public Hearing to consider adopting an Ordinance amending Volume 1, Chapter 46, Article II, Section 46-110, relating to local preference in bidding.

Recommendation: That the Board adopt an Ordinance amending Volume I, Chapter 46, Article II, Section 46-110, relating to local preference in bidding.

#### **BACKGROUND:**

By Board action on September 16, 2013, the Board of County Commissioners previously adopted Ordinance Number 2013-43 relating to local preference in bidding to provide local businesses with a preference in the County's procurement of goods and services. The proposed amendment will provide an enhanced preference for local businesses located in a designated Community Redevelopment Area.

#### **BUDGETARY IMPACT:**

N/A

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

The proposed Ordinance was drafted by Assistant County Attorney, Kristin Hual, and advertised in the Sunday, January 10, 2016 edition of the *Pensacola News Journal*.

#### **PERSONNEL:**

N/A

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

N/A

#### **IMPLEMENTATION/COORDINATION:**

N/A

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**Attachments**

Ordinance

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**ORDINANCE 2016-\_\_\_\_\_**

**AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA AMENDING VOLUME 1, CHAPTER 46, ARTICLE II, DIVISION 3, SECTION 46-110 OF THE ESCAMBIA COUNTY CODE OF ORDINANCES RELATING TO LOCAL PREFERENCE IN BIDDING; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, by Board action on September 16, 2013, the Board of County Commissioners previously adopted Ordinance Number 2013-43 establishing a local preference in the competitive sealed bid process for the County's procurement of goods and services; and

**WHEREAS**, the Board of County Commissioners finds that the provisions of the County's ordinance relating to the local preference require amendment in order to encourage the local economy and increase the County's overall tax base; and

**WHEREAS**, the Board of County Commissioners further finds that the proposed amendment to Sec. 46-110 serves an important public purpose for the benefit of the taxpayers and residents of Escambia County.

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

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

**Section 2.** Amendment. That Volume 1, Chapter 46, Sec. 46-110 of the Code of Ordinances of Escambia County, Florida relating to local preference in bidding is hereby amended to read as follows:

**Sec. 46-110. - Local preference in bidding.**

(a) *Legislative intent.* The Escambia County Board of County Commissioners finds that local businesses are often at a disadvantage when competing with other non-local businesses in that the cost of doing business in Escambia County is higher than other areas of the state and giving local businesses a preference in the procurement of goods and services serves a compelling public purpose for the benefit of the taxpayer and residents of Escambia County as such preference encourages local industry, employment opportunities, and increases the county's overall tax base.

(b) *"Local business" defined.*

*Local business.* For purposes of this section, "local business" shall mean a business which meets all of the following criteria:

- (1) Has had a fixed office or distribution point located in and having a street address within Escambia County or Santa Rosa County for at least one year immediately prior to the issuance of the request for competitive bids by the county. The fixed office or distribution point must be staffed by at least one employee. Post office boxes are not verifiable and shall not be used for the purpose of establishing a physical address;

- (2) Holds any business license required by Escambia County or Santa Rosa County;  
and
- (3) Is the principal offeror who is a single offeror; a business which is the prime contractor and not a subcontractor; or a partner or joint venturer submitting an offer in conjunction with other businesses.
- (c) *Certification.* Any vendor claiming to be a local business as defined above shall so certify in writing to the office of purchasing. The certification shall provide all necessary information to meet the requirements provided herein. The purchasing agent shall not be required to verify the accuracy of any such certifications, and shall have the sole discretion to determine if a vendor meets the definition of a "local business."
- (d) *Preference in purchase of commodities and services by means of competitive bid.* Except where federal or state law, or any other funding source, mandates to the contrary, Escambia County may give preference to local businesses in the following manner:

*Competitive bid (local price match option).* Each formal competitive bid solicitation (i.e., sealed bids) shall clearly identify how the price order of the bids received will be evaluated and determined.

When a qualified and responsive, non-local business submits the lowest price bid amount between \$50,000.00 and \$249,999.00, and the bid submitted by one or more qualified and responsive local businesses is within **five percent** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between \$50,000.00 and \$249,999.00, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated Community Redevelopment Area (CRA) is within **seven percent** of the price submitted by the non-local business, then the local business located in a designated CRA with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between \$250,000.00 and \$999,999.00, and the bid submitted by one or more qualified and responsive local businesses is within **three percent** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between \$250,000.00 and \$999,999.00, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated CRA is within **five percent** of the price submitted by the non-local business, then the local business located in a designated CRA with the apparent lowest

bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount in excess of \$1,000,000.00, and the bid submitted by one or more qualified and responsive local businesses is within **two percent** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount in excess of \$1,000,000.00, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated CRA is within **four percent** of the price submitted by the non-local business, then the local business located in a designated CRA with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

In such instances, staff shall first verify whether the lowest non-local bidder and the lowest local bidder are in fact qualified and responsive bidders. Next, the purchasing department shall invite the lowest local bidder in writing to submit a matching offer which shall be submitted in writing to the office of purchasing within five business days thereafter.

If the lowest local bidder does not respond or otherwise submits a written offer that does not fully match the lowest bid from the lowest non-local bidder tendered previously then award shall be made to the lowest overall qualified and responsive non-local bidder.

In the event a local bidder is awarded a contract pursuant to this section, any requests for change orders increasing the cost of the project must be approved by the board of county commissioners.

- (e) *Notice.* All bid solicitation documents shall include notice to vendors of the local preference policy.
- (f) *Waiver of the application of local preference.* The application of local preference to a particular purchase or contract for which the board of county commissioners is the awarding authority may be waived upon approval of the board of county commissioners.
- (g) *Limitations.*
  - (1) The provisions of this section shall apply only to procurements which are above the formal bid threshold as set forth in the Escambia County Purchasing Code.
  - (2) The provisions of this section shall not apply where prohibited by federal or Florida law or where prohibited under the conditions of any grant.
  - (3) The provisions of this section shall not apply to any purchase exempted from the provisions of the Escambia County Purchasing Code.

- (4) The provisions of this section shall not apply to contracts made under the Consultants Competitive Negotiation Act (CCNA), F.S. § 287.055.

(h) *Penalties.*

- (1) *Misrepresentation.* A vendor who misrepresents the local preference status of its firm in a bid or proposal submitted to the county will lose the privilege to claim local preference status for a period of up to one year from the date of the award of the contract or upon completion of the contract whichever is greater. The county administrator, in his discretion, may also recommend that the firm be referred for suspension of eligibility to claim the privilege of local preference.
- (2) *Failure to maintain local business preference qualifications.* Any vendor that does not maintain its local preference status resulted in the awarded contract shall be in breach of contract and will be subject to termination of the contract, suspension of payments under the contract, and loss of the local preference status on the contract awarded.
- (3) *Lack of good faith.* The contractor or firm may show that it attempted through reasonable and objective means and in good faith to comply with the terms of the contract relating to local businesses but was unable to comply. If the county determines that the contractor or firm did not act in good faith, all amounts paid to the contractor or firm under the county contract intended for expenditure with the local business shall be forfeited and recoverable by the county. In addition, the contract may be rescinded and the county may return all or a portion of the goods received and recover all amounts paid under the contract for the goods which were returned.

**Section 3.     Severability.**

If any section, subsection, paragraph, sentence, clause, phrase, or portion of this Ordinance is for any reason found void, invalid, unlawful, or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, independent, and severable provision and such holding shall not affect the validity of the remaining portions of this Ordinance.

**Section 4.     Inclusion in the Code.**

It is the intent of the Board that the provisions of this Ordinance shall become and be made part of the Official Records of Escambia County and a codification of such ordinances shall be kept by the Clerk of the Circuit Court.

**Section 5.     Effective Date.**

This Ordinance shall become effective upon filing with the Department of State.

DONE AND ENACTED this \_ day of \_\_\_\_\_ 2016.

BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

By: \_\_\_\_\_  
Grover C. Robinson, IV, Chairman

ATTEST: PAM CHILDERS  
Clerk of the Court

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

(SEAL)

ENACTED:  
FILED WITH THE DEPARTMENT OF STATE:  
EFFECTIVE DATE:

Approved as to form and legal  
sufficiency.

By/Title: [Signature]  
Date: 1/6/16



# Pam Childers

Clerk of the Circuit Court and Comptroller, Escambia County

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

**AI-9631**

**Clerk & Comptroller's Report 13. 1.**

**BCC Regular Meeting**

**Consent**

**Meeting Date:** 01/21/2016

**Issue:** November 2015 Investment Report

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

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

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## **Recommendation:**

### **Recommendation Concerning Acceptance of the November 30, 2015 Investment Report**

That the Board accept, for filing with the Board's Minutes, the Investment Portfolio Summary Report for the month ended November 30, 2015, as required by Ordinance Number 95-13; on November 30, 2015, the portfolio market value was \$233,649,534 and portfolio earnings totaled \$143,094 for the month; the short-term portfolio yield was 0.20%, which should be compared to the S&P Government Index Pool Index 30 Day benchmark of 0.16%; the enhanced cash portfolio achieved a yield of 0.59%, which should be compared to the Merrill Lynch 1 Year Treasury Index of 0.65%; the long-term CORE portfolio achieved a yield of 1.25%, which should be compared to the Merrill Lynch 1-5 Year Treasury Index benchmark of 1.15%.

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## **Attachments**

**Nov 15 Investment Report**

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# **INVESTMENT PORTFOLIO SUMMARY REPORT**

**ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS**

**INVESTMENT PORTFOLIO SUMMARY REPORT**

**FISCAL YEAR 2015-2016**

**November 30, 2015**



**Prepared by:**

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**Pam Childers**

**Clerk of the Circuit Court & Comptroller  
First Judicial Circuit, Escambia County**



**ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS**  
**INVESTMENT PORTFOLIO SUMMARY REPORT**  
**FISCAL YEAR 2015-2016**  
**November 30, 2015**

**INVESTMENT PORTFOLIO COMPOSITION**

SUMMARY OF INVESTMENT ALLOCATION	Market Value	
	October 31, 2015	November 30, 2015
Bank Accounts	\$ 16,473,045	\$ 29,215,711
Money Market Accounts	45,804,097	45,813,365
State Board of Administration	27,366,300	20,371,624
Certificates of Deposit	10,000,000	10,000,000
Money Market Mutual Fund	319,483	6,909,145
U.S. Treasury Bond/Notes	41,978,066	41,534,695
Federal Agency Bond/Note	43,524,087	43,380,837
Municipal Bonds	5,461,312	5,445,740
Corporate Notes	24,584,555	22,401,757
Commercial Paper	12,567,415	8,576,660
<b>Total Portfolio Assets:</b>	<b>\$ 228,078,360</b>	<b>\$ 233,649,534</b>
<b>Current Month Earnings:</b>	<b>\$ 137,752</b>	<b>\$ 143,094</b>
<b>Fiscal Year to Date Earnings:</b>	<b>\$ 137,752</b>	<b>\$ 280,847</b>

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

SHORT TERM PORTFOLIO:		October 31, 2015	November 30, 2015
<b>Market Value</b>	<b>\$</b>	<b>99,643,442</b>	<b>\$ 105,400,700</b>
<b>Short Term Portfolio Yield:</b>		<b>0.24%</b>	<b>0.20%</b>
Benchmark: S&P GIP Index 30 Day Gross of Fees Yield:		0.16%	0.16%
<b>Fiscal YTD Earnings:</b>	<b>\$</b>	<b>20,457</b>	<b>\$ 38,543</b>

ENHANCED CASH PORTFOLIO:		October 31, 2015	November 30, 2015
<b>Market Value</b>	<b>\$</b>	<b>40,200,080</b>	<b>\$ 40,181,916</b>
<b>Enhanced Cash Portfolio Yield to Maturity at Cost:</b>		<b>0.69%</b>	<b>0.59%</b>
Benchmark Merrill Lynch 1 Year U.S. Treasury Index:		0.43%	0.65%
Benchmark Merrill Lynch 1-3 Year U.S. Treasury Index:		0.71%	0.91%
<b>Effective Duration (Years)</b>		<b>1.06</b>	<b>1.03</b>
Benchmark Merrill Lynch 1-3 Year U.S. Treasury Index:		1.78	1.77
<b>Fiscal YTD Earnings:</b>	<b>\$</b>	<b>23,345</b>	<b>\$ 52,698</b>

LONG TERM CORE PORTFOLIO:		October 31, 2015	November 30, 2015
<b>Market Value</b>	<b>\$</b>	<b>88,234,838</b>	<b>\$ 88,066,919</b>
<b>CORE Portfolio Yield to Maturity at Cost:</b>		<b>1.23%</b>	<b>1.25%</b>
Benchmark Merrill Lynch 1-5 Year U.S. Treasury Index:		0.97%	1.15%
<b>CORE Portfolio Total Return:</b>		<b>-0.11%</b>	<b>-0.24%</b>
Benchmark Merrill Lynch 1-5 Year U.S. Treasury Index:		-0.23%	-0.30%
<b>Effective Duration (Years)</b>		<b>2.46</b>	<b>2.47</b>
Benchmark Merrill Lynch 1-5 Year U.S. Treasury Index:		2.62	2.61
<b>Fiscal YTD Earnings:</b>	<b>\$</b>	<b>93,950</b>	<b>\$ 189,606</b>





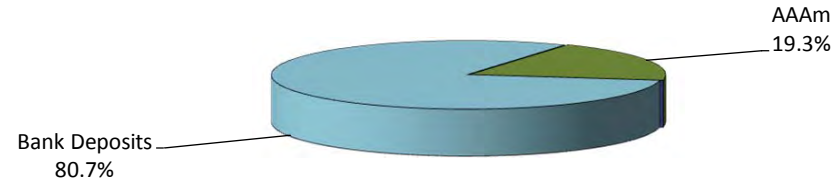
**ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS**  
**INVESTMENT PORTFOLIO REPORT**  
**FISCAL YEAR 2015-2016**  
**November 30, 2015**

**SHORT TERM INVESTMENT PORTFOLIO:**

**PORTFOLIO COMPOSITION DISTRIBUTION & CREDIT QUALITY:**

Investment Type	Market Value	Percent Allocation
Bank of America Checking Account	\$ 29,215,711	27.7%
Money Market Accounts	45,813,365	43.5%
Certificates of Deposit	10,000,000	9.5%
State Board of Administration	20,371,624	19.3%
<b>Total Short Term Portfolio Assets:</b>	<b>\$ 105,400,700</b>	<b>100.0%</b>

**Short Term Portfolio Credit Quality**

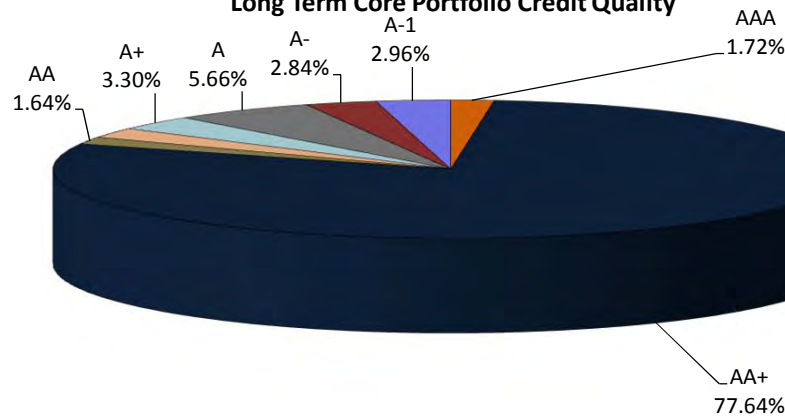


**LONG TERM INVESTMENT PORTFOLIO:**

**PORTFOLIO COMPOSITION DISTRIBUTION & CREDIT QUALITY:**

Investment Type	Market Value	Percent Allocation
U.S. Treasury Bond / Note	\$ 39,536,961	44.9%
Federal Agency Bond / Note	25,396,382	28.8%
Municipal Obligations	5,445,740	6.2%
Commercial Paper	2,598,456	3.0%
Corporate Note	14,883,025	16.9%
Money Market Mutual Fund - Federated Government	206,356	0.2%
<b>Total Long Term Core Portfolio Assets:</b>	<b>\$ 88,066,919</b>	<b>100.0%</b>

**Long Term Core Portfolio Credit Quality**

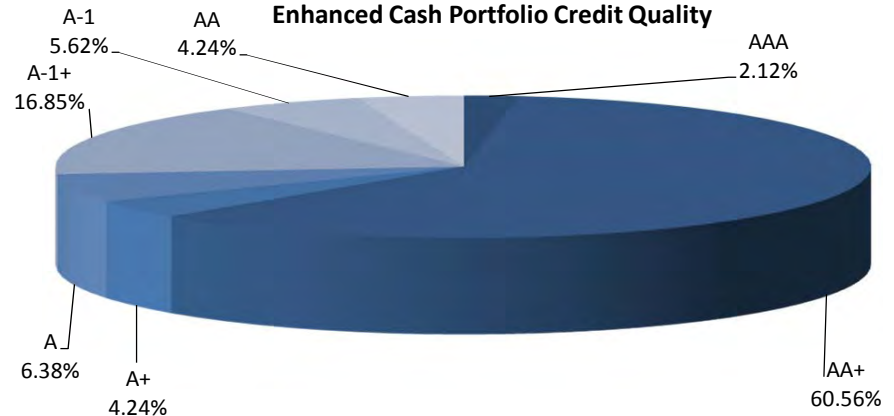


**ENHANCED CASH INVESTMENT PORTFOLIO:**

**PORTFOLIO COMPOSITION DISTRIBUTION & CREDIT QUALITY:**

Investment Type	Market Value	Percent Allocation
U.S. Treasury Bond / Note	\$ 1,997,734	5.0%
Federal Agency Bond / Note	17,984,456	44.8%
Corporate Note	7,518,733	18.7%
Commercial Paper	5,978,204	14.9%
Money Market Mutual Fund - Federated Government	6,702,789	16.7%
<b>Total Enhanced Cash Portfolio Assets:</b>	<b>\$ 40,181,916</b>	<b>100.0%</b>

**Enhanced Cash Portfolio Credit Quality**





**ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS**  
**INVESTMENT POLICY COMPLIANCE REPORT**  
**FISCAL YEAR 2015-2016**  
**November 30, 2015**

<b>Security Type</b>	<b>Market Value</b>	<b>Percent Allocation</b>	<b>Permitted by Policy</b>	<b>In Compliance</b>
Florida Prime (SBA)	\$ 20,371,624	8.7%	25%	Yes
United States Treasury Securities	41,534,695	17.8%	100%	Yes
Federal Instrumentalities	43,380,837	18.6%	100%	Yes
Certificates of Deposit	10,000,000	4.3%	20%	Yes
Savings Accounts	45,813,365	19.6%	100%	Yes
Commercial Paper	8,576,660	3.7%	25%	Yes
Corporate Notes	22,401,757	9.6%	20%	Yes
State and/or Local Government Debt	5,445,740	2.3%	25%	Yes
Bank Accounts - Bank of America	29,215,711	12.5%	100%	Yes
Money Market Mutual Fund	6,909,145	3.0%	50%	Yes
<b>Total Investment Holdings</b>	<b>\$ 233,649,534</b>	<b>100.0%</b>		

<b>Individual Issuer Breakdown</b>	<b>Market Value</b>	<b>Percent Allocation</b>	<b>Permitted by Policy</b>	<b>In Compliance</b>
American Express Co	2,491,103	1.1%	5%	Yes
American Honda Finance	902,154	0.4%	5%	Yes
Apple Inc. Corporate Notes	750,059	0.3%	5%	Yes
Bank Accounts - Bank of America	29,215,711	12.5%	100%	Yes
Bank of New York Mellon Corporate Notes	1,998,022	0.9%	5%	Yes
BNP Paribas	2,598,456	1.1%	5%	Yes
Calleguas Water District, CA REV Bond	1,509,585	0.6%	10%	Yes
Caterpillar Corporate Notes	751,484	0.3%	5%	Yes
Cisco Systems Inc.	2,012,168	0.9%	5%	Yes
City of New York	1,712,818	0.7%	10%	Yes
Chevron Corporation Corp Notes	751,387	0.3%	5%	Yes
Coca-Cola Co. Commercial Paper	1,991,379	0.9%	10%	Yes
Exxon Mobil Corporate Notes	750,350	0.3%	5%	Yes
Federal Farm Credit Bank	6,489,981	2.8%	5%	Yes
Federal Home Loan Bank (FHLB)	8,650,322	3.7%	25%	Yes
Federal Home Loan Mortgage Corporation (FHLMC)	11,829,658	5.1%	25%	Yes
Federal National Mortgage Association (FNMA)	16,410,876	7.0%	25%	Yes
Fidelity Institutional Government MMF	6,909,145	3.0%	25%	Yes
Florida Prime (SBA)	20,371,624	8.7%	25%	Yes
General Electric Corporate Notes	3,257,359	1.4%	5%	Yes
Hancock Bank	22,571,734	9.7%	10%	Yes
HSBC Holdings PLC	998,121	0.4%	5%	Yes
John Deere Corporate Notes	756,523	0.3%	5%	Yes
JP Morgan Chase Corporate Notes	2,753,002	1.2%	5%	Yes
Merk & Co Corporate Notes	750,818	0.3%	5%	Yes



**ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS**  
**INVESTMENT POLICY COMPLIANCE REPORT**  
**FISCAL YEAR 2015-2016**  
**November 30, 2015**

<b>Individual Issuer Breakdown</b>	<b>Market Value</b>	<b>Percent Allocation</b>	<b>Permitted by Policy</b>	<b>In Compliance</b>
Mississippi State	757,499	0.3%	<b>10%</b>	<b>Yes</b>
PACCAR Financial Corp Notes	750,431	0.3%	<b>5%</b>	<b>Yes</b>
Pepsico, Inc.	1,976,424	0.8%	<b>5%</b>	<b>Yes</b>
Servisfirst Bank	22,671,189	9.7%	<b>10%</b>	<b>Yes</b>
State of Connecticut	680,292	0.3%	<b>10%</b>	<b>Yes</b>
Summit Bank Money Market Account	10,570,443	4.5%	<b>10%</b>	<b>Yes</b>
Toronto Dominion HDG USA Commercial Paper	1,992,704	0.9%	<b>10%</b>	<b>Yes</b>
Toyota Motor Credit Commercial Paper	1,994,121	0.9%	<b>10%</b>	<b>Yes</b>
United States Treasury Securities	41,534,695	17.8%	<b>100%</b>	<b>Yes</b>
University of WA Taxable Revenue Bonds	785,546	0.3%	<b>10%</b>	<b>Yes</b>
Wells Fargo & Company Corporate Notes	752,355	0.3%	<b>5%</b>	<b>Yes</b>
<b>Total Investment Holdings</b>	<b>\$ 233,649,534</b>	<b>100.0%</b>		



# Pam Childers

Clerk of the Circuit Court and Comptroller, Escambia County

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

**AI-9653**

**Clerk & Comptroller's Report 13. 2.**

**BCC Regular Meeting**

**Consent**

**Meeting Date:** 01/21/2016

**Issue:** TDT Collection Data for November 2015 Returns Received in December

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

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

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## **Recommendation:**

Recommendation Concerning Acceptance of TDT Collection Data for the November 2015 Returns received in December 2015

That the Board accept, for filing with the Board's Minutes, the Tourist Development Tax (TDT) Collections Data for the November 2015 returns received in the month of December 2015, as prepared by the Finance Department of the Clerk and Comptroller's Office; this is the third month of collections for the Fiscal Year 2016; total collections for the month of November 2015 returns was \$407,658.66; this is a 7.56% increase over the November 2014 returns; total collections year-to-date are 15.58% more than the comparable time frame in Fiscal Year 2015.

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## **Attachments**

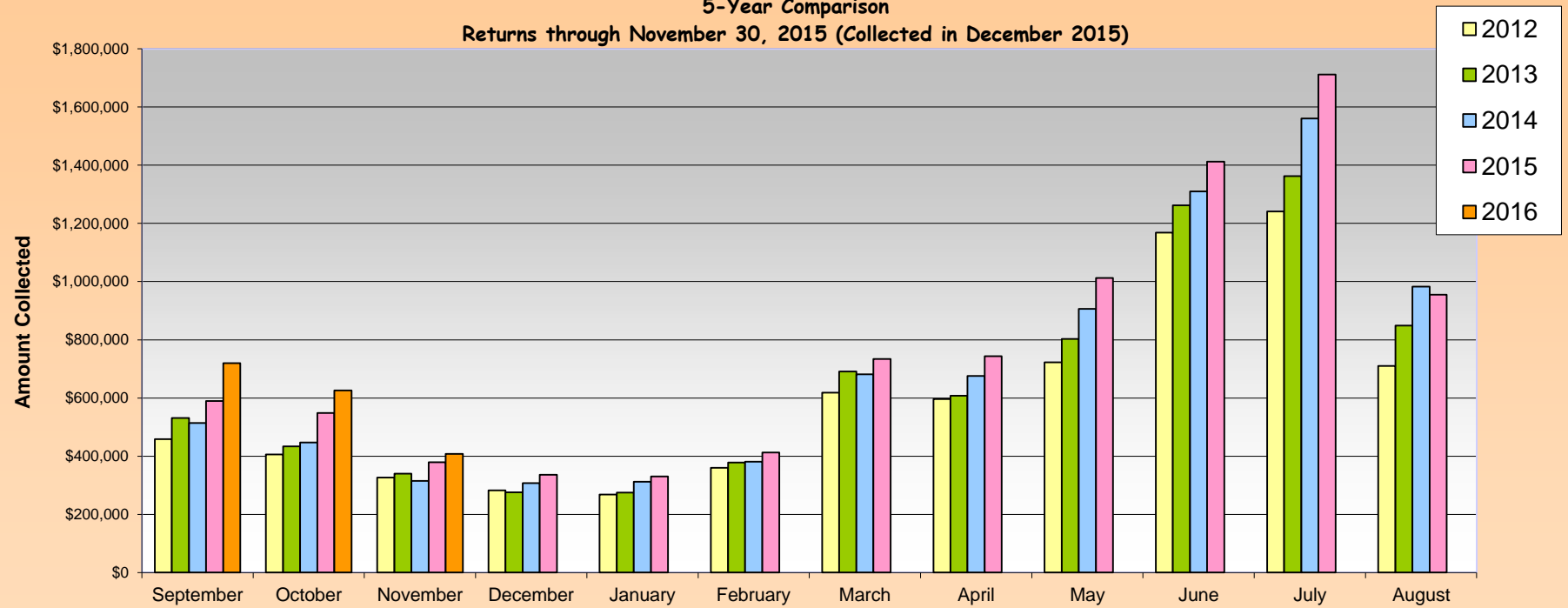
November 2015 TDT Collections Received in December

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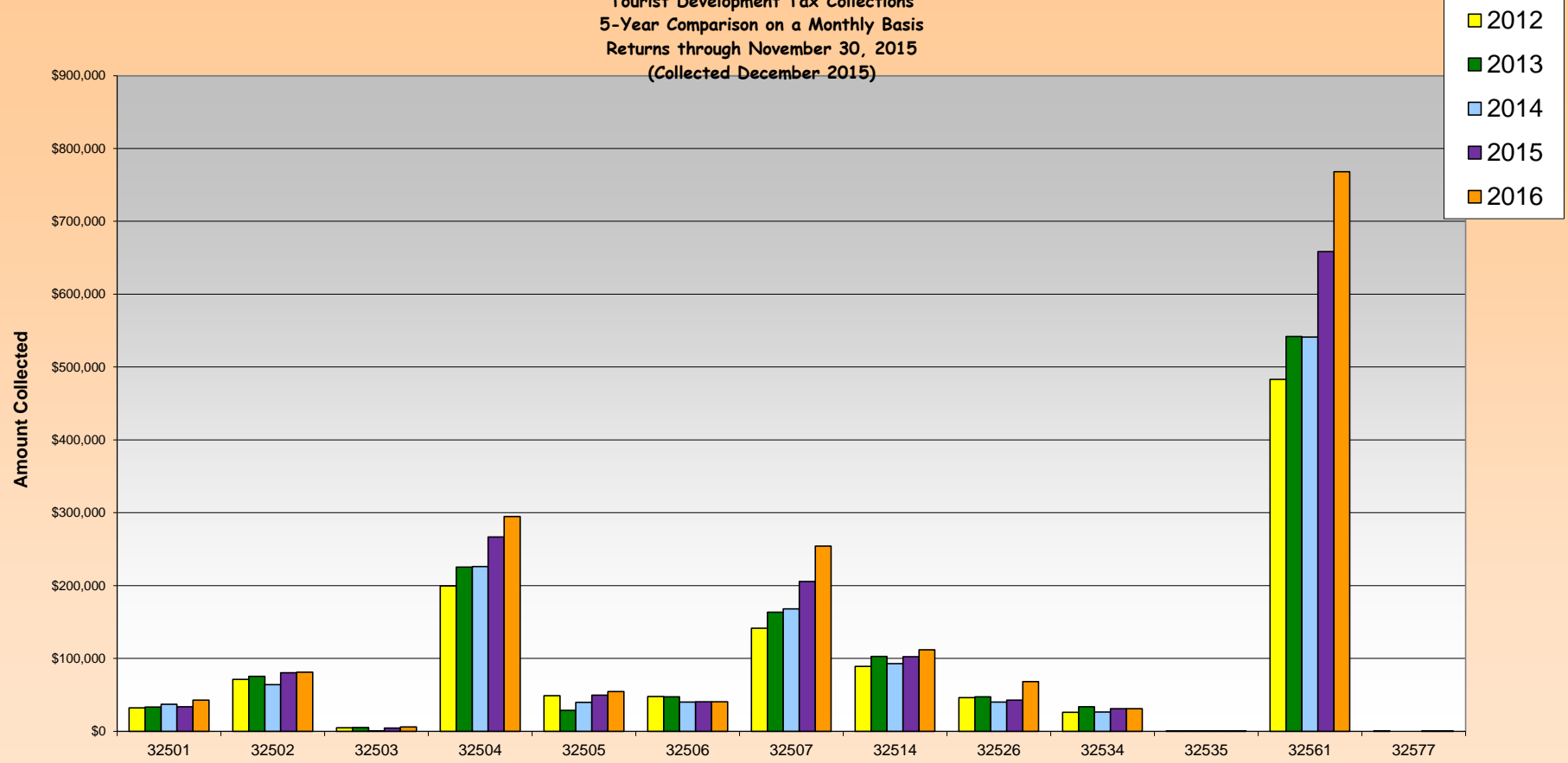
**FOUR PERCENT TOURIST DEVELOPMENT TAX COLLECTION DATA**  
**REPORTED IN FISCAL YEAR FORMAT**  
**ESCAMBIA COUNTY FLORIDA**  
**AS OF DECEMBER 2015**

Zip Code	Fiscal Year 2016 YTD Collected	Fiscal Year 2015 YTD Collected	Difference	% Change
32501	42,700	33,806	8,894	26%
32502	81,247	80,347	900	1%
32503	5,949	4,457	1,492	33%
32504	294,619	266,843	27,776	10%
32505	54,649	49,726	4,923	10%
32506	40,440	40,460	(20)	0%
32507	253,982	205,399	48,583	24%
32514	112,005	102,511	9,494	9%
32526	68,105	42,905	25,200	59%
32534	30,843	30,911	(68)	0%
32535	424	441	(17)	-4%
32561	768,134	658,545	109,589	17%
32562	-	-	-	0%
32577	50	415	(365)	0%
<b>Total</b>	<b>\$ 1,753,147</b>	<b>\$ 1,516,766</b>	<b>\$ 236,381</b>	<b>16%</b>

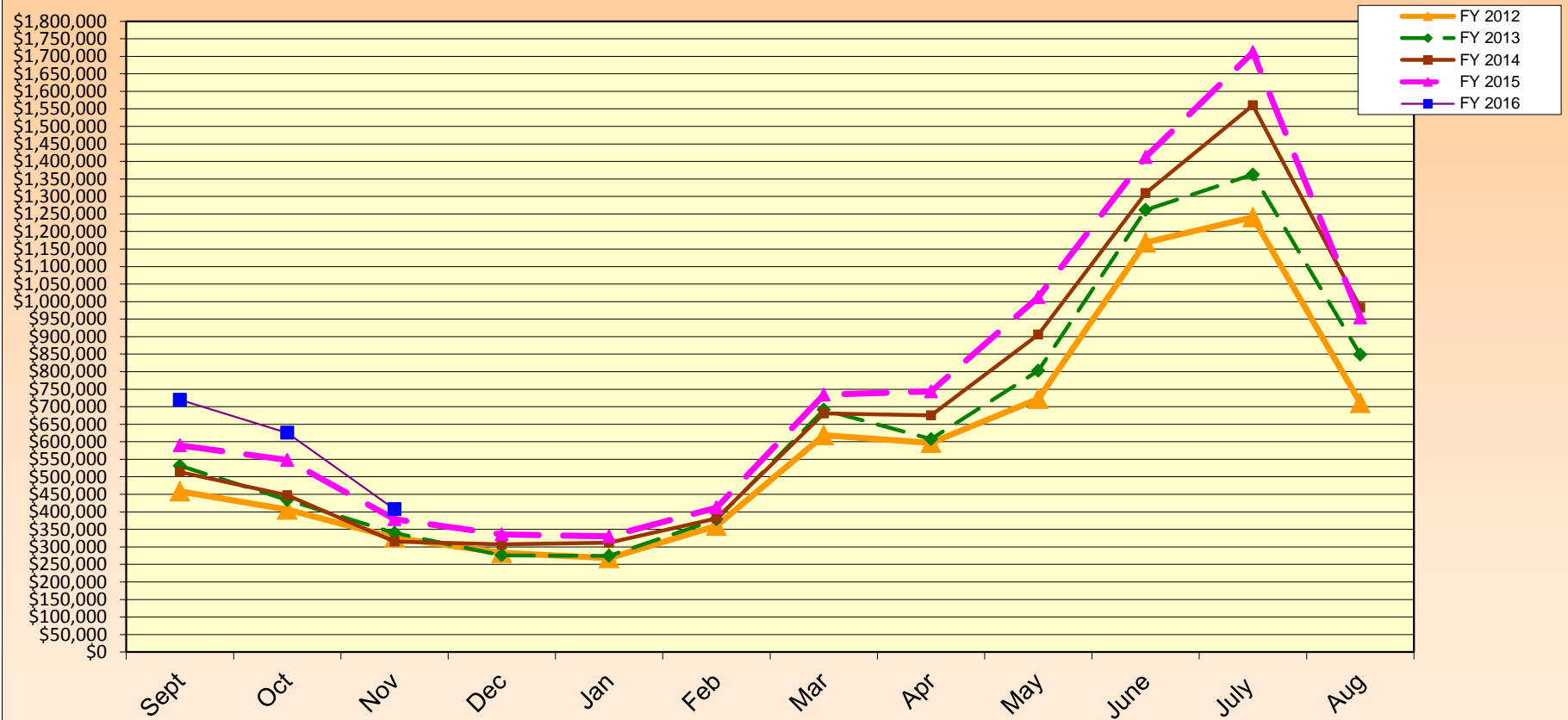
**Tourist Development Tax Collections**  
**5-Year Comparison**  
**Returns through November 30, 2015 (Collected in December 2015)**



Tourist Development Tax Collections  
5-Year Comparison on a Monthly Basis  
Returns through November 30, 2015  
(Collected December 2015)



**TOURIST DEVELOPMENT TAX  
5 YEAR TRENDLINE  
FY 2012 - FY 2016**  
Returns through November 30, 2015 (Collected in December 2015)





FOUR PERCENT TOURIST DEVELOPMENT TAX COLLECTION DATA  
 ESCAMBIA COUNTY FLORIDA  
 FISCAL YEAR 2016  
 AS OF DECEMBER 31, 2015

Month of Collection	Zip Code									
	32501		32502		32503		32504		32505	
	Downtown Area	% OF Total	Other Downtown Area	% OF Total	Cordova Mall & South Area	% OF Total	Davis & Scenic Hwy South of I-10 including Airport Area	% OF Total	South of Michigan Av East of Mobile Hwy West of Pace Blvd	% OF Total
10/15	13,893	2%	28,093	4%	1,582	0%	103,155	14%	23,956	3%
11/15	16,283	3%	31,883	5%	2,371	0%	102,729	16%	17,937	3%
12/15	12,524	3%	21,272	5%	1,996	0%	88,735	22%	12,756	3%
<b>Total</b>	<b>\$ 42,700</b>	<b>2%</b>	<b>\$ 81,247</b>	<b>5%</b>	<b>\$ 5,949</b>	<b>0%</b>	<b>\$ 294,619</b>	<b>17%</b>	<b>\$ 54,649</b>	<b>3%</b>

Month of Collection	Zip Code									
	32506		32507		32514		32526		32534	
	Lillian Hwy & Highway 98 Area	% OF Total	Bayou Chico to Perdido Key South of Sorrento Area	% OF Total	Palafox & Scenic Hwy North of I-10 Area	% OF Total	Mobile Hwy North of Michigan Avenue Area	% OF Total	I-10 & Pensacola Blvd North Area	% OF Total
10/15	14,443	2%	118,367	16%	39,504	5%	22,563	3%	9,819	1%
11/15	13,073	2%	93,637	15%	38,664	6%	24,477	4%	11,627	2%
12/15	12,924	3%	41,978	10%	33,837	8%	21,065	5%	9,397	2%
<b>Total</b>	<b>\$ 40,440</b>	<b>2%</b>	<b>\$ 253,982</b>	<b>14%</b>	<b>\$ 112,005</b>	<b>6%</b>	<b>\$ 68,105</b>	<b>4%</b>	<b>\$ 30,843</b>	<b>2%</b>

	Zip Code									
	32535		32561		32562		32577			
	Century		Pensacola							
Month of Collection	(Other) Area	% OF Total	Beach Area	% OF Total	Other	% OF Total	Molino Area	% OF Total	Total Month	% OF Total
10/15	115	0%	344,147	48%	-	0%	50	0%	719,688	100%
11/15	-	0%	273,123	44%	-	0%		0%	625,801	100%
12/15	310	0%	150,864	37%	-	0%		0%	407,658	100%
Total	\$ 424	0%	\$ 768,134	44%	\$ -	0%	\$ 50	0%	\$ 1,753,147	100%

FOUR PERCENT TOURIST DEVELOPMENT TAX COLLECTION DATA  
 ESCAMBIA COUNTY FLORIDA  
 FISCAL YEAR 2015  
 AS OF DECEMBER 31, 2014

Month of Collection	Zip Code									
	32501		32502		32503		32504		32505	
	Downtown Area	% OF Total	Other Downtown Area	% OF Total	Cordova Mall & South Area	% OF Total	Davis & Scenic Hwy South of I-10 including Airport Area	% OF Total	South of Michigan Av East of Mobile Hwy West of Pace Blvd	% OF Total
10/14	12,081	2%	28,345	5%	1,001	0%	90,113	15%	17,610	3%
11/14	11,576	2%	28,797	5%	1,508	0%	91,522	17%	19,570	4%
12/14	10,150	3%	23,205	6%	1,947	1%	85,208	22%	12,546	3%
<b>Total</b>	<b>\$ 33,806</b>	<b>2%</b>	<b>\$ 80,347</b>	<b>5%</b>	<b>\$ 4,457</b>	<b>0%</b>	<b>\$ 266,843</b>	<b>18%</b>	<b>\$ 49,726</b>	<b>3%</b>

Month of Collection	Zip Code									
	32506		32507		32514		32526		32534	
	Lillian Hwy & Highway 98 Area	% OF Total	Bayou Chico to Perdido Key South of Sorrento Area	% OF Total	Palafox & Scenic Hwy North of I-10 Area	% OF Total	Mobile Hwy North of Michigan Avenue Area	% OF Total	I-10 & Pensacola Blvd North Area	% OF Total
10/14	13,395	2%	91,990	16%	34,533	6%	13,979	2%	10,808	2%
11/14	14,690	3%	75,256	14%	36,155	7%	14,417	3%	10,733	2%
12/14	12,375	3%	38,153	10%	31,823	8%	14,508	4%	9,370	2%
<b>Total</b>	<b>\$ 40,460</b>	<b>3%</b>	<b>\$ 205,399</b>	<b>14%</b>	<b>\$ 102,511</b>	<b>7%</b>	<b>\$ 42,905</b>	<b>3%</b>	<b>\$ 30,911</b>	<b>2%</b>

	Zip Code									
	32535		32561		32562		32577			
	Century		Pensacola							
Month of Collection	(Other) Area	% OF Total	Beach Area	% OF Total	Other	% OF Total	Molino Area	% OF Total	Total Month	% OF Total
10/14	124	0%	275,711	47%	-	0%	-	0%	589,690	100%
11/14	213	0%	243,219	44%	-	0%	415	0%	548,072	100%
12/14	104	0%	139,615	37%	-	0%	-	0%	379,004	100%
Total	\$ 441	0%	\$ 658,545	43%	\$ -	0%	\$ 415	0%	\$ 1,516,766	100%

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

		<b>THREE (3%) PERCENT TOURIST TAX DOLLARS COLLECTED 2007-2016</b>									
Month Of Collection	For The Month Of	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016
OCT	SEP	\$245,125	\$288,077	\$277,444	\$274,902	\$321,850	\$343,637	\$398,300	\$385,209	\$442,268	\$539,766
NOV	OCT	224,646	238,591	231,361	238,423	276,214	304,579	325,198	335,284	411,054	469,351
DEC	NOV	212,939	206,205	185,367	214,475	226,459	244,845	254,898	236,608	284,253	305,743
TOTAL		<b>\$682,710</b>	<b>\$732,873</b>	<b>\$694,173</b>	<b>\$727,800</b>	<b>\$824,524</b>	<b>\$893,061</b>	<b>\$978,396</b>	<b>\$957,101</b>	<b>\$1,137,575</b>	<b>\$1,314,860</b>

TOURIST DEVELOPMENT TAX COLLECTION DATA  
REPORTED IN FISCAL YEAR FORMAT  
ESCAMBIA COUNTY, FLORIDA

		ADDITIONAL ONE (1%) PERCENT TOURIST TAX DOLLARS COLLECTED 2007-2016									
Month Of Collection	For The Month Of	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016
OCT	SEP	\$81,708	\$96,026	\$92,482	\$91,634	\$107,283	\$114,546	\$132,767	\$128,403	\$147,422	\$179,922
NOV	OCT	74,882	79,530	77,120	79,474	92,072	101,526	108,399	111,761	137,018	156,450
DEC	NOV	70,980	68,735	61,789	71,492	75,487	81,615	84,966	78,869	94,751	101,914
TOTAL		\$227,570	\$244,291	\$231,391	\$242,600	\$274,841	\$297,687	\$326,132	\$319,034	\$379,191	\$438,287



# Pam Childers

Clerk of the Circuit Court and Comptroller, Escambia County

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

**AI-9681**

**Clerk & Comptroller's Report 13. 3.**

**BCC Regular Meeting**

**Consent**

**Meeting Date:** 01/21/2016

**Issue:** Acceptance of Documents

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

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

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## **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. Appeal of the December 2, 2015, decision of the Escambia County Contractor Competency Board, relating to Sowell Roofing Company, Inc., filed by Cynthia Trimble on December 21, 2015;

B. The *Escambia County, Florida, Law Library Board, Annual Audit Report, September 30, 2015*, as provided by Kristen McAllister, CPA, CGFM, CAM, Senior Manager - Audit Department, Warren Averett CPAs and Advisors; and

C. The *Pensacola-Escambia County Promotion and Development Commission, Pensacola, Florida, Financial Statements, September 30, 2015*, as provided by Libby Brown, Administrative Assistant, FloridaWest Economic Development Alliance.

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## **Attachments**

Competency Board Appeal - Trimble

Law Library Financial Statements

PEDC Financial Statements

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# Pam Childers

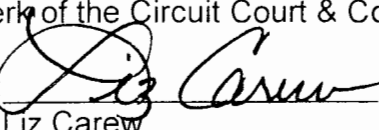
Clerk of the Circuit Court and Comptroller, Escambia County

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

## MEMORANDUM

TO: Jack R. Brown, County Administrator

FROM: Pam Childers  
Clerk of the Circuit Court & Comptroller

By:   
Liz Carew  
Clerk to the Board

DATE: December 21, 2015

RE: Appeal of the Escambia County Contractor Competency Board's Decision in the Case against Timothy Sowell Roofing, Inc.

This is to advise you that on December 21, 2015, the Clerk to the Board's Office received a letter from Cynthia Trimble, appealing the Escambia County Contractor Competency Board's December 2, 2015, decision in the case against Timothy Sowell Roofing.

In accordance with Chapter 18, Article II, Division 2, Section 18-59(a), of the Escambia County Code of Ordinances, within 20 days of the filing of the Petition, the Board of County Commissioners (BCC) shall issue an order providing for a notice and time of Hearing on the claim of the Petitioner before the BCC at its next regular meeting. A copy of the letter is attached.

Should you require additional information, please contact me by phone at (850) 595-3917 or by email at [lcarew@escambiaclerk.com](mailto:lcarew@escambiaclerk.com).

LFC/  
Attachments

pc: Alison Rogers, County Attorney (with attachments)  
Meredith Crawford, Assistant County Attorney (with attachments)  
Sue Garrett, Secretary, Contractor Competency Board (with attachments)

Dec. 21, 2015

BOARD OF County Commissioners

Please review the decision to dismiss the complaint brought before the county contractor competency Board on Dec. 2, 2015 by CYNTHIA L. TRIMBLE against Timothy Sowell Roofing, INC. I am appealing their decision based on the overwhelming evidence they ignored. My roof did NOT meet FL. Building code. Mr. Sowell put used materials on my roof causing extensive damage throughout my home. I provided the board with reports from two independent inspectors and one of those inspectors testified at that hearing. The inspectors from the County passed the inspection for Mr Sowell, but never even looked at my roof. The competency board did not look at the pictures that were provided to them by either one of the independent home inspectors. I feel this process was unfair to me and all homeowners in my community. We are supposed to be protected from predatory contractors.

CYNTHIA TRIMBLE  
323 Mirabelle Dr.  
Pensacola, FL 32514

Sincerely  
Miss Trimble

850 503 4345

## Liz Carew (COC)

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**From:** Sharon Harrell (COC)  
**Sent:** Tuesday, January 05, 2016 2:27 PM  
**To:** Liz Carew (COC)  
**Subject:** FW: Final PDF of LLB  
**Attachments:** FY 15 As Issued - ESC LLB.pdf

Law Library – Final Financial Statement for Notation on the Agenda

**Sharon Harrell, CPA**  
**Manager, Financial Reporting/Grants**  
PAM CHILDERS, Clerk of Circuit Court & Comptroller  
First Judicial Circuit, Escambia County  
221 Palafox Place, Suite 130  
Pensacola, FL 32502-5843  
850-595-4825  
✉ [SHarrell@escambiaclerk.com](mailto:SHarrell@escambiaclerk.com)  
[www.EscambiaClerk.com](http://www.EscambiaClerk.com)

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*Notice: 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 and 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.*

**From:** Kristen McAllister [<mailto:Kristen.McAllister@warrenaverett.com>]  
**Sent:** Monday, January 04, 2016 11:47 AM  
**To:** Sharon Harrell (COC)  
**Subject:** Final PDF of LLB

Sharon –

Attached is the final PDF of the FY 15 audit of Escambia County Law Library Board. Thanks.



**Kristen McAllister, CPA, CGFM, CAM**

Senior Manager - Audit Department  
[kristen.mcallister@warrenaverett.com](mailto:kristen.mcallister@warrenaverett.com)  
(O) 850.435.7400 (D) 850.470.5537  
(C) 850.218.2128 (F) 850.435.2888  
316 South Baylen Street, Suite 300, Pensacola, FL 32502



**ESCAMBIA COUNTY, FLORIDA  
LAW LIBRARY BOARD**

**ANNUAL AUDIT REPORT**

**SEPTEMBER 30, 2015**



**ESCAMBIA COUNTY, FLORIDA LAW LIBRARY BOARD  
TABLE OF CONTENTS  
SEPTEMBER 30, 2015**

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## **INDEPENDENT AUDITORS' REPORT**

To the Board of Directors  
Escambia County, Florida Law Library Board

### **Report on the Financial Statements**

We have audited the accompanying financial statements of the Escambia County, Florida Law Library Board ("Law Library Board"), a component unit of Escambia County, Florida, as of and for the year ended September 30, 2015 and the related notes to the financial statements, which collectively comprise the Law Library Board'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.

### ***Auditors' Responsibility***

Our responsibility is to express opinions 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 and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of 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 Law Library Board'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 Law Library Board'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.

### ***Opinion***

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Law Library Board, as of September 30, 2015, and the changes in financial position for the fiscal year then ended in accordance with accounting principles generally accepted in the United States of America.

**Other Matters***Required Supplementary Information*

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and budgetary comparison information, as listed in the table of contents, be presented to supplement the basic financial statements. Such information, although not a 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 December 22, 2015 on our consideration of the Law Library Board'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 included under the heading "*Independent Auditors' 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*". 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 the 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 Law Library Board's internal control over financial reporting and compliance.

*Warren Averett, LLC*

Pensacola, Florida  
December 22, 2015

**ESCAMBIA COUNTY, FLORIDA LAW LIBRARY BOARD  
MANAGEMENT'S DISCUSSION AND ANALYSIS (UNAUDITED)  
SEPTEMBER 30, 2015**

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Our discussion and analysis of Escambia County, Florida Law Library Board's (Board) financial performance provides an overview of the Board's financial activities for the fiscal year ended September 30, 2015. Please read it in conjunction with the Board's financial statements which immediately follow this discussion.

## **OVERVIEW OF THE FINANCIAL STATEMENTS**

This discussion and analysis is intended to serve as an introduction to the Board's basic financial statements. The basic financial statements are comprised of three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements. This report also contains other required supplementary information in addition to the basic financial statements.

### Government-Wide Financial Statements

The *government-wide financial statements*, which consist of the following two statements, are designed to provide readers with a broad overview of the Board's finances, in a manner similar to a private-sector business.

The *statement of net position* presents the Board's assets and liabilities, with the difference between the two reported as *net position*. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the Board is improving or deteriorating.

The *statement of activities* presents the change in the Board's net position during the year. 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*. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods.

### Fund Financial Statements

A *fund* is a grouping of related accounts used to maintain control over resources that have been segregated for specific activities or objectives. The Board only has one category of funds - governmental funds - and maintains only a General Fund.

*Governmental funds* are used to account for essentially the same functions reported as *governmental activities* in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on *near-term inflows and outflows of spendable resources*, as well as on *balances of spendable resources* available at the end of the fiscal year. Such information may be useful in evaluating the Board's near-term financing requirements.

### Notes to the Financial Statements

The notes provide additional information essential to a full understanding of the data provided in the government-wide and fund financial statements.

**ESCAMBIA COUNTY, FLORIDA LAW LIBRARY BOARD  
MANAGEMENT'S DISCUSSION AND ANALYSIS (UNAUDITED)  
SEPTEMBER 30, 2015**

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Other Information

In addition to the basic financial statements and accompanying notes, this report also presents certain required supplementary information concerning the Board's adopted budget and actual results.

**GOVERNMENT-WIDE FINANCIAL ANALYSIS**

As noted earlier, net position may serve over time as a useful indicator of financial position. The following table reflects the condensed Government-wide Statement of Net Position. A comparative analysis of government-wide data is presented as follows:

Escambia County Law Library Board's Net Position

	<u>2015</u>	<u>2014</u>
Current and Other Assets	\$ 85,756	\$ 78,574
Capital Assets, net	13,538	8,715
Total Assets	<u>99,294</u>	<u>87,289</u>
Liabilities	<u>6,063</u>	<u>6,281</u>
Net Position:		
Invested in Capital Assets	13,538	8,715
Unrestricted	79,693	72,293
Total Net Position	<u>\$ 93,231</u>	<u>\$ 81,008</u>

The majority of the Board's net position is unrestricted and may be used to meet the Board's ongoing obligations.

Escambia County Law Library Board's Changes in Net Position

	<u>2015</u>	<u>2014</u>
Revenues:		
Program revenues - charges for services	\$ 89,863	\$ 85,622
Miscellaneous revenues	114	512
	<u>89,977</u>	<u>86,134</u>
Expenses - general government	<u>77,754</u>	<u>80,284</u>
Increase (Decrease) in Net Position	12,223	5,850
Net Position, beginning of year	81,008	75,158
Net Position, end of year	<u>\$ 93,231</u>	<u>\$ 81,008</u>

**ESCAMBIA COUNTY, FLORIDA LAW LIBRARY BOARD  
MANAGEMENT'S DISCUSSION AND ANALYSIS (UNAUDITED)  
SEPTEMBER 30, 2015**

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**FINANCIAL ANALYSIS OF THE BOARD'S GENERAL FUND**

As of the end of fiscal year 2015, the Board's general fund reported an ending fund balance of \$83,838, an increase of \$7,102 from the prior year's fund balance. The Board has assigned \$4,155 of the fund balance to cover next fiscal year's anticipated budget shortfall. The unassigned fund balance of \$79,683 is available for spending at the Board's discretion.

**GENERAL FUND BUDGETARY HIGHLIGHTS**

The Board was projected to have a budget shortfall of \$22,032; however, the Board was able to operate at a surplus of \$7,102.

Differences between the general fund's actual activity and final budget can be briefly summarized as follows:

- Article V Court Cost Filing Fees collected by the Escambia County Clerk of the Court were \$25,510 higher than budgeted.
- Library resources expenditures were \$3,597 less than budgeted as the Board continued to minimize discretionary spending.

**CAPITAL ASSETS AND DEBT ADMINISTRATION**

The Board's investment in capital assets, net of depreciation as of September 30, 2015, amounts to \$13,538. This investment in capital assets includes books, legal publications, and equipment. Significant capital assets activity during the year included additions of \$7,917. The Board has no debt.

**ECONOMIC FACTORS**

Facts, decisions, or conditions that are expected to have an effect on the financial position or results of operations of the Board in fiscal year 2016 include using the Board's surplus cash to fund operations and to continue to reduce or minimize growth in expenditures to match revenues earned.

**ESCAMBIA COUNTY, FLORIDA LAW LIBRARY BOARD**  
**FUND BALANCE SHEET / STATEMENT OF NET POSITION**  
**SEPTEMBER 30, 2015**

	Governmental Fund - General Fund Balance Sheet	Adjustments (Note 9)	Statement of Net Position
<b>Assets</b>			
Cash	\$ 60,784	\$ -	\$ 60,784
Accounts receivable	444	-	444
Due from other governments	24,528	-	24,528
Capital assets:			
Depreciable, net	-	13,538	13,538
<b>Total assets</b>	<u>85,756</u>	<u>13,538</u>	<u>99,294</u>
<b>Liabilities</b>			
Salaries and compensated absences	\$ 1,918	\$ 4,145	\$ 6,063
<b>Fund Balance / Net Position</b>			
Fund balance			
Assigned	4,155		
Unassigned	79,683		
<b>Total fund balance</b>	<u>83,838</u>		
<b>Total liabilities and fund balance</b>	<u>\$ 85,756</u>		
Net Position			
Investment in capital assets, net			\$ 13,538
Unrestricted			79,693
<b>Total net position</b>			<u>\$ 93,231</u>

See notes to the financial statements.



**ESCAMBIA COUNTY, FLORIDA LAW LIBRARY BOARD**  
**STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN**  
**FUND BALANCE / STATEMENT OF ACTIVITIES**  
**FOR THE YEAR ENDED SEPTEMBER 30, 2015**

	Governmental Fund		Adjustments (Note 9)	Statement of Activities
	General Fund			
<b>Expenditures / Expenses</b>				
General Government				
Personal services	\$ 49,459	\$ (298)		\$ 49,161
Pensions	2,363	-		2,363
Copier supplies and maintenance	360	-		360
Office supplies	711	-		711
Library resources	22,351	(7,917)		14,434
Professional services	5,750	-		5,750
Insurance	270	-		270
Depreciation	-	3,094		3,094
Miscellaneous	1,611	-		1,611
Total expenditures	<u>82,875</u>	<u>(5,121)</u>		<u>77,754</u>
<b>Program revenues</b>				
Charges for services				
Fee income	87,555	-		87,555
Copier rental and overdue book fines	2,308	-		2,308
Total charges for services	<u>89,863</u>	<u>-</u>		<u>89,863</u>
 Net program income	 6,988	 5,121		 12,109
<b>General revenues</b>				
Miscellaneous income	<u>114</u>	<u>-</u>		<u>114</u>
 Excess (deficiency) of revenues over expenditures	 7,102			
 Change in net position				 12,223
<b>Fund balance / net position</b>				
Beginning of year	76,736			81,008
End of year	<u>\$ 83,838</u>			<u>\$ 93,231</u>

See notes to the financial statements.

**ESCAMBIA COUNTY, FLORIDA LAW LIBRARY BOARD**  
**NOTES TO THE FINANCIAL STATEMENTS**  
**SEPTEMBER 30, 2015**

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**1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

**Description of Business**

The Escambia County Law Library Board (the Board), created under Special Act, Chapter 92-267, Laws of Florida, provides for the maintenance of a central law library for the use of the public, county officials, judges, and officers of the courts of Escambia County. The operations of the Board are funded by fees collected by the Clerk of the Circuit Court on cases filed in the courts and by other costs provided by law. The Board consists of one (1) circuit judge, one (1) county judge, and three (3) members of the local bar association. The Board is an independent special district and a component unit of Escambia County, Florida and its operations are reported as a discrete component unit in the financial statements of the Board of County Commissioners of Escambia County, Florida.

**Basis of Presentation - Basis of Accounting**

Governmental Accounting Standards Board (GASB) Statement No. 34 requires local governmental entities to present *basic financial statements* which are defined as follows:

**Government-wide financial statements** (i.e., the Statement of Net Position and the Statement of Activities) report information using the *economic resources measurement focus* and the *accrual basis of accounting*. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of the related cash flows. These statements focus on an entity's governmental and business-type (when applicable) activities, as a whole, and report all of the assets, liabilities, revenues, expenses, and gains and losses of the entity.

**Fund financial statements** (i.e., Fund Balance Sheet and the Statement of Revenues, Expenditures, and Changes in Fund Balance) report information using the *current financial resources measurement focus* and the *modified accrual basis of accounting*. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be *available* when they are collectible within the current period or within sixty days after year-end. Expenditures are generally recorded when a liability is incurred, as under accrual accounting. These statements focus on *major* funds (for the Board the general fund is the only fund).

GASB Statement No. 34 requires disclosure of the reconciliation adjustments which convert the *fund financial statements* into *government-wide financial statements*. The Board has elected to present the respective *fund financial statements* and the *government-wide financial statements* in a combined format containing the reconciliation adjustments.

**General Fund**

The General Fund is the Board's sole operating fund and accounts for all of its financial resources.

**Capital Assets**

Capital assets (furniture and equipment costing at least \$1,000 with a useful life of more than one year), to the extent supported by reliable records, are recorded at cost as assets in the Statement of Net Position and as capital outlay expenditures in the general fund's Statement of Revenues, Expenditures, and Changes in Fund Balance in the year of acquisition. Books and publications are recorded as capital assets regardless of cost due to their nature and life expectancy.

**ESCAMBIA COUNTY, FLORIDA LAW LIBRARY BOARD**  
**NOTES TO THE FINANCIAL STATEMENTS**  
**SEPTEMBER 30, 2015**

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**1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – CONTINUED**

Contributed assets received in recent years are recorded at their estimated fair value at the time of donation. In prior years, donated assets were not recorded in the financial statements. The Board does not engage in the acquisition of public domain assets ("infrastructure").

**Compensated Absences**

Employees may accumulate a limited amount of annual and sick leave which will be paid upon separation of service. Expenditures are not recognized in the general fund until payments are made to employees.

**Fund Balance**

Fund balances are classified in a hierarchy based on the extent to which there are external and internal constraints on the spending of the fund balances. These classifications are restricted, committed, assigned, and unassigned.

**Net Position**

*Invested in capital assets* represents the portion of net position associated with non-liquid capital assets.

*Unrestricted net position* represents unrestricted liquid assets available for appropriation in future periods.

**Events Occurring After Reporting Date**

The Board has evaluated events and transactions that occurred between September 30, 2015 and December 22, 2015, which is the date that the financial statements were available to be issued, for possible recognition or disclosure in the financial statements.

**2. GOVERNMENTAL FUND BALANCES**

Fund balance at year end consists of the following:

*Non-spendable* fund balances include amounts that cannot be spent because they are not in spendable form or are legally or contractually required to be maintained intact. There were no non-spendable fund balances at the Board as of September 30, 2015.

*Remaining* fund balances are classified as follows depending on the Board's ability to control the spending of these fund balances:

**ESCAMBIA COUNTY, FLORIDA LAW LIBRARY BOARD**  
**NOTES TO THE FINANCIAL STATEMENTS**  
**SEPTEMBER 30, 2015**

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**2. GOVERNMENTAL FUND BALANCES – CONTINUED**

*Restricted* fund balances can only be used for specific purposes which are externally imposed by creditors, grantors, contributors, or laws or regulations or are imposed by law through constitutional provisions or enabling legislation. There were no restricted fund balances at the Board as of September 30, 2015.

*Committed* fund balances can only be used for specific purposes imposed internally by the Board's formal action of highest level of decision making authority. As of September 30, 2015, the Board had no committed fund balances.

*Assigned* fund balances are fund balances intended to be used for specific purposes, but which do not meet the more formal criterion to be considered either restricted or committed.

As of September 30, 2015, the Board had \$4,155 of fund balance assigned to balance the next year's budget.

*Unassigned* fund balances represent the residual positive fund balance within the General Fund, which has not been restricted, committed, or assigned. As of September 30, 2015, the Board had \$79,683 unassigned fund balances.

**3. CASH DEPOSITS**

The investment of surplus funds is governed by the provisions of Florida Statute 218.415 as to the type of investments that can be made. Deposits may be exposed to custodial credit risk (risk of loss in the event of a bank failure).

The Board manages its custodial credit risk by maintaining its deposits in financial institutions designated as "Qualified Public Depositories" by the State Treasurer. All deposits were fully insured through a combination of Federal depository insurance and participation of the financial institutions in the multiple financial institution collateral pool as specified in Chapter 280, Florida Statutes. Accordingly, risk of loss due to bank failure is not significant.

At September 30, 2015, the reported amount of the Board's deposits was \$60,784 and the bank balance was \$69,637 consisting entirely of deposits with a financial institution in a checking account.

**ESCAMBIA COUNTY, FLORIDA LAW LIBRARY BOARD**  
**NOTES TO THE FINANCIAL STATEMENTS**  
**SEPTEMBER 30, 2015**

**4. CAPITAL ASSETS**

Changes in capital assets for the year ended September 30, 2015, were as follows:

	Balance October 1, 2014	Increases	Decreases	Balance September 30, 2015
<i>Capital assets depreciated:</i>				
Books and publications	\$ 1,047,566	\$ 1,856	\$ -	\$ 1,049,422
Furniture and equipment	68,471	6,061	-	74,532
Total capital assets depreciated	1,116,037	7,917	-	1,123,954
<i>Less accumulated depreciation:</i>				
Books and publications	1,038,961	3,070	-	1,042,031
Furniture and equipment	68,361	24	-	68,385
Total accumulated depreciation	1,107,322	3,094	-	1,110,416
Total capital assets depreciated, net	<u>\$ 8,715</u>	<u>\$ 4,823</u>	<u>\$ -</u>	<u>\$ 13,538</u>

For the year ended September 30, 2015, the Board recorded \$3,094 in depreciation expense.

**5. CHANGES IN COMPENSATED ABSENCES**

Balance, October 1, 2014	\$ 4,443
Increase	3,761
Decrease	(4,059)
Balance, September 30, 2015	<u>\$ 4,145</u>

**6. CONTRIBUTED FACILITIES**

The Board is provided library and office space free of charge in the Judicial Center.

**7. RETIREMENT PLAN**

**Plan Description**—The Board participates in the Florida Retirement System (FRS), a cost sharing multiple-employer defined benefit pension plan, administered by the State of Florida. Beginning in 2002, the FRS became one system with two primary plans, a defined benefit plan (FRS Pension Plan) and a defined contribution plan alternative to the defined benefit plan known as the Public Employee Option Retirement Program (FRS Investment Plan). The effective date of the FRS Investment Plan was July 1, 2002. On July 1, 2011 the FRS became a contributory plan. The FRS provides retirement, disability and death benefits to members. The State of Florida issues a publicly available report that includes financial statements and required supplementary information for FRS.

**ESCAMBIA COUNTY, FLORIDA LAW LIBRARY BOARD**  
**NOTES TO THE FINANCIAL STATEMENTS**  
**SEPTEMBER 30, 2015**

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**7. RETIREMENT PLAN – CONTINUED**

The report may be obtained at [www.myfrs.com](http://www.myfrs.com) or may be obtained by writing to the State of Florida Division of Retirement, Department of Management Services, P.O. Box 9000, Tallahassee, Florida 32315-9000.

For members hired before July 1, 2011 the FRS Pension Plan provides for the vesting of benefits after six years of creditable service and age 62, or thirty years of service regardless of age, whichever comes first. For members first enrolled after July 1, 2011, vesting occurs after eight years of credible service and age 65, or thirty-three years of service regardless of the age before 65. Early retirement may be taken any time after vesting; however, there is a 5% benefit reduction for each year prior to normal retirement age. Members are also eligible for in-line-of-duty or regular disability benefits if permanently disabled and unable to work. Benefits are computed on the basis of age, average final compensation and service credit.

Funding Policy - The FRS has six classes of membership. Only one of these classes is applicable to the Board's eligible employees. The Board is required to contribute at an actuarial determined rate. These rates are a percent of covered payroll. The one applicable class, with descriptions and contribution rates in effect during the period ended September 30, 2015, 2014 and 2013 is as follows:

	<u>2015</u>	<u>2014</u>	<u>2013</u>
Regular Class:	7.34%	7.06%	5.62%

The contribution requirements of the Board and members are established and may be amended by FRS. The plan is contributory for employees requiring a 3% employee contribution. This is in addition to the contributions that are the obligation of the employer. The Board's contributions to FRS for the years ended September 30, 2015, 2014 and 2013 were \$2,363, \$2,326, and \$1,916, respectively, equal to the required contributions for each year.

***Net Pension Liability-Proportionate Share***

The Board has a net FRS pension liability determined in accordance with GASB Statement No. 68, Accounting and Financial Reporting for Pensions. However, the FRS has included this liability with the Escambia County Board of County Commissioners' FRS liability. This long-term liability is only reported in the county-wide financial statements and would not be material to the Board's financials. All required disclosures and schedules may be found in the county-wide financial statements of Escambia County, Florida.

**ESCAMBIA COUNTY, FLORIDA LAW LIBRARY BOARD**  
**NOTES TO THE FINANCIAL STATEMENTS**  
**SEPTEMBER 30, 2015**

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**8. RISK MANAGEMENT**

The Board is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; injuries to employees; and natural disasters. The Board carries commercial insurance to cover these risks. During the year, the Board had no significant reductions in insurance coverage from the prior year. In addition, there have been no settlements that exceeded the Board's insurance coverage in any of the past five fiscal years.

**9. RECONCILIATION OF GOVERNMENT-WIDE AND FUND FINANCIAL STATEMENTS**

Explanation of certain differences between the governmental fund balance sheet and the government-wide statement of net position:

Fund balance September 30, 2015	\$83,838
Capital assets used in governmental activities are not financial resources, and therefore, are not reported in the general fund	13,538
Compensated absences are not due and payable in the current period and, therefore, are not reported in the general fund	<u>(4,145)</u>
Net Position, September 30, 2015	<u><u>\$93,231</u></u>

Explanation of certain differences between the governmental statement of revenues, expenditures, and changes in fund balance and the government-wide statement of activities:

Net changes in fund balance	\$ 7,102
Governmental funds report capital outlays as expenditures. However, in the statement of net position, the cost of these assets are capitalized and they are depreciated over their estimated useful lives with depreciation expense reported in the statement of activities. Capital outlay is reported as an expenditure in the fund financials but is capitalized in the government-wide statements	7,917
Depreciation is reported in the government-wide statements	(3,094)
Salary expenses associated with compensated absences do not require the use of current financial resources and are not reported in the general fund	<u>298</u>
Change in net position	<u><u>\$ -</u></u>

## **REQUIRED SUPPLEMENTARY INFORMATION**



**ESCAMBIA COUNTY, FLORIDA LAW LIBRARY BOARD**  
**SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGE IN**  
**FUND BALANCE – BUDGET (GAAP BASIS) AND ACTUAL (UNAUDITED) –**  
**GENERAL FUND**  
**FOR THE YEAR ENDED SEPTEMBER 30, 2015**

	Original Budget	Final Budget	Actual	Variance with Final Budget Positive (Negative)
<b>Program Revenues</b>				
Charges for services				
Fee income	\$ 62,125	\$ 62,045	\$ 87,555	\$ 25,510
Copier rental and overdue book fines	3,000	2,260	2,308	48
Total charges for services	65,125	64,305	89,863	25,558
<b>Miscellaneous income</b>	-	-	114	114
Total revenues	65,125	64,305	89,977	25,672
<b>Expenditures</b>				
General Government				
Personal services	48,025	47,750	49,459	(1,709)
Pensions	3,354	3,334	2,363	971
Copier supplies and maintenance	360	360	360	-
Office supplies	880	1,800	711	1,089
Library resources	26,321	25,948	22,351	3,597
Professional services	5,600	5,750	5,750	-
Insurance	500	270	270	-
Miscellaneous	1,085	1,125	1,611	(486)
Total general government expenditures	86,125	86,337	82,875	3,462
Net change in fund balance	(21,000)	(22,032)	7,102	29,134
<b>Fund balance at beginning of year</b>	21,000	22,032	76,736	54,704
<b>Fund balance at end of year</b>	\$ -	\$ -	\$ 83,838	\$ 83,838

The accompanying notes are an integral part of this schedule.

**ESCAMBIA COUNTY, FLORIDA LAW LIBRARY BOARD  
NOTES TO REQUIRED SUPPLEMENTARY INFORMATION  
SEPTEMBER 30, 2015**

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The Board adopts a budget each year on a basis consistent with accounting principles generally accepted in the United States of America. The level of control is established at the function level. The budget may be amended in total by the Board and re-allocations of line item amounts can be made by the Board's Chairman.

**INDEPENDENT AUDITORS' 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**

To the Board of Directors  
Escambia County, Florida Law Library Board

We have audited, in accordance with the 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 fund balance sheet / statement of net position and the statement of revenues, expenditures, and changes in fund balance / statement of activities of the Escambia County, Florida Law Library Board ("Law Library Board"), a component unit of Escambia County, Florida, as of and for the year ended September 30, 2015, and the related notes to the financial statements, which collectively comprise the Law Library Board's basic financial statements, and have issued our report thereon dated December 22, 2015.

**Internal Control Over Financial Reporting**

In planning and performing our audit of the financial statements, we considered the Law Library Board'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 Law Library Board's internal control. Accordingly, we do not express an opinion on the effectiveness of the Law Library Board'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 a 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 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. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

**Compliance and Other Matters**

As part of obtaining reasonable assurance about whether the Law Library Board's financial statements are free from 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 this 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 entity'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.

*Warren Averett, LLC*

Pensacola, Florida  
December 22, 2015

**INDEPENDENT ACCOUNTANTS' REPORT ON EXAMINATION OF  
COMPLIANCE REQUIREMENTS IN ACCORDANCE  
WITH CHAPTER 10.550, RULES OF THE AUDITOR GENERAL**

To the Board of Directors  
Escambia County, Florida Law Library Board

We have examined the Escambia County, Florida Law Library Board's ("Law Library Board") compliance with Florida Statute 218.415 in regards to investments for the year ended September 30, 2015.

Management is responsible for the Law Library Board's compliance with those requirements. Our responsibility is to express an opinion on the Law Library Board'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 Law Library Board's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances. We believe that our examination provides a reasonable basis for our opinion. Our examination does not provide a legal determination on the Law Library Board's compliance with specified requirements.

In our opinion, the Law Library Board complied, in all material respects, with the aforementioned requirements for the year ended September 30, 2015.

*Warren Averett, LLC*

Pensacola, Florida  
December 22, 2015

## **MANAGEMENT LETTER**

To the Board of Directors  
Escambia County, Florida Law Library Board

### **Report on the Financial Statements**

We have audited the fund balance sheet / statement of net position and the statement of revenues, expenditures, and changes in fund balance / statement of activities of the Escambia County, Florida Law Library Board (hereinafter referred to as "Law Library Board"), a component unit of Escambia County, Florida, as of and for the year ended September 30, 2015, and have issued our report thereon dated December 22, 2015.

### **Auditors' Responsibility**

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

### **Other Reports**

We have issued our Independent Auditors' 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*; and our Independent Accountants' Report on Examination of Compliance Requirements in Accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in those reports, which are dated December 22, 2015, should be considered in conjunction with this management letter.

### **Prior Audit Findings**

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. There were no findings in the preceding annual audit report.

### **Financial Condition**

Section 10.554(1)(i)5.a. and 10.556(7), Rules of the Auditor General, require that we apply appropriate procedures and report the results our determination as to whether or not the Law Library Board 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 Law Library Board did not meet any of the conditions described in Section 218.503(1), Florida Statutes.

Pursuant to Sections 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 Law Library Board'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. and 10.556(7), Rules of the Auditor General, require that we apply appropriate procedures and report the results of our determination as to whether the annual financial report for the Law Library Board for the fiscal year ended September 30, 2015, 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, 2015. In connection with our audit, we determined that these two reports were in agreement.

**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 did not have any such recommendations.

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.

*Warren Averett, LLC*

Pensacola, Florida  
December 22, 2015

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CERTIFIED PUBLIC ACCOUNTANTS AND CONSULTANTS

Board of Directors  
Pensacola-Escambia County Promotion  
and Development Commission  
Pensacola, Florida

We have audited the financial statements of the governmental activities, General Fund, and the fiduciary activities of the Pensacola-Escambia County Promotion and Development Commission (the "Commission") for the year ended September 30, 2015. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards and *Government Auditing Standards*, as well as information related to the planned scope and timing of our audit. We communicated such information to you in our letter dated October 5, 2015. 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 Commission are described in Note 1 to the financial statements. No new accounting policies were adopted and the application of existing policies was not changed during fiscal year 2015. We noted no transactions entered into by the Commission 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 most sensitive estimate affecting the Commission's financial statements was management's estimate of the Technology Park Property's value which is based on an appraisal. We evaluated the key factors and assumptions used to develop the Technology Park Property's value in determining that it is reasonable in relation to the financial statements taken as a whole.

Certain financial statement disclosures are particularly sensitive because of their significance to financial statement users. The most sensitive disclosure affecting the financial statements was the Technology Park disclosure in Note 4 to the financial statements. This is considered sensitive because of the unique situation in which the property is properly accounted for in governmental activities.

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

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*Difficulties Encountered in Performing the Audit*

We encountered no significant 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 clearly trivial, and communicate them to the appropriate level of management. There were no such misstatements.

*Disagreements with Management*

For purposes of this letter, a disagreement with management is 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 December 4, 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 governmental unit'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 Commission's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

**Other Matters**

We applied certain limited procedures to Management's Discussion and Analysis, which is required supplementary information ("RSI") that supplements the basic financial statements. Our procedures consisted of inquiries of management regarding 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 did not audit the RSI and do not express an opinion or provide any assurance on the RSI.

We were engaged to report on the Schedule of Expenditures of State Financial Assistance, which accompanies the financial statements but is not RSI. With respect to this supplementary information, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with accounting principles generally accepted in the United States of America, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves.

**Restriction on Use**

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

Very truly yours,



Pensacola, Florida  
December 4, 2015

**PENSACOLA-ESCAMBIA COUNTY PROMOTION  
AND DEVELOPMENT COMMISSION**

**PENSACOLA, FLORIDA**

**FINANCIAL STATEMENTS**

**SEPTEMBER 30, 2015**

**PENSACOLA-ESCAMBIA COUNTY PROMOTION  
AND DEVELOPMENT COMMISSION**

**PENSACOLA, FLORIDA**

**FINANCIAL STATEMENTS**

**SEPTEMBER 30, 2015**

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## **INDEPENDENT AUDITOR'S REPORT**

Board of Directors  
Pensacola-Escambia County Promotion  
and Development Commission  
Pensacola, Florida

### **Report on the Financial Statements**

We have audited the accompanying financial statements of the governmental activities, the General Fund and the fiduciary fund of the Pensacola-Escambia County Promotion and Development Commission (the "Commission") as of and for the year ended September 30, 2015, and the related notes to the financial statements, which collectively comprise the Commission's 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 audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. 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.

Board of Directors  
Pensacola-Escambia County Promotion  
and Development Commission

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

**Opinions**

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the General Fund and the fiduciary fund of the Commission, as of September 30, 2015, and the respective changes in financial position and the budgetary comparison for the General Fund for the year then ended in conformity with accounting principles generally accepted in the United States of America.

**Other Matters**

*Required Supplementary Information*

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis on pages 4 through 8 be presented to supplement the basic financial statements. Such information, although not a 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 Information*

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the Commission's basic financial statements. The schedule of expenditures of state financial assistance is presented for purposes of additional analysis as required by Chapter 10.550, Rules of the Auditor General and is not a required part of the basic financial statements.

The schedule of expenditures of state financial assistance is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditures of state financial assistance is fairly stated in all material respects in relation to the basic financial statements as a whole.

Board of Directors  
Pensacola-Escambia County Promotion  
and Development Commission

**Other Reporting Required by *Government Auditing Standards***

In accordance with *Government Auditing Standards*, we have also issued our report dated December 4, 2015 on our consideration of the Commission'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 the 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 Commission's internal control over financial reporting and compliance.



Pensacola, Florida  
December 4, 2015

**Pensacola-Escambia County Promotion and Development Commission  
Management's Discussion and Analysis  
For the Year Ended September 30, 2015**

Our discussion and analysis of the financial performance of the Pensacola-Escambia County Promotion and Development Commission (the "Commission") provides an overview of the Commission's financial activities for the fiscal year ended September 30, 2015. Please review it in conjunction with the Commission's financial statements.

**FINANCIAL HIGHLIGHTS**

- Total assets for the Pensacola-Escambia County Promotion and Development Commission increased by \$770,277 from 2014 due to an increase of \$772,504 in bank account balances and a decrease of \$2,227 in receivables. Liabilities increased by \$738,903 due to an increase in Project FOIL payable - County.
- Deferred Compensation Fund net assets balance decreased by \$8,897 from 2014. The fluctuation is representative of two parts. The first part is a \$703 increase in asset value which is consistent with a minimal increase in stock market performance, and the second part is \$9,600 worth of normal monthly draws to result in the overall decrease in balance.

**USING THIS ANNUAL REPORT**

This annual report consists of a series of financial statements. The Statement of Net Position and the Statement of Activities (on pages 9-10) provide information about the activities of the Commission as a whole and present a longer-term view of the Commission's finances. Fiduciary fund financial statements start on page 12.

**Reporting on the Commission as a Whole**

*The Statement of Net Position and the Statement of Activities*

Our analysis of the Commission as a whole begins on the following page. One of the important questions asked about the Commission's finances is "Is the Commission as a whole better off or worse as a result of the year's activities?" The Statement of Net Position and the Statement of Activities report information about the Commission as a whole and about its activities in a way that helps answer this question. These statements include all assets and liabilities using the accrual basis of accounting, which is similar to accounting used by most private-sector companies. Accrual of the current year's revenues and expenses are taken into account regardless of when cash is received or paid.

These two statements report the Commission's net assets and changes in them. You can think of the Commission's net assets, the difference between assets, what the Commission owns, and liabilities, what the Commission owes, as one way to measure the Commission's financial health, or financial position. Over time, increases or decreases in the Commission's net assets are one indicator of whether its financial health is improving or deteriorating. You will need to consider other non-financial factors, however, such as continuing local government support, to assess the overall health of the Commission.



**Pensacola-Escambia County Promotion and Development Commission  
Management's Discussion and Analysis  
For the Year Ended September 30, 2015**

**Reporting the Commission's Funds**

*Fiduciary Fund Financial Statements*

Our analysis of the Commission's fiduciary fund begins on the following page. The fund financial statements begin on page 12 and provide detail information about the Deferred Compensation Fund.

*Notes to the Financial Statements:* The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements. The notes to the financial statements can be found on pages 14-19 of this report.

**THE COMMISSION AS A WHOLE**

The Commission's total net position changed slightly from a year ago, increasing from \$4,350,716 to \$4,382,090. Our analysis below focuses on the net position (Table 1) and changes in net position of the Commission's governmental activities.

**Table 1  
Net Position  
(in thousands)**

	<u>2014</u>	<u>2015</u>
Cash	\$ 637	\$ 1,410
Grant receivable	20	-
Other receivable	-	18
Technology Park property	<u>5,850</u>	<u>5,850</u>
Total Assets	<u>\$ 6,507</u>	<u>\$ 7,278</u>
Accounts payable	\$ 4	\$ 2
FOIL payable – County	-	737
Technology Park payable – County	<u>2,152</u>	<u>2,157</u>
Total liabilities	<u>2,156</u>	<u>2,896</u>
Net Position:		
Restricted	61	61
Unrestricted	<u>4,290</u>	<u>4,321</u>
Total net position	<u>4,351</u>	<u>4,382</u>
Total Liabilities and Net Position	<u>\$ 6,507</u>	<u>\$ 7,278</u>

**Pensacola-Escambia County Promotion and Development Commission  
Management's Discussion and Analysis  
For the Year Ended September 30, 2015**

*Statement of Activities*

Prior year revenue totaled \$291,193 versus current year revenue of \$3,343,957. This increase is primarily due to an increase in grant funds and funding from the County.

Prior year expenses totaled \$288,681 versus current year expenses of \$3,312,583. This increase is primarily due to an increase in grant expenditures and funding for FloridaWest Economic Development Alliance.

**Reporting on the Fiduciary Fund**

Prior year investment income in the Deferred Compensation Fund totaled \$10,585 versus current year investment income of \$703. This decrease is due to lower return on the investment in the current year.

Prior year expenses and current year expenses both totaled \$9,600. The withdrawal amount does not change from year to year.

**Table 2  
Final Budget versus Actual Results (GAAP Basis)  
General Fund**

	<u>Final Budget</u>	<u>Actual</u>	<u>Variance</u>
<b>Revenues:</b>			
Intergovernmental	\$ 670,000	\$ 670,000	\$ 0
Grant revenue	2,980,078	2,656,144	(323,934)
Miscellaneous income	0	17,650	17,650
Investment income	600	163	(437)
<b>Expenditures:</b>			
Current -			
General government	\$ 3,753,678	\$ 3,312,583	\$ 441,095
<b>Use of Reserves</b>	\$ 103,000	\$ 0	\$ 103,000

**Final Budget versus Actual Results**

The Commission did not have any changes to the intergovernmental revenue since the Commission was able to reasonably estimate the predicted revenue sources throughout the year. The Commission approved budget modifications for the FOIL Project to accommodate amendments to the grant. However, the grant timeline did not allow for expending all available funds by the end of the year. The Commission realized a slight decrease in interest for the year as funds were moved into a low interest bearing checking account to meet the cash flow needs related to the FOIL Project. The Commission had miscellaneous income resulting from reimbursements received from the FOIL Project contractor for late filing penalties incurred.

**Pensacola-Escambia County Promotion and Development Commission  
Management's Discussion and Analysis  
For the Year Ended September 30, 2015**

The variance in General Government expenditures can be attributed to budgeted expenses for the FOIL Project and Technology Park Master Planning that did not occur by year end.

**ECONOMIC FACTORS**

The economic development mission of the Commission remains constant. The Commission has contracted with a new entity formed from an active divestiture of the Greater Pensacola Chamber, the Community Economic Development Association of Pensacola and Escambia County d/b/a FloridaWest Economic Development Alliance ("Florida West"), for all of its economic activities which includes performing management duties on behalf of the Commission. The Commission requested increased funding from Escambia County and the City of Pensacola for the current fiscal year in order to fully fund FloridaWest's public funding contribution out of the Commission rather than FloridaWest's public funding coming from various sources. Escambia County granted the additional funding request. The additional funding request from the City of Pensacola came directly to FloridaWest under a separate agreement.

The Commission took ownership of property from Escambia County and the City of Pensacola for the purpose of developing it into a Technology Campus during 2008. Construction of the initial infrastructure for the Campus, partially funded with a line of credit from Escambia County, was completed in June 2012. In December 2012, the Commission sought to re-appraise the Technology Campus value to more accurately reflect the current market value of the property. Also in fiscal year 2013, the Commission approved an updated version of the Inter-local Agreement between the Commission, City of Pensacola, Escambia County and the Community Redevelopment Agency ("CRA"), which included both City and County forgiveness of debt for the Technology Campus property and the ability to market and sell or lease the property independently of City or County approval. The line of credit from Escambia County will be paid for using proceeds from the sale of the lots on the Technology Campus. Once eighty percent of the developable square footage of the Technology Campus has been conveyed by the Commission to a third party, the net ad valorem property tax received by the City and by the County from the properties within the Campus shall be applied to repayment of the line of credit. Now that the Technology Campus more accurately reflects the current market value of the property, the Commission is marketing the property to prospective companies and has retained the services of Beck Properties and CB Richard Ellis to provide commercial brokerage services for the Technology Campus. During 2014, the Commission entered into a professional service agreement with Atkins to further refine a master plan for the Technology Park. Work on the master plan was started during the current fiscal year and will be completed in 2016.

The Commission entered into a Memorandum of Intent with Space Florida, a public corporation and independent special district of the State of Florida. Space Florida proposes to construct a multi-tenant facility totaling approximately 75,000 square feet on an approximately 80,000 square feet SF site at the Pensacola Technology Campus, on land located in Pensacola, Florida, and owned by PEDC, so as to provide a state-of-the-art facility to enable growth for development of a confidential aerospace company that will be the anchor tenant, as well as several additional complimentary smaller tenants. Space Florida anticipates breaking ground in the second quarter of 2016.

**Pensacola-Escambia County Promotion and Development Commission  
Management's Discussion and Analysis  
For the Year Ended September 30, 2015**

The Commission entered into a grant agreement with the State of Florida, Department of Economic Opportunity ("DEO"), to conduct a Feasibility, Economic Impact, and Industrial Development Study to determine the feasibility of developing sites along the Lower Escambia River Basin into major industrial sites to target high-energy, aerospace, or other industrial-manufacturing businesses to boost economic development and job growth. The project was completed during the current fiscal year and the Commission made its recommendations and delivered its final report to DEO.

The Commission remains the Grantee for Foreign-Trade Zone ("FTZ") #249 and continues to fulfill all of its responsibilities as the designated grantee for FTZ #249. FTZ #249 consists of sites at the Port of Pensacola, Pensacola International Airport, Pensacola Marine Terminal (2 sites: Pensacola Shipyard and Spruce Street Industrial Complex), Century Industrial Park and a designated sub-zone for the GE Wind Energy Plant. The Commission will be reviewing FTZ #249 schedules for fees associated with FTZ usage to report to the Foreign Trade Zone Board along with FTZ #249's annual report.

**REQUEST FOR INFORMATION**

This financial report is designed to provide a general overview of the Commission's finances for all those with interest in the government's finances. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to the FloridaWest Economic Development Alliance, 117 W Garden Street, Pensacola, Florida 32502.



Scott Luth  
CEO, FloridaWest Economic Development Alliance

## FINANCIAL STATEMENTS

**PENSACOLA-ESCAMBIA COUNTY PROMOTION  
AND DEVELOPMENT COMMISSION  
STATEMENT OF NET POSITION  
SEPTEMBER 30, 2015**

**ASSETS**

	General Fund
	<u>                    </u>
Cash	\$ 1,409,902
Other receivable	17,650
Technology Park property, net	<u>5,850,000</u>
<b>Total Assets</b>	<b><u>\$ 7,277,552</u></b>

**LIABILITIES AND NET POSITION**

<b>Liabilities:</b>	
Accounts payable	\$ 1,557
FOIL payable - County	737,294
Technology Park payable - County	<u>2,156,611</u>
Total liabilities	<u>2,895,462</u>
<b>Commitments and Contingencies</b>	--
<b>Net Position:</b>	
Restricted	61,198
Unrestricted:	
Committed	52,309
Unassigned	<u>4,268,583</u>
Total net position	<u>4,382,090</u>
<b>Total Liabilities and Net Position</b>	<b><u>\$ 7,277,552</u></b>

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

**PENSACOLA-ESCAMBIA COUNTY PROMOTION  
AND DEVELOPMENT COMMISSION  
STATEMENT OF ACTIVITIES  
YEAR ENDED SEPTEMBER 30, 2015**

	<u>General Fund</u>
<b>Revenues:</b>	
Intergovernmental - City	\$ 120,000
Intergovernmental - County	550,000
Grant revenue	2,656,144
Miscellaneous income	17,650
Investment income	163
Total revenues	<u>3,343,957</u>
<b>Expenses:</b>	
Current -	
General government -	
Economic development	3,299,729
Audit and accounting	7,500
Contractual services - Foreign Trade Zone	1,200
Miscellaneous	4,154
Total expenses	<u>3,312,583</u>
<b>Change in Net Position</b>	31,374
<b>Net Position, October 1, 2014</b>	<u>4,350,716</u>
<b>Net Position, September 30, 2015</b>	<u><u>\$ 4,382,090</u></u>

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

**PENSACOLA-ESCAMBIA COUNTY PROMOTION  
AND DEVELOPMENT COMMISSION  
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES  
IN FUND BALANCE - BUDGET AND ACTUAL - GENERAL FUND  
YEAR ENDED SEPTEMBER 30, 2015**

	General Fund			Variance - Favorable (Unfavorable)
	Original Budget	Final Budget	Actual	
<b>Revenues:</b>				
Intergovernmental - City	\$ 300,000	\$ 120,000	\$ 120,000	\$ -
Intergovernmental - County	550,000	550,000	550,000	-
Grant revenue	3,000,000	2,980,078	2,656,144	(323,934)
Miscellaneous income	-	-	17,650	17,650
Investment income	600	600	163	(437)
Total revenues	<u>3,850,600</u>	<u>3,650,678</u>	<u>3,343,957</u>	<u>(306,721)</u>
<b>Expenditures:</b>				
Current -				
General government -				
Economic development	3,911,578	3,731,578	3,299,729	431,849
Audit and accounting	7,500	7,500	7,500	-
Contractual services - Foreign Trade Zone	1,500	1,500	1,200	300
Miscellaneous	13,100	13,100	4,154	8,946
Total expenditures	<u>3,933,678</u>	<u>3,753,678</u>	<u>3,312,583</u>	<u>441,095</u>
<b>Use of Reserves</b>	<u>-</u>	<u>103,000</u>	<u>-</u>	<u>103,000</u>
<b>Excess (Deficiency) of Revenues Over (Under) Expenditures</b>	<u>\$ (83,078)</u>	<u>\$ -</u>	<u>\$ 31,374</u>	<u>\$ 134,374</u>

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



**PENSACOLA-ESCAMBIA COUNTY PROMOTION  
AND DEVELOPMENT COMMISSION  
STATEMENT OF FIDUCIARY NET POSITION  
SEPTEMBER 30, 2015**

**ASSETS**

	Deferred Compensation Fund
Investments	\$ 45,548
<b>Total Assets</b>	<b>\$ 45,548</b>

**LIABILITIES AND NET POSITION**

Liabilities	\$ -
<b>Net Position:</b>	
Held for retirement benefits	45,548
<b>Total Liabilities and Net Position</b>	<b>\$ 45,548</b>

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

**PENSACOLA-ESCAMBIA COUNTY PROMOTION  
AND DEVELOPMENT COMMISSION  
STATEMENT OF CHANGES IN FIDUCIARY NET POSITION  
YEAR ENDED SEPTEMBER 30, 2015**

	Deferred Compensation Fund
	<u>                    </u>
<b>Additions:</b>	
Investment income	\$ 703
	<u>                    </u>
<b>Deductions:</b>	
Deferred Compensation Fund withdrawals	9,600
	<u>                    </u>
<b>Change in Net Position</b>	(8,897)
<b>Net Position, October 1, 2014</b>	54,445
	<u>                    </u>
<b>Net Position, September 30, 2015</b>	\$ 45,548
	<u>                    </u>

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

**NOTES TO FINANCIAL STATEMENTS**

**PENSACOLA-ESCAMBIA COUNTY PROMOTION  
AND DEVELOPMENT COMMISSION  
NOTES TO FINANCIAL STATEMENTS  
SEPTEMBER 30, 2015**

**NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

**A. The Reporting Entity**

The Pensacola-Escambia County Promotion and Development Commission (“the Commission”) was established by the Legislature of the State of Florida to promote and develop tourism and industry in Escambia County and in the City of Pensacola. The Commission is governed by a nine member board consisting of representatives of the Board of County Commissioners of Escambia County, the City of Pensacola City Council, the Town of Century and the Greater Pensacola Chamber. The Commission is a joint venture of Escambia County and the City of Pensacola and is economically dependent on funding from these entities.

**B. Measurement Focus, Basis of Accounting and Financial Statement Presentation**

The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all of the nonfiduciary activities of the Commission. The Commission’s fiduciary fund is not presented in the government-wide financial statements since by definition, the assets cannot be used to address activities or obligations of the Commission (i.e., the assets are being held for the benefit of retirees). Individual fund financial statements are provided for the fiduciary fund, even though it is excluded from the government-wide financial statements.

The basis of accounting refers to when revenues, expenditures or expenses are recognized in the accounts and reported in the financial statements. Basis of accounting relates to the timing of the measurements made, regardless of the measurement focus applied.

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting, as are the fiduciary fund financial statements. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, revenues are considered to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting.

**PENSACOLA-ESCAMBIA COUNTY PROMOTION  
AND DEVELOPMENT COMMISSION  
NOTES TO FINANCIAL STATEMENTS  
SEPTEMBER 30, 2015**

**NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)**

There are no material differences between the accrual basis of accounting and the modified accrual basis of accounting in the Commission's financial statements. Accordingly, separate financial statements have not been prepared for the General Fund.

The Commission reports the following funds:

*Governmental Funds*

The General Fund is used to account for all financial resources except those required to be accounted for in another fund.

*Fiduciary Funds*

The Deferred Compensation Fund is an expendable trust fund used to account for assets held by the Commission in a fiduciary capacity for a former employee.

C. General Budget Policies

The Board approves total budget appropriations only. Management is authorized to transfer budget amounts between department and object codes. However, any revisions that alter the total appropriations must be approved by the Board. Therefore, the level of budgetary responsibility is by total appropriations.

Formal budgetary integration is employed as a management device during the year.

D. Budgetary Basis of Accounting

The budget is prepared in accordance with generally accepted accounting principles.

The budget amounts shown in the financial statements are the final authorized amounts as amended during the year.

**PENSACOLA-ESCAMBIA COUNTY PROMOTION  
AND DEVELOPMENT COMMISSION  
NOTES TO FINANCIAL STATEMENTS  
SEPTEMBER 30, 2015**

**NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)**

E. Restricted and Unrestricted Resources

When an expense is incurred for purposes for which both restricted and unrestricted resources are available, it is the Commission's policy to use restricted resources first, then unrestricted resources as they are needed. Within the unrestricted category, committed resources are used first, then assigned resources, if any, followed by unassigned resources as needed. The Commission establishes (and modifies or rescinds) net asset commitments by passage of a Board of Directors resolution.

**NOTE 2 - CASH AND INVESTMENTS**

The investment of surplus funds is governed by the provisions of Section 218.415, Florida Statutes, as to the types of investments that can be made. Investments authorized by the statute include:

- (a) The Local Government Surplus Funds Trust Fund, or any intergovernmental investment pool authorized pursuant to the Florida Interlocal Cooperation Act, as provided in Section 163.01.
- (b) Securities and Exchange Commission registered money market funds with the highest credit quality rating from a nationally recognized rating agency.
- (c) Interest-bearing time deposits or savings accounts in qualified public depositories, as defined in Section 280.02.
- (d) Direct obligations of the U.S. Treasury.

The Commission has no investment policy that would further limit its investment choices.

*Deposits:*

Chapter 280, Florida Statutes, provides that deposits must be placed in a depository designated under the provisions of Chapter 136 and the regulations of the Department of Banking and Finance as a qualified public depository. As such, these deposits are considered to be fully insured.

The Commission's deposits at year end were entirely covered by federal depository insurance or pooled collateral held by the State Treasurer under the provisions of Chapter 280, Florida Statutes. At September 30, 2015, the carrying amount of the Commission's deposits was \$1,409,902 and the bank balance was \$1,410,618.

*Investments:*

Investments in the Deferred Compensation Fund are recorded at market value and consist of amounts held in a stock mutual fund. Market value of the investments at September 30, 2015 was \$45,548.

**PENSACOLA-ESCAMBIA COUNTY PROMOTION  
AND DEVELOPMENT COMMISSION  
NOTES TO FINANCIAL STATEMENTS  
SEPTEMBER 30, 2015**

**NOTE 3 - DEFERRED COMPENSATION PLAN**

In previous years, the Commission offered its employees a deferred compensation plan that permitted employees to defer a portion of their salary until future years. The deferred compensation is not available to employees until termination, retirement, death, or permanent disability. The plan presently has no active participants and one retired participant.

All amounts of compensation deferred under the plan, all property and rights purchased with those amounts, and all income attributable to those amounts, property, or rights are (until paid or made available to the employee or other beneficiary) solely the property and rights of the Commission (without being restricted to the provisions of benefits under the plan), subject only to the claims of the Commission's general creditors. Participants' rights under the plan are equal to those of general creditors of the Commission in an amount equal to the fair market value of the deferred account for each participant. Deferred compensation plan assets are solely invested in a mutual fund, the Oppenheimer Capital Appreciation Fund Class A, and are recorded at market value.

**NOTE 4 - TECHNOLOGY PARK**

In 2008, the Commission entered into an interlocal agreement (the "Agreement") with Escambia County (the "County"), the City of Pensacola (the "City") and the Community Redevelopment Agency ("CRA") of the City of Pensacola to develop a Technology Park in downtown Pensacola. Pursuant to the Agreement, the County and the City conveyed certain property to the Commission with a fair value of \$6,900,000 and \$1,425,000, respectively. The development of the Technology Park has been completed and the property is now considered to be held for resale. During the year ended September 30, 2013, the Commission recorded a fair value adjustment of \$5,718,106 to account for a decrease in fair value of the Technology Park property.

Under the Agreement, this property was conveyed to the Commission subject to a right of re-entry if certain goals were not met. The County provided a line of credit to fund development of the Technology Park infrastructure. Also, the County and City were to receive 83% and 17%, respectively, of the proceeds from sales of lots in the Technology Park after the County was reimbursed for all funding provided with the line of credit.

During 2013, the Agreement was amended so that County and City no longer require the Commission to reimburse the respective property interests conveyed unto it. The forgiveness of debt totaling \$4,069,512 was recorded in the statement of activities. Net proceeds from the sale of lots will be applied to the County line of credit until the line of credit is repaid in its entirety, at which time any additional proceeds from the sale of lots will remain with the Commission for future economic development projects. The County and City retain a right of re-entry if the Commission does not sell at least one lot or enter into a long-term lease for at least one lot by September 6, 2016.

**PENSACOLA-ESCAMBIA COUNTY PROMOTION  
AND DEVELOPMENT COMMISSION  
NOTES TO FINANCIAL STATEMENTS  
SEPTEMBER 30, 2015**

**NOTE 4 - TECHNOLOGY PARK (Continued)**

Once eighty percent of the developable square footage of the Technology Park has been conveyed by the Commission to a third party, the net ad valorem property tax received by the City and by the County from the properties within the Technology Park shall be applied to repayment of any remaining balance on the line of credit.

Infrastructure costs of \$3,243,106 have been capitalized, of which \$1,926,938 were funded by the County. The remaining infrastructure costs of \$1,316,168 were funded by a grant as more fully discussed in Note 7.

The following is a summary of the carrying value of the Technology Park property and the associated liability due to the County as of September 30, 2015:

	<u>County</u>	<u>City</u>	<u>Total</u>
Initial land conveyance	\$ 6,900,000	\$ 1,425,000	\$ 8,325,000
Infrastructure funded by County	1,926,938		1,926,938
Infrastructure funded by grant	<u>1,316,168</u>		<u>1,316,168</u>
Technology Park property at cost	<u>\$ 10,143,106</u>	<u>\$ 1,425,000</u>	11,568,106
Fair value adjustment			<u>(5,718,106)</u>
Technology Park property at fair value			5,850,000
Accrued interest and other			376,123
Forgiveness of debt			<u>(4,069,512)</u>
Technology Park payable			<u>\$ 2,156,611</u>

**NOTE 5 - NET POSITION**

Restricted net position includes \$61,198 contributed by the Emerald Coast Utilities Authority, which is restricted for economic development in the General Fund.

Committed net position includes \$52,309 of funds for future commerce park marketing and/or improvements.



**PENSACOLA-ESCAMBIA COUNTY PROMOTION  
AND DEVELOPMENT COMMISSION  
NOTES TO FINANCIAL STATEMENTS  
SEPTEMBER 30, 2015**

**NOTE 6 - RISK MANAGEMENT**

The Commission is exposed to various levels of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; and natural disasters. To mitigate some of those risks, the Commission maintains a directors and officers liability policy and a commercial general liability policy. There have been no losses for these risks in any of the prior three fiscal years, and the Commission is not aware of any material liabilities related to these risks as of September 30, 2015.

**NOTE 7 - COMMITMENTS AND CONTINGENCIES**

The Commission has engaged the Community Economic Development Association, Inc. d/b/a FloridaWest Economic Development Alliance to promote economic development for the year ending September 30, 2016 for a fee of \$550,000.

As discussed in Note 4, the Commission entered into an interlocal agreement (the "Agreement") with Escambia County, the City of Pensacola and the Community Redevelopment Agency of the City of Pensacola to develop a Technology Park in downtown Pensacola. This Agreement was amended during 2013. Under the amended agreement, the City and County have a right of re-entry on the property if the Commission does not sell at least one lot or enter into a long-term lease, not less than 15 years in duration, of at least one lot by September 6, 2016.

As of September 30, 2015, the Commission has not yet sold or entered into a long-term lease for any of the Technology Park lots.

In October 2014, the Commission signed a grant agreement with the State of Florida Department of Economic Opportunity to conduct a Feasibility, Economic Impact, and Industrial Development Study (the "Project") to determine the feasibility of developing a Forward Operating Industrial Location ("FOIL") in Escambia County. The total grant award was \$3,000,000. The project was completed during the year ended September 30, 2015. The Commission incurred expenditures totaling \$2,693,671 related to the project, \$19,877 of which were incurred during 2014.

**NOTE 8 - FOIL PAYABLE - COUNTY**

During 2015, the Commission entered into an agreement with the County under which the County is providing a non-interest bearing line of credit in an amount not to exceed \$750,000. The line of credit was used to manage cash flow needs related to FOIL grant expenditures. At September 30, 2015, amounts due under the agreement totaled \$737,294. The amounts were paid back to the County in October 2015.

## SUPPLEMENTARY INFORMATION

**PENSACOLA-ESCAMBIA COUNTY PROMOTION AND DEVELOPMENT COMMISSION  
SCHEDULE OF EXPENDITURES OF STATE FINANCIAL ASSISTANCE  
YEAR ENDED SEPTEMBER 30, 2015**

<b>State Grantor/Pass-through Grantor/Project Title</b>	<b>CSFA Number</b>	<b>Contract / Grant Number</b>	<b>Expenditures</b>
<b><u>Department of Economic Opportunity</u></b>			
Division of Community Development	40.038	HL006	<u>\$ 2,673,794</u>

Note: This schedule is presented on the accrual basis of accounting in accordance with generally accepted accounting principles.

OTHER REPORTS

# Saltmarsh

Saltmarsh, Cleaveland & Gund

CERTIFIED PUBLIC ACCOUNTANTS AND CONSULTANTS

## 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  
Pensacola-Escambia County Promotion  
and Development Commission  
Pensacola, Florida

We have audited, in accordance with the 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 the governmental activities, the General Fund and the fiduciary fund of the Pensacola-Escambia County Promotion and Development Commission (the "Commission") as of and for the year ended September 30, 2015, and the related notes to the financial statements, which collectively comprise the Commission's basic financial statements, and have issued our report thereon dated December 4, 2015.

### Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Commission'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 Commission's internal control. Accordingly, we do not express an opinion on the effectiveness of the Commission'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 a 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.

Board of Directors  
Pensacola-Escambia County Promotion  
and Development Commission

Our consideration of internal control 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. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

**Compliance and Other Matters**

As part of obtaining reasonable assurance about whether the Commission'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 this 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 entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.



Pensacola, Florida  
December 4, 2015

# Saltmarsh

Saltmarsh, Cleaveland & Gund

CERTIFIED PUBLIC ACCOUNTANTS AND CONSULTANTS

## INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE FOR EACH MAJOR STATE PROJECT AND ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY CHAPTER 10.550, RULES OF THE AUDITOR GENERAL

Board of Directors  
Pensacola-Escambia County Promotion  
And Development Commission  
Pensacola, Florida

### Report on Compliance for Each Major State Project

We have audited Pensacola-Escambia County Promotion and Development Commission's (the "Commission's") compliance with the types of compliance requirements described in the *Executive Office of the Governor's State Projects Compliance Supplement* that could have a direct and material effect on the Commission's major state project for the year ended September 30, 2015. The Commission's major state project is identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

### Management's Responsibility

Management is responsible for compliance with the requirements of laws, regulations, contracts, and grants applicable to its state project.

### Auditor's Responsibility

Our responsibility is to express an opinion on compliance for the Commission's major state project based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance 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. Those standards, and Chapter 10.550, Rules of the Auditor General, require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major state project occurred. An audit includes examining, on a test basis, evidence about the Commission's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for the major state project. However, our audit does not provide a legal determination of the Commission's compliance.

Board of Directors  
Pensacola-Escambia County Promotion  
and Development Commission

**Opinion on Each Major State Project**

In our opinion, the Commission complied, in all material respects, with the compliance requirements referred to above that could have a direct and material effect on its major state project for the year ended September 30, 2015.

**Report on Internal Control Over Compliance**

Management of the Commission is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered the Commission's internal control over compliance with the types of requirements that could have a direct and material effect on the major state project to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for the major state project and to test and report on internal control over compliance in accordance with Chapter 10.550, Rules of the Auditor General, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the Commission's internal control over compliance.

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

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of Chapter 10.550, Rules of the Auditor General. Accordingly, this report is not suitable for any other purpose.



Pensacola, Florida  
December 4, 2015



**PENSACOLA-ESCAMBIA COUNTY PROMOTION  
AND DEVELOPMENT COMMISSION  
SCHEDULE OF FINDINGS AND QUESTIONED COSTS  
YEAR ENDED SEPTEMBER 30, 2015**

**A. SUMMARY OF AUDIT RESULTS**

1. The independent auditor's report expresses an unmodified opinion on the financial statements of the Pensacola-Escambia County Promotion and Development Commission.
2. No significant deficiencies in internal control relating to the audit of the financial statements are reported in the 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*.
3. No instances of noncompliance material to the financial statements of the Pensacola-Escambia County Promotion and Development Commission, which would be required to be reported in accordance with *Government Auditing Standards*, were disclosed during the audit.
4. No significant deficiencies relating to the audit of the major state project are reported in the Independent Auditor's Report on Compliance for Each Major State Project and on Internal Control Over Compliance Required by Chapter 10.550, Rules of the Auditor General.
5. The auditor's report on compliance for the major state project for the Pensacola-Escambia County Promotion and Development Commission expresses an unmodified opinion.
6. There are no audit findings relative to the major state project for the Pensacola-Escambia County Promotion and Development Commission which are required to be reported in accordance with Chapter 10.656, Rules of the Auditor General.
7. The project tested as major was:  
  
Division of Community Development (CSFA No. 40.038).
8. The threshold for distinguishing Type A and B programs was \$300,000 for the major state project.

**B. FINDINGS - FINANCIAL STATEMENT AUDIT**

None

**C. FINDINGS AND QUESTIONED COSTS - MAJOR STATE PROJECT**

None

**PENSACOLA-ESCAMBIA COUNTY PROMOTION  
AND DEVELOPMENT COMMISSION  
SCHEDULE OF PRIOR AUDIT FINDINGS  
YEAR ENDED SEPTEMBER 30, 2015**

There were no prior audit findings.

# Saltmarsh

Saltmarsh, Cleaveland & Gund

CERTIFIED PUBLIC ACCOUNTANTS AND CONSULTANTS

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

Board of Directors  
Pensacola-Escambia County Promotion  
And Development Commission  
Pensacola, Florida

We have examined Pensacola-Escambia County Promotion and Development Commission's (the "Commission's") compliance with Section 218.415, Florida Statutes, regarding the investment of public funds during the year ended September 30, 2015. Management is responsible for the Commission's compliance with those requirements. Our responsibility is to express an opinion on the Commission'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 Commission'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 Commission's compliance with specified requirements.

In our opinion, the Commission complied, in all material respects, with the aforementioned requirements for the year ended September 30, 2015.

This report is intended solely for the information and use of the Commission and the Auditor General, State of Florida, and is not intended to be and should not be used by anyone other than these specified parties.



Pensacola, Florida  
December 4, 2015

## MANAGEMENT LETTER

To the Board of Directors  
Pensacola-Escambia County Promotion  
and Development Commission  
Pensacola, Florida

### Report on the Financial Statements

We have audited the financial statements of the Pensacola-Escambia County Promotion and Development Commission (the "Commission"), as of and for the fiscal year ended September 30, 2015, and have issued our report thereon dated December 4, 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 Florida Auditor General.

### Other Reports and Schedule

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*; Independent Auditor's Report on Compliance for Each Major State Project and Report on Internal Control over Compliance; Schedule of Findings and Questioned Costs; and 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 and schedule, which are dated December 4, 2015, should be considered in conjunction with this management letter.

### Prior Audit Finding

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. Corrective actions have been taken to address findings and recommendations made in the preceding annual financial audit report.

Board of Directors  
Pensacola-Escambia County Promotion  
and Development Commission

**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 this management letter, unless disclosed in the notes to the financial statements. The official title for the Pensacola-Escambia County Promotion and Development Commission is disclosed in the notes to the financial statements. The Pensacola-Escambia County Promotion and Development Commission was established by Chapters 67-1365 and 89-481, Laws of Florida. There are no component units.

**Financial Condition**

Sections 10.554(1)(i)5.a. and 10.556(7), Rules of the Auditor General, require that we apply appropriate procedures and report the results of our determination as to whether or not the Commission 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 Commission 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 Commission'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**

Sections 10.554(1)(i)5.b. and 10.556(7), Rules of the Auditor General, require that we apply appropriate procedures and report the results of our determination as to whether the annual financial report for the Commission for the fiscal year ended September 30, 2015, 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, 2015. In connection with our audit, we determined that these two reports were in agreement.

**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 did not have any such recommendations.

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.

Board of Directors  
Pensacola-Escambia County Promotion  
and Development Commission

**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  
December 4, 2015



# Pam Childers

Clerk of the Circuit Court and Comptroller, Escambia County

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

**AI-9687**

**Clerk & Comptroller's Report 13. 4.**

**BCC Regular Meeting**

**Consent**

**Meeting Date:** 01/21/2016

**Issue:** Minutes and Reports

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

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

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## **Recommendation:**

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

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

A. Accept, for filing with the Board's Minutes, the Report of the Agenda Work Session held January 7, 2016;

B. Approve the Minutes of the Regular Board Meeting held January 7, 2016; and

C. Accept, for filing with the Board's Minutes, the Report of the Committee of the Whole Workshop held December 17, 2015.

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## **Attachments**

20160107 Agenda Work Session

20151217 CW Report

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REPORT OF THE BOARD OF COUNTY COMMISSIONERS AGENDA WORK SESSION  
HELD JANUARY 7, 2016  
BOARD CHAMBERS, FIRST FLOOR, ERNIE LEE MAGAHA GOVERNMENT BUILDING  
221 PALAFOX PLACE, PENSACOLA, FLORIDA  
(9:01 a.m. – 11:42 a.m.)

Present: Commissioner Grover C. Robinson IV, Chairman, District 4  
Commissioner Wilson B. Robertson, Vice Chairman, District 1  
Commissioner Steven L. Barry, District 5  
Commissioner Lumon J. May, District 3  
Commissioner Douglas B. Underhill, District 2  
Honorable Pam Childers, Clerk of the Circuit Court and Comptroller  
Jack R. Brown, County Administrator  
Alison Rogers, County Attorney  
Lizabeth Carew, Administrative Specialist, Clerk and Comptroller's Office  
Judy H. Witterstaeter, Program Coordinator, County Administrator's Office

1. FOR INFORMATION: The agenda for the January 7, 2016, 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 Item;
  - B. Pam Childers, Clerk of the Circuit Court and Comptroller, reviewed the Clerk's Report;
  - C. Horace Jones, Director, Development Services Department, reviewed the Growth Management Report;
  - D. Judy H. Witterstaeter, Program Coordinator, County Administrator's Office, reviewed the County Administrator's Report;
  - E. County Attorney Rogers reviewed the County Attorney's Report; and
  - F. Commissioner Barry reviewed his add-on item.
2. FOR INFORMATION: The Board discussed Item III-1 on the County Administrator's Report, and participated in a question and answer session with the following representatives from the Federal Emergency Management Agency: Terry Quarles, Recovery Division Director for Region IV; Valerie Rhoads, Public Assistance Branch Chief, part of Recovery Division; and Stephanie Madson, Regional Environmental Officer, part of Mitigation Division.



REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP OF THE  
BOARD OF COUNTY COMMISSIONERS  
HELD DECEMBER 17, 2015  
BOARD CHAMBERS, FIRST FLOOR, ERNIE LEE MAGAHA GOVERNMENT BUILDING  
221 PALAFOX PLACE, PENSACOLA, FLORIDA  
(9:03 a.m. – 1:36 p.m.)

Present: Commissioner Grover C. Robinson, IV, Chairman, District 4  
Commissioner Wilson B. Robertson, Vice Chairman, District 1  
Commissioner Lumon J. May, District 3  
Commissioner Douglas B. Underhill, District 2  
Commissioner Steven L. Barry, District 5  
Jack R. Brown, County Administrator  
Alison Rogers, County Attorney  
Kimberly McCord, Office Assistant III, Clerk and Comptroller's Office  
Judy H. Witterstaeter, Program Coordinator, County Administrator's Office

AGENDA NUMBER

1. Call to Order

Chairman Robinson called the Committee of the Whole (C/W) Workshop to order at 9:03 a.m.

2. Was the Meeting Properly Advertised?

The C/W was advised by Kimberly McCord, Office Assistant III, Clerk and Comptroller's Office, that the Meeting was advertised in the Pensacola News Journal on December 12, 2015, in the *Board of County Commissioners – Escambia County, Florida, Meeting Schedule December 14 – December 18, 2015, Legal No. 1651386.*

## REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP – Continued

### AGENDA NUMBER – Continued

#### 3. Jail Update

A. Board Discussion – The C/W viewed and discussed a PowerPoint Presentation, which was also provided in hard copy, entitled *Escambia County Jail, Jail Siting Scenarios*, presented by David Wheeler, Facilities Management Director, and Steve Jernigan, Bay Design Associates Architects, and the C/W:

(1) Heard an overview from Mr. Wheeler of the following sites/scenarios:

(a) CBD (Central Booking & Detention) Site:

1) Scenario 1A – Reconstruction/Expansion

- Reconstruct and expand existing CBD Facility – 750 beds (+/-)
- Extensive renovation of existing Main Jail

2) Scenario 1B – New Stand-Alone Facility

- Construct new facility on CBD site – 750 beds (+/-)
- Extensive renovation of existing Main Jail

(b) McDonald Site:

1) Scenario 2A – Entire Site

- Construct new facility, Phase I, 750 beds planned for 1,476 beds, plus future expansion
- Minimal renovations of existing Main Jail for interim use, pending Phase II construction

2) Scenario 2B – Partial Site (shopping center to remain)

- Construct new facility, Phase I, 750 beds planned for 1,476 beds, plus future expansion
- Minimal renovations of existing Main Jail for interim use, pending Phase II construction

(Continued on Page 3)

## REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP – Continued

### AGENDA NUMBER – Continued

#### 3. Continued...

##### A. Continued...

- (2) Was advised by Commissioner Robertson that he didn't know until today that repairing and reconstructing the existing CBD facility was an option, or that purchasing part of the McDonald property and not the entire parcel was also an option;
- (3) Was advised by Commissioner Underhill that the CBD site was removed from "the list," based on a statement that FEMA (*Federal Emergency Management Agency*) would not allow the jail to be rebuilt on the existing site, which upon further review, turned out to be untrue; and, as a result of that, there is now a deficit of trust between himself and staff; and, based on the effort so far to build a new jail, from this point forward, he wants the source of all information for verification;
- (4) Was advised by Commissioner May that he has not received confirmation from the design professional the Board hired as to whether or not the jail can be rebuilt in the existing sites, yet the Board has heard about different sites, which has caused ill-will in the community and caused people to develop unrealistic expectations; therefore, the Board should look at all feasible options, including putting it in the same spot with cost, as well as whether the existing CBD facility can be reconstructed;
- (5) Was advised by Mr. Wheeler, that:
  - (a) The Board direction when the contract award was made to the Design Criteria Professional, DLR Group, the Scope of Work was to do the design criteria package for a 1,476-bed core build-out, with a Phase I Tower of 700 beds, with a Phase II to follow, with an additional 700 beds, which would eliminate the main jail, and there would also be a Phase III, if necessary, to expand beyond the 1,476 beds;

(Continued on Page 4)

REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP – Continued

AGENDA NUMBER – Continued

3. Continued...

A. Continued...

(5) Continued...

(b) Included in the Scope of Work is to provide an evaluation three sites, which were the Palafox and Airport Boulevard, the Brent Lane, and the Mid-Town Commerce sites, which were brought to the Board on October 15, 2015; furthermore, and at the Special Board Meeting on November 12, 2015, staff was directed to look at the McDonald property, the CBD facility, and the geographical area around those facilities;

(6) Upon inquiry by Commissioner Robinson, was advised by Mr. Wheeler that a 1,476-bed facility cannot be constructed on the site of the existing CBD facility;

(7) Was advised by Commissioner Barry that the Board's action, as he remembers it, was to move forward with the design and plan for a footprint that would accommodate a 1,450-bed facility, but only look at the construction of the first portion of it, which he still supports, as well as the footprint of the design accommodating all the beds with the eventual phasing out of the main jail, which would probably include the full acquisition of the property to the west; however, this is all prefaced on the assumption that FEMA is going to cost-share with the County and that all public assets in the area will be used to the greatest extent before acquiring private property, other than the McDonald property;

(8) Was advised by Commissioner May that the Board should look at the inventory of all of the County-owned property in that area, and not make a decision concerning purchasing privately owned property without evaluating and developing a master plan for the entire site;

(Continued on Page 5)

## REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP – Continued

### AGENDA NUMBER – Continued

#### 3. Continued...

##### A. Continued...

- (9) Viewed and discussed a PowerPoint presentation, which was also provided in hard copy, entitled *Jail Reconstruction/FEMA*, presented by Assistant County Administrator Amy Lovoy;
- (10) Heard an extensive overview of Scenarios 2A and 2B for the McDonald site from Mr. Wheeler and Mr. Jernigan;
- (11) Upon inquiry by Commissioner Robertson, was advised by Ms. Blackmon, that the current CBD facility site is a low area and is a prime location for a holding pond for stormwater management, but that alone will not correct the problem for the entire area; and, the grant that staff has been working on for several years will allow acquisition of approximately seven additional pond sites;
- (12) Upon inquiry by Commissioner May:
  - (a) Was advised by Mr. Wheeler that the life expectancy of the Juvenile Justice Building is in excess of 50 years and flooding occurs on the north side on the service road between it and the main jail, which held 3 feet of water from the April 29, 2014, event resulting in 8 inches of water in the detention area on the north side, requiring the juveniles to be relocated to Okaloosa County; and
  - (b) Was advised by Ms. Blackmon that there are plans to expand the holding pond on St. Mary Avenue by the Boys and Girls Club, which will alleviate flooding up to the 25-year event, and the 100-year event is still a challenge and additional ponds are being identified up stream;

(Continued on Page 6)

## REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP – Continued

### AGENDA NUMBER – Continued

#### 3. Continued...

##### A. Continued...

(13) Was advised by Mr. Jernigan that Scenario 2B includes the following construction considerations, which are not included in Scenario 2A:

(a) Structured staff parking, at a cost of approximately \$3 million; and

(b) The storm water retention area would be considerably reduced and would have to be placed in underground holding, which is more expensive than surface storm water retainage;

(14) Was advised by County Administrator Brown that every time the Board expands to looking at other sites, as soon as the Board identifies that a site is being considered, a new group of people will rise up in opposition; additionally, kids are often less supervised in a shopping center than they are in school, so that is a concern when considering a jail with no security fence around it, as well as the issue of kids at the shopping center while heavy construction is going on in the area;

(15) Was advised by Mr. Wheeler that:

(a) Staff ranked Scenario 2A as the number one option, which would allow for all the phasing and room for future expansion if necessary, and ranked Scenario 2B as the second option;

(b) Work is starting to fall behind schedule and the project is expected to be completed and move-in ready by late winter/early spring of 2019;

(c) The County is still paying \$375,000 per month to house inmates out of county, construction costs are escalating at a 3% annual rate, inmates must be transported in and out of the County, there are still deficiencies in terms of medical and mental health services, intake and transfer at the main jail is deficient, and the separation of inmates housed out of county from family and re-entry programs are all ongoing concerns;

(Continued on Page 7)

## REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP – Continued

### AGENDA NUMBER – Continued

#### 3. Continued...

##### A. Continued...

- (16) Was advised by Commissioner Underhill that he is not prepared to vote because staff has yet to fulfill the task of having a representative from FEMA come to a Board meeting; furthermore, the Board requested that staff provide "the big picture" regarding flood mitigation for that area, which has not been provided;
- (17) Heard an overview from Ms. Blackmon concerning the Delano Basin modeling and plans to expand the flood mitigation;
- (18) Heard comments from Commissioner May, who expressed his concerns regarding the businesses that occupy space in the shopping center located on the McDonald site (Scenario 2A);
- (19) Heard a motion made by Commissioner Robertson that the Board buy the entire McDonald property and start letting staff know this is where the Board wants the design for a building for the jail in the phases voted on, and to start negotiations with the McDonald shopping center property, in its entirety, and negotiate with the landlord and the tenants, and come to a price (*the motion was not seconded and Commissioner Robertson withdrew his motion*);
- (20) Heard comments from Commissioner Barry, who suggested the Board authorize staff to negotiate with the McDonalds and bring back all options for property acquisition;
- (21) Heard the request from Commissioner May that staff do "whatever we do, to not take away those businesses on the corner of Pace and Fairfield";
- (22) Was advised by Commissioner Robertson that he would like to know whether the McDonald property owners will sell the vacant land without the corner shopping center; and

(Continued on Page 8)

## REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP – Continued

### AGENDA NUMBER – Continued

#### 3. Continued...

##### A. Continued...

(23) Was advised by Commissioner Underhill that he needs to see the flood mitigation plan for the Fairfield Drive and Pace Boulevard block, and the surrounding block, and speak with FEMA;

##### B. Board Direction – None.

#### 4. Small, Local, & Disadvantaged Businesses

A. Board Discussion – The C/W discussed a draft ordinance to add to the County's Procurement Code relating to small, local, and disadvantaged businesses, and the C/W:

(1) Was advised by County Attorney Rogers that:

(a) In 2013 the Board passed a Small Business Enterprise Ordinance to ensure that legally acceptable protections are in place for small, minority, and disadvantaged businesses;

(b) She has been asked by Commissioner May what else can the County do with its current Code that would not violate the Equal Protection provisions of the State and Federal Constitutions; and

(c) The Board can consider the following four measures/proposals:

1) Ensure all measures that have been enacted are fully resourced and implemented;

2) Amend the existing Local Preference Ordinance to allow small, local businesses located within a CRA (Community Redevelopment Area) the ability to match the lowest bid in certain circumstances;

(Continued on Page 9)



REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP – Continued

AGENDA NUMBER – Continued

4. Continued...

A. Continued...

(1) Continued...

(c) Continued...

3) A new Ordinance to add to the Small Business Enterprise Program, to provide a commitment to women and minority owned, disadvantaged businesses, allow for tracking and data collection for the purpose of identifying a participation level, and allow for the adoption of State certification as a woman and/or minority owned business; and

4) Reconfiguration of the Small Business Enterprise Program Certification Application to allow for the adoption of the State certification;

(2) Upon inquiry by Commissioner May, was advised by County Attorney Rogers that as specific goal would be problematic as it is an equal protection problem; however, the County can make a commitment, and there is language in the draft Ordinance that sets forth a policy statement by the Board ensuring the commitment to and awareness of the issue, and aspiration to do better; and

(3) Agreed to authorize staff to schedule the required Public Hearings; and

B. Board Direction – None.

## REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP – Continued

### AGENDA NUMBER – Continued

#### 5. Evaluation of the Brownsville Community Center

A. Board Discussion – The C/W viewed and discussed a PowerPoint Presentation, which was also provided in hard copy, entitled *Brownsville Community Resource Center Preliminary Program & Design Concepts*, presented by David Wheeler, Facilities Management Department Director, and Carter Quina, Quina Grundhoefer Architects (QGA), and the C/W:

(1) Was advised by Mr. Quina that:

- (a) An initial assessment of the facility was conducted by staff prior to purchase, and QGA conducted an additional assessment, focusing on the air conditioning units on the roof, in an effort to determine if some units could be re-used and the life extended, and to identify those that need to be replaced;
- (b) There are leaks where the HVAC units penetrate the roof;
- (c) Six units have a five-year life expectancy if repaired; however, they do not use the refrigerant that the County prefers and are not as efficient as new units; and eight units are deemed irreparable and need to be replaced;
- (d) Each HVAC unit needs to be removed, even if it is going to be repaired, and the roof needs to be replaced prior to the HVAC units being reset;
- (e) The two south side units do use the appropriate single-ply roofing, but have not been maintained, and there is a leak in the two bathrooms, with most impact on lay-in ceiling tiles;
- (f) Mold and mildew were only seen in small areas along the north wall and are not a serious issue;
- (g) If the HVAC units that were determined to be repairable are repaired, the overall cost can be reduced; however, replacement will have to be budgeted for the next five to seven years as part of the building maintenance; and

(Continued on Page 11)

## REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP – Continued

### AGENDA NUMBER – Continued

#### 5. Continued...

##### A. Continued...

##### (1) Continued...

(h) There has been discussion of housing a small library in the Center, which could be accomplished by adding a 2,500 square-foot, single-story addition where the north side parking is currently, or, another option is a 5,000 square-foot potential footprint placed on the development property on the north side of DeSoto Street, which would require new parking, and would benefit the entire campus;

(2) Was advised by Mr. Wheeler that \$1.3 million has been allocated for the project and the bulk of those funds will be used to make repairs to the facility, and staff recommends replacing all fourteen rooftop HVAC units, because 12 are 17.5 years old and 2 are 11.5 years old, and the average service life expectancy of a rooftop HVAC unit is 15 years;

(3) Was advised by Assistant County Administrator Amy Lovoy that \$1.3 million is available in Local Option Sales Tax (LOST); however, anything above that would have to be allocated by the Board; and

(4) Discussed several options/alternatives concerning necessary repairs and possible additions to the building for a Library-Media Center and/or Daycare Center; and

B. Board Direction – The C/W recommends that the Board make all necessary repairs to the Brownsville Community Center, with the addition of Items B, replace the remaining six HVAC units, and D, finishes, furnishings, and equipment, from option A, and bring back to the Board a cost estimate with potential funding sources identified to fund the gap between allocated funds and the cost estimate.

### **Recommended 5-0**

## REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP – Continued

### AGENDA NUMBER – Continued

#### 6. Recycling Update

A. Board Discussion – The C/W viewed and discussed a PowerPoint Presentation, which was also provided in hard copy, entitled *Recycling Update*, presented by Pat Johnson, Waste Services Department Director, and the C/W:

(1) Was advised by Mr. Johnson that:

- (a) As a result of the Interlocal Agreement between the Board and the Emerald Coast Utility Authority (ECUA) that was approved in October 2015, recycling equipment and the building structure has been ordered, and a contractor selected to construct the Materials Recovery Facility at the Perdido Landfill (PLF) for the single stream process;
- (b) ECUA determined that the required site work costs associated with the original site identified at the PLF was more than estimated, and, as a result, evaluated another location at the PLF utilizing the same footprint that would possibly require less site work; however, staff was recently notified that after reviewing cost estimates, the original location will be used contrary to what is related on the PowerPoint slide; furthermore, full completion is expected in July 2016, Residential Recyclables are no longer being processed at Tarpon Recycling in Loxley, Alabama, and recycling of organics is underway;
- (c) An amendment to the agreement with Republic Services for the Board's Drop-Off Program concerning an increase in tip fee is forthcoming, and, the County has a pilot project underway with the City of Pensacola to comingle the fiber material and deliver it to Tarpon Recycling;
- (d) Negotiations have been underway for several months with Mustang Renewables for the Mixed Waste Processing Program; however, the terms and conditions proposed by the vendor were unacceptable to the County and ECUA staffs, and Mustang Renewables will provide additional data for evaluation by January 31, 2016;

(Continued on Page 13)

## REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP – Continued

### AGENDA NUMBER – Continued

6. Continued...

A. Continued...

(1) Continued...

(e) Currently, the County is on track to meet the Florida Department of Environmental Protection's goal of 75% recycling by 2020, and efforts are being made to increase the County's recycling rate, which is estimated to be approximately 45% by 2018, which could be increased by the new single stream facility providing processing capability to the commercial sector; therefore, staff recommends evaluating the insertion of a recycling container requirement in the renewal of the Commercial Franchise Agreement in 2016, which along with the single stream facility, could result in the County's recycling rate rising above the estimated 45%;

(2) Upon inquiry by Commissioner Barry, was advised by Mr. Johnson that the terms proposed by Mustang Renewables that were unacceptable to County and ECUA staff was the risk associated with the 1.5 Consumer Price Index annual increase and the proposal to have an automatic increase in the processing fee to the developer to make up any difference in the revenue generated from the sale of recyclables due to a decrease in market price; and

(3) Upon inquiry by Commissioner Underhill, was advised by Mr. Johnson that any recycling service offered at the condominiums on Perdido Key is determined by the terms of the contracts with the waste service providers, and private haulers are not required to offer recycling services; and

B. Board Direction – None.

## REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP – Continued

### AGENDA NUMBER – Continued

#### 7. Noise Waiver for New Year's Eve Fireworks Display at the Flora-Bama Lounge on Perdido Key

- A. Board Discussion – The C/W was advised by Donald Mayo, Building Services Department Director, that the Flora-Bama Lounge on Perdido Key has requested a noise waiver for their annual New Year's Eve fireworks display and all fire, safety, and traffic measures have been met; and was advised by County Administrator Brown advised that Tim Day, Natural Resources Management Department, has approved the event with regard to the effect on the Habitat Conservation Plan and marine habitat; and
- B. Board Direction – The C/W recommends that the Board approve the Special Event Permit for a noise waiver for the New Year's Eve fireworks display at the Flora-Bama Lounge on Perdido Key.

#### **Recommended 4-0 with Commissioner Robertson having left the meeting**

#### 8. County Administrator's Employment Evaluation

- A. Board Discussion – The C/W discussed County Administrator Brown's employment evaluation, and the C/W:
  - (1) Heard comments from Commissioner Robertson, who expressed his satisfaction with the County Administrator Brown's performance;
  - (2) Was advised by Commissioner Underhill that he will do a written evaluation, which he will discuss with County Administrator Brown at a later date;
  - (3) Was advised by Commissioner May that he will have a one-on-one meeting with County Administrator Brown at a later date; and
  - (4) Was advised by Commissioner Barry that he will address any concerns privately with County Administrator Brown; and
- B. Board Direction – None.

## REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP – Continued

### ITEMS ADDED TO THE AGENDA – Continued

#### 1. Vacation and Short-Term Rentals

A. Board Discussion – The C/W discussed issues relating to vacation and short-term rentals, and the C/W:

(1) Was advised by County Attorney Rogers that:

(a) Circuit Court Judge Ross Goodman overturned the Special Magistrate's decision in the "Hostetter" case, stating even if the argument could be made that the zoning categories existed prior to 2011 and prohibited this activity, the April 2015 Land Development Code re-write was totally pre-empted with regards to this type of activity

(b) The Board has two practical options:

1) The County can file a Notice of Appeal of this decision in District Court in Tallahassee within 30 days of the Circuit Court decision; however, the County will find it difficult to argue because the issues that the County would be allowed to argue are narrow; or

2) The County can copy the Flagler County model, surrender on the issues, and adopt a Regulatory Ordinance to put restrictions on how short-term renting in residential neighborhoods is done, as it relates to noise, garbage, parking, required permits or licenses, etc.;

(2) Heard the comments from Commissioner Underhill recommending that, due to the outcome of the court case, the Board do everything possible to protect residential neighborhoods; and

B. The C/W recommends that the Board approve to not appeal the Circuit Court decision regarding vacation and short-term rentals by owner in residential zoning categories, and request Legal staff draft an Ordinance to properly regulate vacation rentals in such a way that protects the citizens in these neighborhoods.

**Recommended 4-0 with Commissioner Robertson having left the meeting**

## REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP – Continued

### ITEMS ADDED TO THE AGENDA – Continued

#### 2. Public Forum

A. Board Discussion – The C/W discussed the amount time given to citizens who sign up to speak during Public Forum, and the C/W:

- (1) Heard comments from Commissioner Robinson suggesting that the Board discontinue the practice of allowing citizens giving their time to another person, as it is beginning to prolong Public Forum and because the practice has the potential of being abused during election time;
- (2) Was advised by Commissioner Barry that the Chairman has the discretion to decide how much time is allotted to each speaker depending on the number of speakers in attendance; however, it is not spelled out on the Public Forum speaker form that time can be given to another speaker, but a phrase regarding Chairman's discretion could be added to the form;
- (3) Was advised by Commissioner Underhill that he would be disinclined to do anything that prevents citizens from bringing their ideas forward, or that would prevent a citizen who may not be a strong public speaker, having someone speak on their behalf; and
- (4) Was advised by County Attorney Rogers that staff will check the protocols for any guidelines related to this issue; and

B. Board Direction – None.

### ANNOUNCEMENTS

1. For Information: Commissioner Robinson read a statement into the record concerning an article published in the Pensacola News Journal, wherein he made comments regarding the scoring of RESTORE projects.

### AGENDA NUMBER – Continued

#### 9. Adjourn

Chairman Robinson declared the C/W Workshop adjourned at 1:36 p.m.





## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

**AI-9606**

**Growth Management Report 13. 1.**

**BCC Regular Meeting**

**Public Hearing**

**Meeting Date:** 01/21/2016

**Issue:** 5:45 p.m. - A Public Hearing Concerning the Review of an LDC Ordinance, Chapter 4, Article 2, Floodplain Ordinance.

**From:** Horace Jones, Director

**Organization:** Development Services

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#### **RECOMMENDATION:**

5:45 p.m. - A Public Hearing Concerning the Review of an LDC Ordinance Amending Chapter 4, Article 2, Floodplain Ordinance

That the Board of County Commissioners (BCC) review and adopt an Ordinance to the Land Development Code (LDC) replacing Chapter 4, Article 2, Floodplain Management, in its entirety.

At the January 5, 2016, Planning Board Meeting, the Board recommended approval.

#### **BACKGROUND:**

To continue to meet the Federal requirements for participation in the National Flood Insurance Program by adopting regulations designed to promote public health, safety and general welfare of the citizens of 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 Kerra Smith, Assistant County Attorney. Any recommended legal comments are attached herein.

#### **PERSONNEL:**

No additional personnel are required for implementation of this Ordinance.

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

The proposed Ordinance is consistent with the Board's goal "to increase citizen involvement in, access to, and approval of, County government activities."

**IMPLEMENTATION/COORDINATION:**

This Ordinance, amending the LDC, will be filed with the Department of State following adoption by the board.

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 by the Development Services Department, in cooperation with the County Attorney's Office and all interested citizens. The Development Services Department will ensure proper advertisement.

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**Attachments**

Draft Ordinance

Clean Ordinance

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**LEGAL REVIEW**

(COUNTY DEPARTMENT USE ONLY)

Document: Floodplain Art 4 & ordinance

Date: 12/1/15

Date requested back by: 12/7/15

Requested by: JC Lemos

Phone Number: 595-3467

\*\*\*\*\*  
(LEGAL USE ONLY)

Legal Review by Kenna A. Smith

Date Received: 12/1/15

☒ Approved as to form and legal sufficiency.

☐ Not approved.

☐ Make subject to legal signoff.

Additional comments:

*Please mark the attachment as Exhibit A as referenced in the ordinance. See comments related to formatting/spacing.*

ORDINANCE NUMBER 2016-\_\_\_\_\_

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART III OF THE ESCAMBIA COUNTY CODE OF ORDINANCES, THE LAND DEVELOPMENT CODE OF ESCAMBIA COUNTY, FLORIDA, AS AMENDED, TO REPEAL AND REPLACE CHAPTER 4, ARTICLE 2, FLOODPLAIN MANAGEMENT, IN ITS ENTIRETY; TO ADOPT A NEW ARTICLE 2, FLOODPLAIN MANAGEMENT, ADOPTING THE FLOOD INSURANCE STUDY FOR ESCAMBIA COUNTY AND FLOOD INSURANCE RATE MAPS; ADOPTING PROCEDURES AND CRITERIA FOR DEVELOPMENT IN FLOOD HAZARD AREAS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, the Legislature of the State of Florida has, in Chapter 125, Florida Statutes, conferred upon local governments the authority to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry; and

**WHEREAS**, the Federal Emergency Management Agency has identified special flood hazard areas within the boundaries of Escambia County and that such areas may be subject to periodic inundation which may result in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base, all of which adversely affect the public health, safety and general welfare, and

**WHEREAS**, Escambia County was accepted for participation in the National Flood Insurance Program on 30 September 1997 and the Board of County Commissioners desires to continue to meet the requirements of Title 44 Code of Federal Regulations, Sections 59 and 60, necessary for such participation;

**NOW, THEREFORE, BE IT ORDAINED** by the Board of County Commissioners of Escambia County that the following Floodplain Management regulations are hereby adopted.

**Section 1. Purpose.**

The purpose of this ordinance is to repeal and replace Chapter 4, Article 2 of the Escambia County Land Development Code, Floodplain Management, which previously replaced Ordinance No. 2013-56.

**Section 2. Land Development Code.**

Chapter 4, Article 2 of the Escambia County Land Development Code is repealed and replaced as shown Exhibit A.

**Section 3. Severability.**

If any section, sentence, clause or phrase of this ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, the holding shall in no way affect the validity of the remaining portions of this ordinance.

1 **Section 4.**      **Inclusion in the code.**

2  
3        The Board of County Commissioners intends that the provisions of this ordinance will be codified  
4 as required by Section 125.68, Florida Statutes, and that the sections of this ordinance may be  
5 renumbered or relettered and the word "ordinance" may be changed to "section," "article," or such other  
6 appropriate word or phrase in order to accomplish its intentions.  
7

8 **Section 5.**      **Effective date.**

9  
10        This ordinance shall become effective upon filing with the Department of State.

11  
12        DONE AND ENACTED this \_\_\_\_ day of \_\_\_\_\_, 2016.

13  
14                                      BOARD OF COUNTY COMMISSIONERS  
15                                      ESCAMBIA COUNTY, FLORIDA  
16

17  
18                                      By: \_\_\_\_\_  
19                                      Grover C. Robinson, IV, Chairman

20        ATTEST: Pam Childers  
21                      Clerk of the Circuit Court

22        By: \_\_\_\_\_ Date Executed: \_\_\_\_\_  
23                      Deputy Clerk

24  
25        (SEAL)

26  
27        ENACTED:

28  
29        FILED WITH THE DEPARTMENT OF STATE:

30  
31        EFFECTIVE DATE:  
32  
33

## Article 2 Floodplain Management

### Sec. 4-2.1 Administration

(a) **General.** These regulations shall be known as the *Floodplain Management Ordinance of Escambia County*, hereinafter referred to as “this article.”

(b) **Scope.** The provisions of this article shall apply to all development that is wholly within or partially within any flood hazard area, including but not limited to the subdivision of land; filling, grading, and other site improvements and utility installations; construction, alteration, remodeling, enlargement, improvement, replacement, repair, relocation or demolition of buildings, structures, and facilities that are exempt from the *Florida Building Code*; placement, installation, or replacement of manufactured homes and manufactured buildings; installation or replacement of tanks; placement of recreational vehicles; installation of swimming pools; and any other development.

### Sec. 4-2.2 General provisions

(a) The purposes of this article and the flood load and flood resistant construction requirements of the *Florida Building Code* are to establish minimum requirements to safeguard the public health, safety, and general welfare and to minimize public and private losses due to flooding through regulation of development in flood hazard areas to:

- (1) Minimize unnecessary disruption of commerce, access and public service during times of flooding;
- (2) Require the use of appropriate construction practices in order to prevent or minimize future flood damage;
- (3) Manage filling, grading, dredging, mining, paving, excavation, drilling operations, storage of equipment or materials, and other development which may increase flood damage or erosion potential;
- (4) Manage the alteration of flood hazard areas, watercourses, and shorelines to minimize the impact of development on the natural and beneficial functions of the floodplain;
- (5) Minimize damage to public and private facilities and utilities;
- (6) Help maintain a stable tax base by providing for the sound use and development of flood hazard areas;
- (7) Minimize the need for future expenditure of public funds for flood control projects and response to and recovery from flood events;
- (8) Meet the requirements of the National Flood Insurance Program for community participation as set forth in the Title 44 Code of Federal Regulations, Section 59.22.

(b) **Coordination with the *Florida Building Code*.** This article is intended to be administered and enforced in conjunction with the *Florida Building Code*. Where cited, ASCE 24 refers to the edition of the standard that is referenced by the *Florida Building Code*.

(c) **Warning.** The degree of flood protection required by this article and the *Florida Building Code*, as amended by this community, is considered the minimum reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur. Flood heights may be increased by man-made or natural causes. This article does not imply that land outside of mapped special flood hazard areas, or that uses permitted within such flood hazard areas, will be free from flooding or flood damage. The flood hazard areas and

base flood elevations contained in the Flood Insurance Study and shown on Flood Insurance Rate Maps and the requirements of Title 44 Code of Federal Regulations, Sections 59 and 60 may be revised by the Federal Emergency Management Agency, requiring this community to revise these regulations to remain eligible for participation in the National Flood Insurance Program. No guaranty of vested use, existing use, or future use is implied or expressed by compliance with this article.

**(d) Disclaimer of Liability.** This article shall not create liability on the part of **Board of County Commissioners of Escambia County** or by any officer or employee thereof for any flood damage that results from reliance on this article or any administrative decision lawfully made thereunder.

#### **Sec 4-2.3 APPLICABILITY**

**(a) General.** Where there is a conflict between a general requirement and a specific requirement, the specific requirement shall be applicable.

**(b) Areas to which this article applies.** This article shall apply to all flood hazard areas within Escambia County, as established in Section 4-2.3(c) of this article.

**(c) Basis for establishing flood hazard areas.** The Flood Insurance Study for **Escambia County, Florida and Incorporated Areas** dated September 29, 2006, and the accompanying Flood Insurance Rate Maps (FIRM), are adopted by reference as a part of this article and shall serve as the minimum basis for establishing flood hazard areas. Studies and maps that establish flood hazard areas are on file at the **Escambia County Building Inspections Department, 3363 West Park Place, Pensacola, Florida 32505.**

**(d) Submission of additional data to establish flood hazard areas.** To establish flood hazard areas and base flood elevations, pursuant to Section 4-2.6 of this article the Floodplain Administrator may require submission of additional data. Where field surveyed topography prepared by a Florida licensed professional surveyor or digital topography accepted by the community indicates that ground elevations:

**(1)** Are below the closest applicable base flood elevation, even in areas not delineated as a special flood hazard area on a FIRM, the area shall be considered as flood hazard area and subject to the requirements of this article and, as applicable, the requirements of the *Florida Building Code*.

**(2)** Are above the closest applicable base flood elevation, the area shall be regulated as special flood hazard area unless the applicant obtains a Letter of Map Change that removes the area from the special flood hazard area.

**(e) Other laws.** The provisions of this article shall not be deemed to nullify any provisions of local, state or federal law.

**(f) Abrogation and greater restrictions.** This article supersedes any ordinance in effect for management of development in flood hazard areas. However, it is not intended to repeal or abrogate any other provisions of existing ordinances including but not limited to land development regulations, zoning ordinances stormwater management regulations, or the *Florida Building Code*. In the event of a conflict between these regulations and any other regulation, the more restrictive shall govern. This article shall not impair any deed restriction, covenant or easement, but any land that is subject to such interests shall also be governed by this article.

**(g) Interpretation.** In the interpretation and application of this article, all provisions shall be:

**(1)** Considered as minimum requirements;

- (2) Liberally construed in favor of the governing body; and
- (3) Deemed neither to limit nor repeal any other powers granted under state statutes.

#### **Sec 4-2.4 DUTIES AND POWERS OF THE FLOODPLAIN ADMINISTRATOR**

**(a) Designation.** The **County Administrator** is designated as the Floodplain Administrator. The Floodplain Administrator may delegate performance of certain duties to other employees.

**(b) General.** The Floodplain Administrator is authorized and directed to administer and enforce the provisions of this article. The Floodplain Administrator shall have the authority to render interpretations of this article consistent with the intent and purpose of this article and may establish policies and procedures in order to clarify the application of its provisions. Such interpretations, policies, and procedures shall not have the effect of waiving requirements specifically provided in this article without the granting of a variance pursuant to Section 4-2.8 of this article.

**(c) Applications and permits.** The Floodplain Administrator, in coordination with other pertinent offices of the community, shall:

- (1) Review applications and plans to determine whether proposed new development will be located in flood hazard areas;
- (2) Review applications for modification of any existing development in flood hazard areas for compliance with the requirements of this article;
- (3) Interpret flood hazard area boundaries where such interpretation is necessary to determine the exact location of boundaries; a person contesting the determination shall have the opportunity to appeal the interpretation;
- (4) Provide available flood elevation and flood hazard information;
- (5) Determine whether additional flood hazard data shall be obtained from other sources or shall be developed by an applicant;
- (6) Review applications to determine whether proposed development will be reasonably safe from flooding;
- (7) Issue floodplain development permits or approvals for development other than buildings and structures that are subject to the *Florida Building Code*, including buildings, structures and facilities exempt from the *Florida Building Code*, when compliance with this article is demonstrated, or disapprove the same in the event of noncompliance; and
- (8) Coordinate with and provide comments to the Building Official to assure that applications, plan reviews, and inspections for buildings and structures in flood hazard areas comply with the applicable provisions of this article.

**(d) Substantial Improvements and substantial damage determinations.** For applications for building permits to improve buildings and structures, including alterations, movement, enlargement, replacement, repair, change of occupancy, additions, rehabilitations, renovations, substantial improvements, repairs of substantial damage, and any other improvement of or work on such buildings and structures, the Floodplain Administrator, in coordination with the Building Official, shall:

- (1) Estimate the market value, or require the applicant to obtain an appraisal of the market value prepared by a qualified independent appraiser, of the building or structure before the start of construction of the proposed work; in the case of repair, the market value of



the building or structure shall be the market value before the damage occurred and before any repairs are made;

(2) Compare the cost to perform the improvement, the cost to repair a damaged building to its pre-damaged condition, or the combined costs of improvements and repairs, if applicable, to the market value of the building or structure;

(3) Determine and document whether the proposed work constitutes substantial improvement or repair of substantial damage;

(4) Notify the applicant if it is determined that the work constitutes substantial improvement or repair of substantial damage and that compliance with the flood resistant construction requirements of the *Florida Building Code* and this article is required.

**(e) Modifications of the strict application of the requirements of the *Florida Building Code*.** The Floodplain Administrator shall review requests submitted to the Building Official that seek approval to modify the strict application of the flood load and flood resistant construction requirements of the *Florida Building Code* to determine whether such requests require the granting of a variance pursuant to Section 4-2.8 of this article.

**(f) Notices and orders.** The Floodplain Administrator shall coordinate with appropriate local agencies for the issuance of all necessary notices or orders to ensure compliance with this article.

**(g) Inspections.** The Floodplain Administrator shall make the required inspections as specified in Section 4-2.7 of this article for development that is not subject to the *Florida Building Code*, including buildings, structures and facilities exempt from the *Florida Building Code*. The Floodplain Administrator shall inspect flood hazard areas to determine if development is undertaken without issuance of a permit.

**(1) (h) Other duties of the Floodplain Administrator.** The Floodplain Administrator shall have other duties, including but not limited to: In coordination with the Building Official review all permits for construction within the Special Flood Hazard Areas to ensure that the proposed project meets the freeboard requirements. In Escambia County the freeboard requirement is 3 feet above the designated FEMA Base Flood Elevation.

(2) Establish, in coordination with the Building Official, procedures for administering and documenting determinations of substantial improvement and substantial damage made pursuant to Section 4-2.4(d) of this article;

(3) Require that applicants proposing alteration of a watercourse notify adjacent communities and the Florida Division of Emergency Management, State Floodplain Management Office, and submit copies of such notifications to the Federal Emergency Management Agency (FEMA);

(4) Require applicants who submit hydrologic and hydraulic engineering analyses to support permit applications to submit to FEMA the data and information necessary to maintain the Flood Insurance Rate Maps if the analyses propose to change base flood elevations, flood hazard area boundaries, or floodway designations; such submissions shall be made within 6 months of such data becoming available;

(5) Review required design certifications and documentation of elevations specified by this article and the *Florida Building Code* to determine that such certifications and documentations are complete; and

(6) Advise applicants for new buildings and structures, including substantial improvements, that are located in any unit of the Coastal Barrier Resources System established by the

Coastal Barrier Resources Act (Pub. L. 97-348) and the Coastal Barrier Improvement Act of 1990 (Pub. L. 101-591) that federal flood insurance is not available on such construction; areas subject to this limitation are identified on Flood Insurance Rate Maps as "Coastal Barrier Resource System Areas" and "Otherwise Protected Areas."

**(i) Floodplain management records.** Regardless of any limitation on the period required for retention of public records, the Floodplain Administrator shall maintain and permanently keep and make available for public inspection all records that are necessary for the administration of this article and the flood resistant construction requirements of the *Florida Building Code*, including Flood Insurance Rate Maps; Letters of Change; records of issuance of permits and denial of permits; determinations of whether proposed work constitutes substantial improvement or repair of substantial damage; required design certifications and documentation of elevations specified by the *Florida Building Code* and this article; notifications to adjacent communities, FEMA, and the state, related to alterations of watercourses; assurances that the flood carrying capacity of altered watercourses will be maintained; documentation related to appeals and variances, including justification for issuance or denial; and records of enforcement actions taken pursuant to this article and the flood resistant construction requirements of the *Florida Building Code*. These records shall be available for public inspection at Escambia County Development Services.

#### **Sec 4-2.5 PERMITS**

**(a) Permits required.** Any owner or owner's authorized agent (hereinafter "applicant") who intends to undertake any development activity within the scope of this article, including buildings, structures and facilities exempt from the *Florida Building Code*, which is wholly within or partially within any flood hazard area shall first make application to the Floodplain Administrator, and the Building Official if applicable, and shall obtain the required permit(s) and approval(s). No such permit or approval shall be issued until compliance with the requirements of this article and all other applicable codes and regulations has been satisfied.

**(b) Floodplain development permits or approvals.** Floodplain development permits or approvals shall be issued pursuant to this article for any development activities not subject to the requirements of the *Florida Building Code*, including buildings, structures and facilities exempt from the *Florida Building Code*. Depending on the nature and extent of proposed development that includes a building or structure, the Floodplain Administrator may determine that a floodplain development permit or approval is required in addition to a building permit.

**(c) Buildings, structures and facilities exempt from the *Florida Building Code*.** Pursuant to the requirements of federal regulation for participation in the National Flood Insurance Program (44 C.F.R. Sections 59 and 60), floodplain development permits or approvals shall be required for the following buildings, structures and facilities that are exempt from the *Florida Building Code* and any further exemptions provided by law, which are subject to the requirements of this article:

**(1)** Railroads and ancillary facilities associated with the railroad.

**(2)** Nonresidential farm buildings on farms, as provided in Section 604.50, F.S.

**(3)** Temporary buildings or sheds used exclusively for construction purposes.

**(4)** Mobile or modular structures used as temporary offices.

**(5)** Those structures or facilities of electric utilities, as defined in Section 366.02, F.S., which are directly involved in the generation, transmission, or distribution of electricity.

- (6) Chickees constructed by the Miccosukee Tribe of Indians of Florida or the Seminole Tribe of Florida. As used in this paragraph, the term “chickee” means an open-sided wooden hut that has a thatched roof of palm or palmetto or other traditional materials, and that does not incorporate any electrical, plumbing, or other non-wood features.
- (7) Family mausoleums not exceeding 250 square feet in area which are prefabricated and assembled on site or preassembled and delivered on site and have walls, roofs, and a floor constructed of granite, marble, or reinforced concrete.
- (8) Temporary housing provided by the Department of Corrections to any prisoner in the state correctional system.
- (9) Structures identified in Section 553.73(10)(k), F.S., are not exempt from the *Florida Building Code* if such structures are located in flood hazard areas established on Flood Insurance Rate Maps.

**(d) Application for a permit or approval.** To obtain a floodplain development permit or approval the applicant shall first file an application in writing on a form furnished by the community. The information provided shall:

- (1) Identify and describe the development to be covered by the permit or approval.
- (2) Describe the land on which the proposed development is to be conducted by legal description, street address or similar description that will readily identify and definitively locate the site.
- (3) Indicate the use and occupancy for which the proposed development is intended.
- (4) Be accompanied by a site plan or construction documents as specified in Section 4-2.6 of this article.
- (5) State the valuation of the proposed work.
- (6) Be signed by the applicant or the applicant's authorized agent.
- (7) Give such other data and information as required by the Floodplain Administrator.

**(e) Validity of permit or approval.** The issuance of a floodplain development permit or approval pursuant to this article shall not be construed to be a permit for, or approval of, any violation of this article, the *Florida Building Codes*, or any other ordinance of this community. The issuance of permits based on submitted applications, construction documents, and information shall not prevent the Floodplain Administrator from requiring the correction of errors and omissions.

**(f) Expiration.** A floodplain development permit or approval shall become invalid unless the work authorized by such permit is commenced within 180 days after its issuance, or if the work authorized is suspended or abandoned for a period of 180 days after the work commences. Extensions for periods of not more than 180 days each shall be requested in writing and justifiable cause shall be demonstrated.

**(g) Suspension or revocation.** The Floodplain Administrator is authorized to suspend or revoke a floodplain development permit or approval if the permit was issued in error, on the basis of incorrect, inaccurate or incomplete information, or in violation of this article or any other ordinance, regulation or requirement of this community.

**(h) Other permits.** Floodplain development permits and building permits shall include a disclaimer that all other applicable state or federal permits be obtained by the applicant

before commencement of the permitted development. Such permits may include but not limited to the following:

- (1) The Northwest Florida Water Management District; Section 373.036, F.S.
- (2) Florida Department of Health for onsite sewage treatment and disposal systems; Section 381.0065, F.S. and Chapter 64E-6, F.A.C.
- (3) Florida Department of Environmental Protection for construction, reconstruction, changes, or physical activities for shore protection or other activities seaward of the coastal construction control line; Section 161.141, F.S.
- (4) Florida Department of Environmental Protection for activities subject to the Joint Coastal Permit; Section 161.055, F.S.
- (5) Florida Department of Environmental Protection for activities that affect wetlands and alter surface water flows, in conjunction with the U.S. Army Corps of Engineers; Section 404 of the Clean Water Act.
- (6) Federal permits and approvals.

#### **Sec 4-2.6 SITE PLANS AND CONSTRUCTION DOCUMENTS**

**(a) Information for development in flood hazard areas.** The site plan or construction documents for any development subject to the requirements of this article shall be drawn to scale and shall include, as applicable to the proposed development:

- (1) Delineation of flood hazard areas, floodway boundaries and flood zone(s), base flood elevation(s), and ground elevations if necessary for review of the proposed development.
- (2) Where base flood elevations, or floodway data are not included on the FIRM or in the Flood Insurance Study, they shall be established in accordance with Section 4-2.6(b)(2) or (3) of this article.
- (3) Where the parcel on which the proposed development will take place will have more than 50 lots or is larger than 5 acres and the base flood elevations are not included on the FIRM or in the Flood Insurance Study, such elevations shall be established in accordance with Section 4-2.6(b)(1) of this article.
- (4) Location of the proposed activity and proposed structures, and locations of current buildings and structures; in coastal high hazard areas, new buildings shall be located landward of the reach of mean high tide.
- (5) Location, extent, amount, and proposed final grades of any filling, grading, or excavation.
- (6) Where the placement of fill is proposed, the amount, type, and source of fill material; compaction specifications; a description of the intended purpose of the fill areas; and evidence that the proposed fill areas are the minimum necessary to achieve the intended purpose.
- (7) Delineation of the Coastal Construction Control Line or notation that the site is seaward of the coastal construction control line, if applicable.
- (8) Extent of any proposed alteration of sand dunes or mangrove stands provided such alteration is approved by the Florida Department of Environmental Protection.
- (9) Existing and proposed alignment of any proposed alteration of a watercourse.

The Floodplain Administrator is authorized to waive the submission of site plans, construction documents, and other data that are required by this article but that are not

1 required to be prepared by a registered design professional if it is found that the nature of  
2 the proposed development is such that the review of such submissions is not necessary to  
3 ascertain compliance with this article.

4 **(b) Information in flood hazard areas without base flood elevations (approximate Zone A).**

5 Where flood hazard areas are delineated on the FIRM and base flood elevation data have  
6 not been provided, the Floodplain Administrator shall:

7 **(1)** Require the applicant to include base flood elevation data prepared in accordance with  
8 currently accepted engineering practices.

9 **(2)** Obtain, review, and provide to applicants base flood elevation and floodway data  
10 available from a federal or state agency or other source or require the applicant to obtain  
11 and use base flood elevation and floodway data available from a federal or state agency  
12 or other source.

13 **(3)** Where base flood elevation data and floodway data are not available from another  
14 source, where the available data are deemed by the Floodplain Administrator to not  
15 reasonably reflect flooding conditions, or where the available data are known to be  
16 scientifically or technically incorrect or otherwise inadequate:

- 17
- 18 a. Require the applicant to include base flood elevation data prepared in accordance  
19 with currently accepted engineering practices; or
  - 20 b. Specify that the base flood elevation is 3 feet above the highest adjacent grade at  
21 the location of the development, provided there is no evidence indicating flood  
22 depths have been or may be greater than two (2) feet.
- 23

24 **(4)** Where the base flood elevation data are to be used to support a Letter of Map Change  
25 from FEMA, advise the applicant that the analyses shall be prepared by a Florida  
26 licensed engineer in a format required by FEMA, and that it shall be the responsibility of  
27 the applicant to satisfy the submittal requirements and pay the processing fees.

28 **(c) Additional analyses and certifications.** As applicable to the location and nature of the  
29 proposed development activity, and in addition to the requirements of this section, the  
30 applicant shall have the following analyses signed and sealed by a Florida licensed engineer  
31 for submission with the site plan and construction documents:

32 **(1)** For development activities proposed to be located in a regulatory floodway, a floodway  
33 encroachment analysis that demonstrates that the encroachment of the proposed  
34 development will not cause any increase in base flood elevations; where the applicant  
35 proposes to undertake development activities that do increase base flood elevations, the  
36 applicant shall submit such analysis to FEMA as specified in Section 4-2.6(d) of this  
37 article and shall submit the Conditional Letter of Map Revision, if issued by FEMA, with  
38 the site plan and construction documents.

39 **(2)** For development activities proposed to be located in a riverine flood hazard area for  
40 which base flood elevations are included in the Flood Insurance Study or on the FIRM  
41 and floodways have not been designated, a hydrological and hydraulic analysis that  
42 demonstrates that the cumulative effect of the proposed development, when combined  
43 with all other existing and anticipated flood hazard area encroachments, will not increase  
44 the base flood elevation more than one (1) foot at any point within the community. This  
45 requirement does not apply in isolated flood hazard areas not connected to a riverine  
46 flood hazard area or in flood hazard areas identified as Zone AO or Zone AH.



1 (3) For alteration of a watercourse, an engineering analysis prepared in accordance with  
2 standard engineering practices which demonstrates that the flood-carrying capacity of  
3 the altered or relocated portion of the watercourse will not be decreased, and  
4 certification that the altered watercourse shall be maintained in a manner which  
5 preserves the channel's flood-carrying capacity; the applicant shall submit the analysis to  
6 FEMA as specified in Section 4-2.6(d) of this article.

7 (4) For activities that propose to alter sand dunes or mangrove stands in coastal high  
8 hazard areas (Zone V), an engineering analysis that demonstrates that the proposed  
9 alteration will not increase the potential for flood damage.

10  
11 (d) **Submission of additional data.** When additional hydrologic, hydraulic or other engineering  
12 data, studies, and additional analyses are submitted to support an application, the applicant  
13 has the right to seek a Letter of Map Change from FEMA to change the base flood  
14 elevations, change floodway boundaries, or change boundaries of flood hazard areas shown  
15 on FIRMs, and to submit such data to FEMA for such purposes. The analyses shall be  
16 prepared by a Florida licensed engineer in a format required by FEMA. Submittal  
17 requirements and processing fees shall be the responsibility of the applicant.

#### 18 19 **Sec 4-2.7 INSPECTIONS**

20  
21 (a) **General.** Development for which a floodplain development permit or approval is required  
22 shall be subject to inspection.

23 (b) **Development other than buildings and structures.** The Floodplain Administrator shall  
24 inspect all development to determine compliance with the requirements of this article and  
25 the conditions of issued floodplain development permits or approvals.

26 (c) **Buildings, structures and facilities exempt from the *Florida Building Code*.** The  
27 Floodplain Administrator shall inspect buildings, structures and facilities exempt from the  
28 *Florida Building Code* to determine compliance with the requirements of this article and the  
29 conditions of issued floodplain development permits or approvals.

30 (d) **Buildings, structures and facilities exempt from the *Florida Building Code*, lowest  
31 floor inspection.** Upon placement of the lowest floor, including basement, and prior to  
32 further vertical construction, the owner of a building, structure or facility exempt from the  
33 *Florida Building Code*, or the owner's authorized agent, shall submit to the Floodplain  
34 Administrator:

35 (1) If a design flood elevation was used to determine the required elevation of the lowest  
36 floor, the certification of elevation of the lowest floor prepared and sealed by a Florida  
37 licensed professional surveyor; or

38 (2) If the elevation used to determine the required elevation of the lowest floor was  
39 determined in accordance with Section 4-2.6(b)(3)(b) of this article, the documentation of  
40 height of the lowest floor above highest adjacent grade, prepared by the owner or the  
41 owner's authorized agent.

42  
43 (e) **Buildings, structures and facilities exempt from the *Florida Building Code*, final  
44 inspection.** As part of the final inspection, the owner or owner's authorized agent shall  
45 submit to the Floodplain Administrator a final certification of elevation of the lowest floor or  
46 final documentation of the height of the lowest floor above the highest adjacent grade; such  
47 certifications and documentations shall be prepared as specified in Section 4-2.7(d) of this

1 article.

- 2
- 3 (f) **Manufactured homes.** The **Building Official** shall inspect manufactured homes that are
- 4 installed or replaced in flood hazard areas to determine compliance with the requirements of
- 5 this article and the conditions of the issued permit. Upon placement of a manufactured
- 6 home, certification of the elevation of the lowest floor shall be submitted to the **Building**
- 7 **Official.**
- 8

9 **Sec 4-2.8 VARIANCES AND APPEALS**

10

- 11 (a) **General.** The **Escambia County Board of Adjustments (BOA)** shall hear and decide on
- 12 requests for appeals and requests for variances from the strict application of this article.
- 13 Pursuant to Section 553.73(5), F.S., the **BOA** shall hear and decide on requests for appeals
- 14 and requests for variances from the strict application of the flood resistant construction
- 15 requirements of the *Florida Building Code*. This section does not apply to Section 3109 of
- 16 the *Florida Building Code, Building*.
- 17 (b) **Appeals.** The **BOA** shall hear and decide appeals when it is alleged there is an error in
- 18 any requirement, decision, or determination made by the Floodplain Administrator in the
- 19 administration and enforcement of this article. Any person aggrieved by the decision of
- 20 **BOA** may appeal such decision to the Circuit Court, as provided by Florida Statutes.
- 21 (c) **Limitations on authority to grant variances.** The BOA shall base its decisions on
- 22 variances on technical justifications submitted by applicants, the considerations for issuance
- 23 in Section 4-2.8(g) of this article, the conditions of issuance set forth in Section 4-2.8(h) of
- 24 this article, and the comments and recommendations of the Floodplain Administrator and
- 25 the Building Official. The BOA has the right to attach such conditions as it deems necessary
- 26 to further the purposes and objectives of this article.
- 27
- 28 (d) **Restrictions in floodways.** A variance shall not be issued for any proposed development
- 29 in a floodway if any increase in base flood elevations would result, as evidenced by the
- 30 applicable analyses and certifications required in Section 4-2.6(c) of this article.
- 31
- 32 (e) **Historic buildings.** A variance is authorized to be issued for the repair, improvement, or
- 33 rehabilitation of a historic building that is determined eligible for the exception to the flood
- 34 resistant construction requirements of the *Florida Building Code, Existing Building*, Chapter
- 35 11 Historic Buildings, upon a determination that the proposed repair, improvement, or
- 36 rehabilitation will not preclude the building's continued designation as a historic building and
- 37 the variance is the minimum necessary to preserve the historic character and design of the
- 38 building. If the proposed work precludes the building's continued designation as a historic
- 39 building, a variance shall not be granted and the building and any repair, improvement, and
- 40 rehabilitation shall be subject to the requirements of the *Florida Building Code*.
- 41
- 42 (f) **Functionally dependent uses.** A variance is authorized to be issued for the construction or
- 43 substantial improvement necessary for the conduct of a functionally dependent use, as
- 44 defined in this article, provided the variance meets the requirements of Section 4-2.8(d), is
- 45 the minimum necessary considering the flood hazard, and all due consideration has been
- 46 given to use of methods and materials that minimize flood damage during occurrence of the
- 47 base flood.
- 48
- 49 (g) **Considerations for issuance of variances.** In reviewing requests for variances, the **BOA**

shall consider all technical evaluations, all relevant factors, all other applicable provisions of the *Florida Building Code*, this article, and the following:

- (1) The danger that materials and debris may be swept onto other lands resulting in further injury or damage;
- (2) The danger to life and property due to flooding or erosion damage;
- (3) The susceptibility of the proposed development, including contents, to flood damage and the effect of such damage on current and future owners;
- (4) The importance of the services provided by the proposed development to the community;
- (5) The availability of alternate locations for the proposed development that is subject to lower risk of flooding or erosion;
- (6) The compatibility of the proposed development with existing and anticipated development;
- (7) The relationship of the proposed development to the comprehensive plan and floodplain management program for the area;
- (8) The safety of access to the property in times of flooding for ordinary and emergency vehicles;
- (9) The expected heights, velocity, duration, rate of rise and debris and sediment transport of the floodwaters and the effects of wave action, if applicable, expected at the site; and
- (10) The costs of providing governmental services during and after flood conditions including maintenance and repair of public utilities and facilities such as sewer, gas, electrical and water systems, streets and bridges.

#### **(h) Conditions for issuance of variances.**

Variances shall be issued only upon:

- (1) Submission by the applicant, of a showing of good and sufficient cause that the unique characteristics of the size, configuration, or topography of the site limit compliance with any provision of this article or the required elevation standards;
- (2) Determination by the BOA that:
  - a. Failure to grant the variance would result in exceptional hardship due to the physical characteristics of the land that render the lot undevelopable; increased costs to satisfy the requirements or inconvenience do not constitute hardship;
  - b. The granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, nor create nuisances, cause fraud on or victimization of the public or conflict with existing local laws and article; and
  - c. The variance is the minimum necessary, considering the flood hazard, to afford relief;
  - d. Receipt of a signed statement by the applicant that the variance, if granted, shall be recorded in the Office of the Clerk of the Court in such a manner that it appears in the chain of title of the affected parcel of land; and
  - e. If the request is for a variance to allow construction of the lowest floor of a new building, or substantial improvement of a building, below the required elevation, a copy in the record of a written notice from the Floodplain Administrator to the applicant for the variance, specifying the difference between the base flood elevation and the proposed elevation of the lowest floor, stating that the cost of federal flood insurance will be commensurate with the increased risk resulting from the reduced floor elevation and stating that construction below the base flood elevation increases risks to life and



property.

#### Sec 4-2.9 VIOLATIONS

**(a) Violations.** Any development that is not within the scope of the *Florida Building Code* but that is regulated by this article that is performed without an issued permit, that is in conflict with an issued permit, or that does not fully comply with this article, shall be deemed a violation of this article. A building or structure without the documentation of elevation of the lowest floor, other required design certifications, or other evidence of compliance required by this article or the *Florida Building Code* is presumed to be a violation until such time as that documentation is provided.

**(b) Authority.** For development that is not within the scope of the *Florida Building Code* but that is regulated by this article and that is determined to be a violation, the Floodplain Administrator is authorized to serve notices of violation or stop work orders to owners of the property involved, to the owner's agent, or to the person or persons performing the work.

**(c) Unlawful continuance.** Any person who shall continue any work after having been served with a notice of violation or a stop work order, except such work as that person is directed to perform to remove or remedy a violation or unsafe condition, shall be subject to penalties as prescribed by law.

#### Sec 4-2.10 DEFINITIONS

**(a) General.** Unless otherwise expressly stated, the following words and terms shall, for the purposes of this article, have the meanings shown in this section.

**(b) Terms defined in the *Florida Building Code*.** Where terms are not defined in this article and are defined in the *Florida Building Code*, such terms shall have the meanings ascribed to them in that code.

**(c) Terms not defined.** Where terms are not defined in this article or in the *Florida Building Code*, such terms shall have ordinarily accepted meanings such as the context implies.

**Alteration of a watercourse.** A dam, impoundment, channel relocation, change in channel alignment, channelization, or change in cross-sectional area of the channel or the channel capacity, or any other form of modification which may alter, impede, retard or change the direction and/or velocity of the riverine flow of water during conditions of the base flood.

**Appeal.** A request for a review of the Floodplain Administrator's interpretation of any provision of this article.

**ASCE 24.** A standard titled *Flood Resistant Design and Construction* that is referenced by the *Florida Building Code*. ASCE 24 is developed and published by the American Society of Civil Engineers, Reston, VA.

**Base flood.** A flood having a 1-percent chance of being equaled or exceeded in any given year. The base flood is commonly referred to as the "100-year flood" or the "1-percent-annual chance flood."

**Base flood elevation.** The elevation of the base flood, including wave height, relative to the National Geodetic Vertical Datum (NGVD), North American Vertical Datum (NAVD) or other

1 datum specified on the Flood Insurance Rate Map (FIRM)

2  
3 **Basement.** The portion of a building having its floor sub-grade (below ground level) on all  
4 sides.

5  
6 **Coastal construction control line.** The line established by the State of Florida pursuant to  
7 Section 161.053, F.S., and recorded in the official records of the community, which defines that  
8 portion of the beach-dune system subject to severe fluctuations based on a 100-year storm  
9 surge, storm waves or other predictable weather conditions.

10  
11 **Coastal high hazard area.** A special flood hazard area extending from offshore to the inland  
12 limit of a primary frontal dune, along an open coast and any other area subject to high velocity  
13 wave action from storms or seismic sources. Coastal high hazard areas are also referred to as  
14 "high hazard areas subject to high velocity wave action" or "V Zones" and are designated on  
15 Flood Insurance Rate Maps (FIRM) as Zone V1-V30, VE, or V.

16  
17 **Datum.** A reference surface used to ensure that all elevation records are properly related. The  
18 current national datum is the National Geodetic Vertical Datum (NGVD) of 1929, which is  
19 expressed in relation to mean sea level, or the North American Vertical Datum (NAVD) of 1988.

20  
21 **Design flood.** The flood associated with the greater of the following two areas:

- 22 1. Area with a floodplain subject to a 1-percent or greater chance of flooding in any year.  
23 2. Area designated as a flood hazard area on the community's flood hazard map, or  
24 otherwise legally designated.  
25

26 **Design flood elevation.** The elevation of the "design flood," including wave height, relative to  
27 the datum specified on the community's legally designated flood hazard map. In areas  
28 designated as Zone AO, the design flood elevation shall be the elevation of the highest existing  
29 grade of the building's perimeter plus the depth number (in feet) specified on the flood hazard  
30 map.

31  
32 **Development.** Any man-made change to improved or unimproved real estate, including but not  
33 limited to, buildings or other structures, tanks, temporary structures, temporary or permanent  
34 storage of equipment or materials, mining, dredging, filling, grading, paving, excavations, drilling  
35 operations or any other land disturbing activities.

36  
37 **Encroachment.** The placement of fill, excavation, buildings, permanent structures or other  
38 development into a flood hazard area which may impede or alter the flow capacity of riverine  
39 flood hazard areas.

40  
41 **Elevated building.** A non-basement building built to have the lowest floor elevated above the  
42 ground level by foundation walls, posts, piers, columns, pilings, or shear walls.

43  
44 **Existing building and existing structure.** Any buildings and structures for which the "start of  
45 construction" commenced before September 30, 1977.

46  
47 **Existing manufactured home park or subdivision.** A manufactured home park or subdivision  
48 for which the construction of facilities for servicing the lots on which the manufactured homes  
49 are to be affixed (including, at a minimum, the installation of utilities, the construction of streets,  
50 and either final site grading or the pouring of concrete pads) was completed before September

30, 1977.

**Expansion to an existing manufactured home park or subdivision.** The preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

**Federal Emergency Management Agency (FEMA).** The federal agency that, in addition to carrying out other functions, administers the National Flood Insurance Program.

**Flood or flooding.** A general and temporary condition of partial or complete inundation of normally dry land from the overflow of inland or tidal waters or the unusual and rapid accumulation or runoff of surface waters from any source.

**Flood damage-resistant materials.** Any construction material capable of withstanding direct and prolonged contact with floodwaters without sustaining any damage that requires more than cosmetic repair.

**Flood hazard area.** The greater of the following two areas:

1. The area within a floodplain subject to a 1-percent or greater chance of flooding in any year.
2. The area designated as a flood hazard area on the community's flood hazard map, or otherwise legally designated.

**Flood Insurance Rate Map (FIRM).** The official map of the community on which the Federal Emergency Management Agency has delineated both special flood hazard areas and the risk premium zones applicable to the community.

**Flood Insurance Study (FIS).** The official report provided by the Federal Emergency Management Agency that contains the Flood Insurance Rate Map, the Flood Boundary and Floodway Map (if applicable), the water surface elevations of the base flood, and supporting technical data.

**Floodplain Administrator.** The office or position designated and charged with the administration and enforcement of this article (may be referred to as the Floodplain Manager).

**Floodplain development permit or approval.** An official document or certificate issued by the community, or other evidence of approval or concurrence, which authorizes performance of specific development activities that are located in flood hazard areas and that are determined to be compliant with this article.

**Floodplain management regulations.** This article and other zoning articles, subdivision regulations, building codes, health regulations, special purpose ordinances (such as floodplain ordinance, grading ordinance, and erosion control ordinance), and other applications of police power which control development in floodprone areas. The term describes federal, State of Florida, or local regulations in any combination thereof, which provide standards for preventing and reducing flood loss and damage.

**Floodproofing.** A combination of design modifications which results in a building or structure,

1 including the attendant utility and sanitary facilities, being water tight with walls substantially  
2 impermeable to the passage of water and with structural components having the capacity to  
3 resist loads as identified in the *Florida Building Code*.

4  
5 **Floodway.** The channel of a river or other riverine watercourse and the adjacent land areas  
6 that must be reserved in order to discharge the base flood without cumulatively increasing the  
7 water surface elevation more than one (1) foot.

8  
9 **Floodway encroachment analysis.** An engineering analysis of the impact that a proposed  
10 encroachment into a floodway is expected to have on the floodway boundaries and base flood  
11 elevations; the evaluation shall be prepared by a qualified Florida licensed engineer using  
12 standard engineering methods and models.

13  
14 **Florida Building Code.** The family of codes adopted by the Florida Building Commission,  
15 including: *Florida Building Code, Building*; *Florida Building Code, Residential*; *Florida Building*  
16 *Code, Existing Building*; *Florida Building Code, Mechanical*; *Florida Building Code, Plumbing*;  
17 *Florida Building Code, Fuel Gas*.

18  
19 **Freeboard.** The additional height, usually expressed as a factor of safety in feet, above a flood  
20 level for purposes of floodplain management.

21  
22 **Functionally dependent use.** A use which cannot perform its intended purpose unless it is  
23 located or carried out in close proximity to water, including only docking facilities, port facilities  
24 that are necessary for the loading and unloading of cargo or passengers, and ship building and  
25 ship repair facilities; the term does not include long-term storage or related manufacturing  
26 facilities.

27  
28 **Hardship/unique hardship.** A hardship results if due to circumstances involving the parcel's  
29 size, location, configuration or geotechnical condition, the strict application of this article:

30 A. Renders the parcel unusable; or

31 B. Denies the owner of the same development rights commonly enjoyed by similarly  
32 situated property owners who are in compliance with the ordinance.

33  
34 A hardship may not result through the fault of the owner, e.g. such as by building without a  
35 permit.

36  
37 **Highest adjacent grade.** The highest natural elevation of the ground surface prior to  
38 construction next to the proposed walls or foundation of a structure.

39  
40 **Historic structure.** Any structure that is determined eligible for the exception to the flood  
41 hazard area requirements of the *Florida Building Code, Existing Building*, Chapter 11 Historic  
42 Buildings.

43  
44 **Letter of Map Change (LOMC).** An official determination issued by FEMA that amends or  
45 revises an effective Flood Insurance Rate Map or Flood Insurance Study. Letters of Map  
46 Change include:

47 Letter of Map Amendment (LOMA): An amendment based on technical data showing  
48 that a property was incorrectly included in a designated special flood hazard area. A  
49 LOMA amends the current effective Flood Insurance Rate Map and establishes that a  
50 specific property, portion of a property, or structure is not located in a special flood

1 hazard area.

2 Letter of Map Revision (LOMR): A revision based on technical data that may show  
3 changes to flood zones, flood elevations, special flood hazard area boundaries and  
4 floodway delineations, and other planimetric features.

5 Letter of Map Revision Based on Fill (LOMR-F): A determination that a structure or  
6 parcel of land has been elevated by fill above the base flood elevation and is, therefore,  
7 no longer located within the special flood hazard area. In order to qualify for this  
8 determination, the fill must have been permitted and placed in accordance with the  
9 community's floodplain management regulations.

10 Conditional Letter of Map Revision (CLOMR): A formal review and comment as to  
11 whether a proposed flood protection project or other project complies with the minimum  
12 NFIP requirements for such projects with respect to delineation of special flood hazard  
13 areas. A CLOMR does not revise the effective Flood Insurance Rate Map or Flood  
14 Insurance Study; upon submission and approval of certified as-built documentation, a  
15 Letter of Map Revision may be issued by FEMA to revise the effective FIRM.

16  
17 **Light-duty truck.** As defined in 40 C.F.R. 86.082-2, any motor vehicle rated at 8,500 pounds  
18 Gross Vehicular Weight Rating or less which has a vehicular curb weight of 6,000 pounds or  
19 less and which has a basic vehicle frontal area of 45 square feet or less, which is:

- 20 1. Designed primarily for purposes of transportation of property or is a derivation of such a  
21 vehicle, or
- 22 2. Designed primarily for transportation of persons and has a capacity of more than 12  
23 persons; or
- 24 3. Available with special features enabling off-street or off-highway operation and use.

25  
26 **Lowest floor.** The lowest floor of the lowest enclosed area of a building or structure, including  
27 basement, but excluding any unfinished or flood-resistant enclosure, other than a basement,  
28 usable solely for vehicle parking, building access or limited storage provided that such  
29 enclosure is not built so as to render the structure in violation of the non-elevation requirement  
30 of the *Florida Building Code* or ASCE 24

31  
32 **Manufactured home.** A structure, transportable in one or more sections, which is eight (8) feet  
33 or more in width and greater than four hundred (400) square feet, and which is built on a  
34 permanent, integral chassis and is designed for use with or without a permanent foundation  
35 when attached to the required utilities. The term "manufactured home" does not include a  
36 "recreational vehicle" or "park trailer."

37  
38 **Manufactured home park or subdivision.** A parcel (or contiguous parcels) of land divided  
39 into two or more manufactured home lots for rent or sale.

40  
41 **Market value.** The price at which a property will change hands between a willing buyer and a  
42 willing seller, neither party being under compulsion to buy or sell and both having reasonable  
43 knowledge of relevant facts. As used in this article, the term refers to the market value of  
44 buildings and structures, excluding the land and other improvements on the parcel. Market  
45 value may be established by a qualified independent appraiser, Actual Cash Value  
46 (replacement cost depreciated for age and quality of construction), or tax assessment value  
47 adjusted to approximate market value by a factor provided by the Property Appraiser.

48  
49 **New construction.** For the purposes of administration of this article and the flood resistant  
50 construction requirements of the *Florida Building Code*, structures for which the "start of



construction” commenced on or after September 30, 1977 and includes any subsequent improvements to such structures.

**New manufactured home park or subdivision.** A manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after September 30, 1977.

**North American Vertical Datum (NAVD) of 1988.** A vertical control used as a reference for establishing varying elevations within the floodplain.

**Park trailer.** A transportable unit which has a body width not exceeding fourteen (14) feet and which is built on a single chassis and is designed to provide seasonal or temporary living quarters when connected to utilities necessary for operation of installed fixtures and appliances. [Defined in section 320.01, F. S.]

**Recreational vehicle.** A vehicle, including a park trailer, which is: [Defined in Section 320.01, F.S.)

1. Built on a single chassis;
2. Four hundred (400) square feet or less when measured at the largest horizontal projection;
3. Designed to be self-propelled or permanently towable by a light-duty truck; and
4. Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

**Regulatory floodway.** The channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one foot.

**Riverine.** Relating to, formed by, or resembling a river (including tributaries), stream, brook, etc .

**Sand dunes.** Naturally occurring accumulations of sand in ridges or mounds landward of the beach.

**Special flood hazard area.** An area in the floodplain subject to a 1 percent or greater chance of flooding in any given year. Special flood hazard areas are shown on FIRMs as Zone A, AO, A1-A30, AE, A99, AH, V1-V30, VE or V

**Start of construction.** The date of issuance for new construction and substantial improvements to existing structures, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement is within 180 days of the date of the issuance. The actual start of construction means either the first placement of permanent construction of a building (including a manufactured home) on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns.

Permanent construction does not include land preparation (such as clearing, grading, or filling), the installation of streets or walkways, excavation for a basement, footings, piers, or

foundations, the erection of temporary forms or the installation of accessory buildings such as garages or sheds not occupied as dwelling units or not part of the main buildings. For a substantial improvement, the actual "start of construction" means the first alteration of any wall, ceiling, floor or other structural part of a building, whether or not that alteration affects the external dimensions of the building

**Substantial damage.** Damage of any origin sustained by a building or structure whereby the cost of restoring the building or structure to its before-damaged condition would equal or exceed 50 percent of the market value of the building or structure before the damage occurred

**Substantial improvement.** Any repair, reconstruction, rehabilitation, addition, or other improvement of a building or structure, the cost of which equals or exceeds 50 percent of the market value of the building or structure before the improvement or repair is started. If the structure has incurred "substantial damage," any repairs are considered substantial improvement regardless of the actual repair work performed. The term does not, however, include either

1. Any project for improvement of a building required to correct existing health, sanitary, or safety code violations identified by the building official and that are the minimum necessary to assure safe living conditions.
2. Any alteration of a historic structure provided the alteration will not preclude the structure's continued designation as a historic structure.

**Variance.** A grant of relief from the requirements of this article, or the flood resistant construction requirements of the *Florida Building Code*, which permits construction in a manner that would not otherwise be permitted by this article or the *Florida Building Code*. A quasi-judicial remedy for hardship administered by the Board of Adjustment in accordance with the procedures contained in this article. See Section 4-2.8.

**Watercourse.** A river, creek, stream, channel or other topographic feature in, on, through, or over which water flows at least periodically.

**Water surface elevation.** The height, in relation to the North American Vertical Datum (NAVD) of 1988, of floods of various magnitudes and frequencies in the floodplains of coastal or riverine areas.

#### **Sec 4-2.11 FLOOD RESISTANT DEVELOPMENT**

**(a) Buildings and Structures.** Pursuant to Section 4-2.5(c) of this article, buildings, structures and facilities that are exempt from the *Florida Building Code*, including substantial improvement or repair of substantial damage of such buildings, structures and facilities, shall be designed and constructed in accordance with the flood load and flood resistant construction requirements of ASCE 24. Structures exempt from the *Florida Building Code* that are not walled and roofed buildings shall comply with the requirements of Section 4-2.17 of this article.

**(b) Buildings and structures seaward of the coastal construction control line.** If extending, in whole or in part, seaward of the coastal construction control line and also located, in whole or in part, in a flood hazard area:

- (1)** Buildings and structures shall be designed and constructed to comply with the more restrictive applicable requirements of the *Florida Building Code*, *Building Section 3109*

and Section 1612 or *Florida Building Code, Residential* Section R322.

- (2) Minor structures and non-habitable major structures as defined in Section 161.54, F.S., shall be designed and constructed to comply with the intent and applicable provisions of this article and ASCE 24.

#### **Sec 4-2.12 SUBDIVISIONS**

(a) **Minimum requirements.** Subdivision proposals, including proposals for manufactured home parks and subdivisions, shall be reviewed to determine that:

- (1) Such proposals are consistent with the need to minimize flood damage and will be reasonably safe from flooding;
- (2) All public utilities and facilities such as sewer, gas, electric, communications, and water systems are located and constructed to minimize or eliminate flood damage; and
- (3) Adequate drainage is provided to reduce exposure to flood hazards: in Zones AH and AO, adequate drainage paths shall be provided to guide floodwaters around and away from proposed structures.

(b) **Subdivision plats.** Where any portion of proposed subdivisions, including manufactured home parks and subdivisions, lies within a flood hazard area, the following shall be required:

- (1) Delineation of flood hazard areas, floodway boundaries and flood zones, and design flood elevations, as appropriate, shall be shown on preliminary plats and final plats;
- (2) Where the subdivision has more than 50 lots or is larger than 5 acres and base flood elevations are not included on the FIRM, the base flood elevations determined in accordance with Section 4-2.6(b)(1) of this article; and
- (3) Compliance with the site improvement and utility requirements of Section 4-2.13 of this article.

#### **Sec 4-2.13 SITE IMPROVEMENTS, UTILITIES AND LIMITATIONS**

(a) **Minimum requirements.** All proposed new development shall be reviewed to determine that:

- (1) Such proposals are consistent with the need to minimize flood damage and will be reasonably safe from flooding;
- (2) All public utilities and facilities such as sewer, gas, electric, communications, and water systems are located and constructed to minimize or eliminate flood damage; and
- (3) Adequate drainage is provided to reduce exposure to flood hazards; in Zones AH and AO, adequate drainage paths shall be provided to guide floodwaters around and away from proposed structures

(b) **Sanitary sewage facilities.** All new and replacement sanitary sewage facilities, private sewage treatment plants (including all pumping stations and collector systems), and on-site waste disposal systems shall be designed in accordance with the standards for onsite sewage treatment and disposal systems in Chapter 64E-6, F.A.C. and ASCE 24 Chapter 7 to minimize or eliminate infiltration of floodwaters into the facilities and discharge from the facilities into flood waters, and impairment of the facilities and systems.

(c) **Water supply facilities.** All new and replacement water supply facilities shall be designed in accordance with the water well construction standards in Chapter 62-532.500, F.A.C. and ASCE 24 Chapter 7 to minimize or eliminate infiltration of floodwaters into the systems.

(d) **Limitations on sites in regulatory floodways.** No development, including but not limited to



1 site improvements, and land disturbing activity involving fill or regrading, shall be authorized  
2 in the regulatory floodway unless the floodway encroachment analysis required in Section 4-  
3 2.6(c)(1) of this article demonstrates that the proposed development or land disturbing  
4 activity will not result in any increase in the base flood elevation.

5 **(e) Limitations on placement of fill.** Subject to the limitations of this article, fill shall be  
6 designed to be stable under conditions of flooding including rapid rise and rapid drawdown  
7 of floodwaters, prolonged inundation, and protection against flood-related erosion and scour.  
8 In addition to these requirements, if intended to support buildings and structures (Zone A  
9 only), fill shall comply with the requirements of the *Florida Building Code*.

10 **(f) Limitations on sites in coastal high hazard areas (Zone V).** In coastal high hazard areas,  
11 alteration of sand dunes and mangrove stands shall be permitted only if such alteration is  
12 approved by the Florida Department of Environmental Protection and only if the engineering  
13 analysis required by Section 4-2.6(c)(4) of this article demonstrates that the proposed  
14 alteration will not increase the potential for flood damage. Construction or restoration of  
15 dunes under or around elevated buildings and structures shall comply with Section 4-  
16 2.18(h)(3) of this article.

#### 17 18 **Sec 4-2.14 MANUFACTURED HOMES** 19

20 **(a) General.** All manufactured homes installed in flood hazard areas shall be installed by an  
21 installer that is licensed pursuant to Section 320.8249, F.S, and shall comply with the  
22 requirements of Chapter 15C-1, F.A.C. and the requirements of this article. If located  
23 seaward of the Coastal Construction Control Line, all manufactured homes shall comply with  
24 the more restrictive of the applicable requirements.

25 **(b) Foundations.** All new manufactured homes and replacement manufactured homes installed  
26 in flood hazard areas shall be installed on permanent, reinforced foundations that:

27 **(1)** In flood hazard areas (Zone A) other than coastal high hazard areas, are designed in  
28 accordance with the foundation requirements of the *Florida Building Code, Residential*  
29 *Section R322.2* and this ordinance.

30 **(2)** In coastal high hazard areas (Zone V), are designed in accordance with the foundation  
31 requirements of the *Florida Building Code, Residential Section R322.3* and this  
32 ordinance.

33 **(c) Anchoring.** All new manufactured homes and replacement manufactured homes shall be  
34 installed using methods and practices which minimize flood damage and shall be securely  
35 anchored to an adequately anchored foundation system to resist flotation, collapse or lateral  
36 movement. Methods of anchoring include, but are not limited to, use of over-the-top or frame  
37 ties to ground anchors. This anchoring requirement is in addition to applicable state and local  
38 anchoring requirements for wind resistance.

39 **(d) Elevation.** Manufactured homes that are placed, replaced, or substantially improved shall  
40 comply with Section 4-2.146(e) or (f) of this article, as applicable.

41  
42 **(e) General elevation requirement.** Unless subject to the requirements of Section 4-2.14(f) of  
43 this article, all manufactured homes that are placed, replaced, or substantially improved on  
44 sites located:

45 **(1)** outside of a manufactured home park or subdivision;

46 **(2)** in a new manufactured home park or subdivision;

47 **(3)** in an expansion to an existing manufactured home park or subdivision; or

1 (4) in an existing manufactured home park or subdivision upon which a manufactured home  
2 has incurred "substantial damage" as the result of a flood, shall be elevated such that  
3 the bottom of the frame is at or above the elevation required, as applicable to the flood  
4 hazard area, in the *Florida Building Code, Residential* Section R322.2 (Zone A) or  
5 Section R322.3 (Zone V).

6 **(f) Elevation requirement for certain existing manufactured home parks and subdivisions.**

7 Manufactured homes that are not subject to Section 4-2.14(e) of this article, including  
8 manufactured homes that are placed, replaced, or substantially improved on sites located in  
9 an existing manufactured home park or subdivision, unless on a site where substantial  
10 damage as result of flooding has occurred, shall be elevated such that either the:

11 (1) Bottom of the frame of the manufactured home is at or above the elevation required, as  
12 applicable to the flood hazard area, in the *Florida Building Code, Residential* Section  
13 R322.2 (Zone A) or Section R322.3 (Zone V); or

14 (2) Bottom of the frame is supported by reinforced piers or other foundation elements of at  
15 least equivalent strength that are not less than 60 inches in height above grade.

16 **(g) Enclosures.** Enclosed areas below elevated manufactured homes shall comply with the  
17 requirements of the *Florida Building Code, Residential* Section R322 for such enclosed  
18 areas, as applicable to the flood hazard area.

19  
20 **(h) Utility equipment.** Utility equipment that serves manufactured homes, including electric,  
21 heating, ventilation, plumbing, and air conditioning equipment and other service facilities,  
22 shall comply with the requirements of the *Florida Building Code, Residential* Section R322,  
23 as applicable to the flood hazard area.

24  
25 **Sec 4-2.15 RECREATIONAL VEHICLES AND PARK TRAILERS**

26  
27 **(a) Temporary placement.** Recreational vehicles and park trailers placed temporarily in flood  
28 hazard areas (no longer than 14 days) shall be fully licensed and ready for highway use,  
29 which means the recreational vehicle or park model is on wheels or jacking system, is  
30 attached to the site only by quick-disconnect type utilities and security devices, and has no  
31 permanent attachments such as additions, rooms, stairs, decks and porches.

32 **(b) Permanent placement.** Recreational vehicles and park trailers that do not meet the  
33 limitations in Section 4-2.15(a) of this article for temporary placement shall meet the  
34 requirements of Section 4-2.14 of this article for manufactured homes.

35 **Sec 4-2.16 TANKS**

36 **(a) Underground tanks.** Underground tanks in flood hazard areas shall be anchored to  
37 prevent flotation, collapse or lateral movement resulting from hydrodynamic and hydrostatic  
38 loads during conditions of the design flood, including the effects of buoyancy assuming the  
39 tank is empty.

40 **(b) Above-ground tanks, not elevated.** Above-ground tanks that do not meet the elevation  
41 requirements of Section 4-2.16(c) of this article shall:

42 (1) Be permitted in flood hazard areas (Zone A) other than coastal high hazard areas,  
43 provided the tanks are anchored or otherwise designed and constructed to prevent  
44 flotation, collapse or lateral movement resulting from hydrodynamic and hydrostatic  
45 loads during conditions of the design flood, including the effects of buoyancy assuming  
46 the tank is empty and the effects of flood-borne debris.

1       (2) Not be permitted in coastal high hazard areas (Zone V).

2       **(c) Above-ground tanks, elevated.** Above-ground tanks in flood hazard areas shall be  
3       attached to and elevated to or above the design flood elevation on a supporting structure  
4       that is designed to prevent flotation, collapse or lateral movement during conditions of the  
5       design flood. Tank-supporting structures shall meet the foundation requirements of the  
6       applicable flood hazard area.

7       **(d) Tank inlets and vents.** Tank inlets, fill openings, outlets and vents shall be:

8       (1) At or above the design flood elevation or fitted with covers designed to prevent the  
9       inflow of floodwater or outflow of the contents of the tanks during conditions of the  
10      design flood; and

11      (2) Anchored to prevent lateral movement resulting from hydrodynamic and hydrostatic  
12      loads, including the effects of buoyancy, during conditions of the design flood.

#### 13 14 **Sec 4-2.17 OTHER DEVELOPMENT**

15  
16       **(a) General requirements for other development.** All development, including man-made  
17       changes to improved or unimproved real estate for which specific provisions are not  
18       specified in this article or the *Florida Building Code*, shall:

19       (1) Be located and constructed to minimize flood damage;

20       (2) Meet the limitations of Section 4-2.13(d) of this article if located in a regulated floodway;

21       (3) Be anchored to prevent flotation, collapse or lateral movement resulting from  
22       hydrostatic loads, including the effects of buoyancy, during conditions of the design  
23       flood;

24       (4) Be constructed of flood damage-resistant materials; and

25       (5) Have mechanical, plumbing, and electrical systems above the design flood elevation,  
26       except that minimum electric service required addressing life safety and electric code  
27       requirements is permitted below the design flood elevation provided it conforms to the  
28       provisions of the electrical part of building code for wet locations.

29  
30       **(b) Fences in regulated floodways.** Fences in regulated floodways that have the potential to  
31       block the passage of floodwaters, such as stockade fences and wire mesh fences, shall  
32       meet the limitations of Section 4-2.13(d) of this article.

33       **(c) Retaining walls, sidewalks and driveways in regulated floodways.** Retaining walls and  
34       sidewalks and driveways that involve the placement of fill in regulated floodways shall meet  
35       the limitations of Section 4-2.13(d) of this article.

36       **(d) Roads and watercourse crossings in regulated floodways.** Roads and watercourse  
37       crossings, including roads, bridges, culverts, low-water crossings and similar means for  
38       vehicles or pedestrians to travel from one side of a watercourse to the other side, that  
39       encroach into regulated floodways shall meet the limitations of Section 4-2.13(d) of this  
40       article. Alteration of a watercourse that is part of a road or watercourse crossing shall meet  
41       the requirements of Section 4-2.6(c)(3) of this article.

42       **(e) Concrete slabs used as parking pads, enclosure floors, landings, decks, walkways,**  
43       **patios and similar nonstructural uses in coastal high hazard areas (Zone V).** In  
44       coastal high hazard areas, concrete slabs used as parking pads, enclosure floors, landings,  
45       decks, walkways, patios and similar nonstructural uses are permitted beneath or adjacent  
46       to buildings and structures provided the concrete slabs are designed and constructed to be:

- (1) Structurally independent of the foundation system of the building or structure;
- (2) Frangible and not reinforced, so as to minimize debris during flooding that is capable of causing significant damage to any structure; and
- (3) Have a maximum slab thickness of not more than four (4) inches.

**(f) Decks and patios in coastal high hazard areas (Zone V).** In addition to the requirements of the *Florida Building Code*, in coastal high hazard areas decks and patios shall be located, designed, and constructed in compliance with the following:

- (1) A deck that is structurally attached to a building or structure shall have the bottom of the lowest horizontal structural member at or above the design flood elevation and any supporting members that extend below the design flood elevation shall comply with the foundation requirements that apply to the building or structure, which shall be designed to accommodate any increased loads resulting from the attached deck.
- (2) A deck or patio that is located below the design flood elevation shall be structurally independent from buildings or structures and their foundation systems, and shall be designed and constructed either to remain intact and in place during design flood conditions or to break apart into small pieces to minimize debris during flooding that is capable of causing structural damage to the building or structure or to adjacent buildings and structures.
- (3) A deck or patio that has a vertical thickness of more than twelve (12) inches or that is constructed with more than the minimum amount of fill necessary for site drainage shall not be approved unless an analysis prepared by a qualified registered design professional demonstrates no harmful diversion of floodwaters or wave run-up and wave reflection that would increase damage to the building or structure or to adjacent buildings and structures.
- (4) A deck or patio that has a vertical thickness of twelve (12) inches or less and that is at natural grade or on nonstructural fill material that is similar to and compatible with local soils and is the minimum amount necessary for site drainage may be approved without requiring analysis of the impact on diversion of floodwaters or wave run-up and wave reflection.

**(g) Other development in coastal high hazard areas (Zone V).** In coastal high hazard areas, development activities other than buildings and structures shall be permitted only if also authorized by the appropriate federal, state or local authority; if located outside the footprint of, and not structurally attached to, buildings and structures; and if analyses prepared by qualified registered design professionals demonstrate no harmful diversion of floodwaters or wave run-up and wave reflection that would increase damage to adjacent buildings and structures. Such other development activities include but are not limited to:

- (1) Bulkheads, seawalls, retaining walls, revetments, and similar erosion control structures;
- (2) Solid fences and privacy walls, and fences prone to trapping debris, unless designed and constructed to fail under flood conditions less than the design flood or otherwise function to avoid obstruction of floodwaters; and
- (3) On-site sewage treatment and disposal systems defined in 64E-6.002, F.A.C., as filled systems or mound systems.
- (4) A pool adjacent to an elevated V zone building may be constructed at grade or elevated so that the lowest horizontal structural member supporting the pool is at or above BFE. A Florida registered design professional must certify that such structure will not be subject to breaking up or floating out of the ground and affecting the pilings and

1 columns of the supporting system of the surrounding buildings. The certified  
2 professional must also verify that the pool and accessory equipment will not divert  
3 waves an increase potential damage to any nearby buildings. All pool equipment must  
4 be strapped down or elevated above BFE to prevent flotation.

5 **(h) Nonstructural fill in coastal high hazard areas (Zone V).** In coastal high hazard areas:

6 **(1)** Minor grading and the placement of minor quantities of nonstructural fill shall be  
7 permitted for landscaping and for drainage purposes under and around buildings.

8 **(2)** Nonstructural fill with finished slopes that are steeper than one unit vertical to five units  
9 horizontal shall be permitted only if an analysis prepared by a qualified registered  
10 design professional demonstrates no harmful diversion of floodwaters or wave run-up  
11 and wave reflection that would increase damage to adjacent buildings and structures.

12 **(3)** Where authorized by the Florida Department of Environmental Protection or applicable  
13 local approval, sand dune construction and restoration of sand dunes under or around  
14 elevated buildings are permitted without additional engineering analysis or certification  
15 of the diversion of floodwater or wave run-up and wave reflection if the scale and  
16 location of the dune work is consistent with local beach-dune morphology and the  
17 vertical clearance is maintained between the top of the sand dune and the lowest  
18 horizontal structural member of the building.

## ORDINANCE NUMBER 2016-\_\_\_\_\_

**AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART III OF THE ESCAMBIA COUNTY CODE OF ORDINANCES, THE LAND DEVELOPMENT CODE OF ESCAMBIA COUNTY, FLORIDA, AS AMENDED, TO REPEAL AND REPLACE CHAPTER 4, ARTICLE 2, FLOODPLAIN MANAGEMENT, IN ITS ENTIRETY; TO ADOPT A NEW ARTICLE 2, FLOODPLAIN MANAGEMENT, ADOPTING THE FLOOD INSURANCE STUDY FOR ESCAMBIA COUNTY AND FLOOD INSURANCE RATE MAPS; ADOPTING PROCEDURES AND CRITERIA FOR DEVELOPMENT IN FLOOD HAZARD AREAS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Legislature of the State of Florida has, in Chapter 125, Florida Statutes, conferred upon local governments the authority to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry; and

**WHEREAS**, the Federal Emergency Management Agency has identified special flood hazard areas within the boundaries of Escambia County and that such areas may be subject to periodic inundation which may result in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base, all of which adversely affect the public health, safety and general welfare, and

**WHEREAS**, Escambia County was accepted for participation in the National Flood Insurance Program on 30 September 1997 and the Board of County Commissioners desires to continue to meet the requirements of Title 44 Code of Federal Regulations, Sections 59 and 60, necessary for such participation;

**NOW, THEREFORE, BE IT ORDAINED** by the Board of County Commissioners of Escambia County that the following Floodplain Management regulations are hereby adopted.

### **Section 1.      Purpose.**

The purpose of this ordinance is to repeal and replace Chapter 4, Article 2 of the Escambia County Land Development Code, Floodplain Management, which previously replaced Ordinance No. 2013-56.

### **Section 2.      Land Development Code.**

Chapter 4, Article 2 of the Escambia County Land Development Code is repealed and replaced as shown Exhibit A.

### **Section 3.      Severability.**

If any section, sentence, clause or phrase of this ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, the holding shall in no way affect the validity of the remaining portions of this ordinance.

**Section 4.      Inclusion in the code.**

The Board of County Commissioners intends that the provisions of this ordinance will be codified as required by Section 125.68, Florida Statutes, and that the sections of this ordinance may be renumbered or relettered and the word "ordinance" may be changed to "section," "article," or such other appropriate word or phrase in order to accomplish its intentions.

**Section 5.      Effective date.**

This ordinance shall become effective upon filing with the Department of State.

DONE AND ENACTED this \_\_\_\_ day of \_\_\_\_\_, 2016.

BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

By: \_\_\_\_\_  
Grover C. Robinson, IV, Chairman

ATTEST: Pam Childers  
Clerk of the Circuit Court

By: \_\_\_\_\_ Date Executed: \_\_\_\_\_  
Deputy Clerk

(SEAL)

ENACTED:

FILED WITH THE DEPARTMENT OF STATE:

EFFECTIVE DATE:



## Article 2 Floodplain Management

### Sec. 4-2.1 Administration

(a) **General.** These regulations shall be known as the *Floodplain Management Ordinance of Escambia County*, hereinafter referred to as “this article.”

(b) **Scope.** The provisions of this article shall apply to all development that is wholly within or partially within any flood hazard area, including but not limited to the subdivision of land; filling, grading, and other site improvements and utility installations; construction, alteration, remodeling, enlargement, improvement, replacement, repair, relocation or demolition of buildings, structures, and facilities that are exempt from the *Florida Building Code*; placement, installation, or replacement of manufactured homes and manufactured buildings; installation or replacement of tanks; placement of recreational vehicles; installation of swimming pools; and any other development.

### Sec. 4-2.2 General provisions

(a) The purposes of this article and the flood load and flood resistant construction requirements of the *Florida Building Code* are to establish minimum requirements to safeguard the public health, safety, and general welfare and to minimize public and private losses due to flooding through regulation of development in flood hazard areas to:

- (1) Minimize unnecessary disruption of commerce, access and public service during times of flooding;
- (2) Require the use of appropriate construction practices in order to prevent or minimize future flood damage;
- (3) Manage filling, grading, dredging, mining, paving, excavation, drilling operations, storage of equipment or materials, and other development which may increase flood damage or erosion potential;
- (4) Manage the alteration of flood hazard areas, watercourses, and shorelines to minimize the impact of development on the natural and beneficial functions of the floodplain;
- (5) Minimize damage to public and private facilities and utilities;
- (6) Help maintain a stable tax base by providing for the sound use and development of flood hazard areas;
- (7) Minimize the need for future expenditure of public funds for flood control projects and response to and recovery from flood events;
- (8) Meet the requirements of the National Flood Insurance Program for community participation as set forth in the Title 44 Code of Federal Regulations, Section 59.22.

(b) **Coordination with the *Florida Building Code*.** This article is intended to be administered and enforced in conjunction with the *Florida Building Code*. Where cited, ASCE 24 refers to the edition of the standard that is referenced by the *Florida Building Code*.

(c) **Warning.** The degree of flood protection required by this article and the *Florida Building Code*, as amended by this community, is considered the minimum reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur. Flood heights may be increased by man-made or natural causes. This article does not imply that land outside of mapped special flood hazard areas, or that uses permitted within such flood hazard areas, will be free from flooding or flood damage. The flood hazard areas and base flood elevations contained in the Flood Insurance Study and shown on Flood Insurance



Rate Maps and the requirements of Title 44 Code of Federal Regulations, Sections 59 and 60 may be revised by the Federal Emergency Management Agency, requiring this community to revise these regulations to remain eligible for participation in the National Flood Insurance Program. No guaranty of vested use, existing use, or future use is implied or expressed by compliance with this article.

**(d) Disclaimer of Liability.** This article shall not create liability on the part of **Board of County Commissioners of Escambia County** or by any officer or employee thereof for any flood damage that results from reliance on this article or any administrative decision lawfully made thereunder.

#### **Sec 4-2.3 APPLICABILITY**

**(a) General.** Where there is a conflict between a general requirement and a specific requirement, the specific requirement shall be applicable.

**(b) Areas to which this article applies.** This article shall apply to all flood hazard areas within Escambia County, as established in **Section 4-2.3(c) of this article.**

**(c) Basis for establishing flood hazard areas.** The Flood Insurance Study for **Escambia County, Florida and Incorporated Areas** dated September 29, 2006, and the accompanying Flood Insurance Rate Maps (FIRM), are adopted by reference as a part of this article and shall serve as the minimum basis for establishing flood hazard areas. Studies and maps that establish flood hazard areas are on file at the **Escambia County Building Inspections Department, 3363 West Park Place, Pensacola, Florida 32505.**

**(d) Submission of additional data to establish flood hazard areas.** To establish flood hazard areas and base flood elevations, pursuant to Section 4-2.6 of this article the Floodplain Administrator may require submission of additional data. Where field surveyed topography prepared by a Florida licensed professional surveyor or digital topography accepted by the community indicates that ground elevations:

**(1)** Are below the closest applicable base flood elevation, even in areas not delineated as a special flood hazard area on a FIRM, the area shall be considered as flood hazard area and subject to the requirements of this article and, as applicable, the requirements of the *Florida Building Code*.

**(2)** Are above the closest applicable base flood elevation, the area shall be regulated as special flood hazard area unless the applicant obtains a Letter of Map Change that removes the area from the special flood hazard area.

**(e) Other laws.** The provisions of this article shall not be deemed to nullify any provisions of local, state or federal law.

**(f) Abrogation and greater restrictions.** This article supersedes any ordinance in effect for management of development in flood hazard areas. However, it is not intended to repeal or abrogate any other provisions of existing ordinances including but not limited to land development regulations, zoning ordinances stormwater management regulations, or the *Florida Building Code*. In the event of a conflict between these regulations and any other regulation, the more restrictive shall govern. This article shall not impair any deed restriction, covenant or easement, but any land that is subject to such interests shall also be governed by this article.

**(g) Interpretation.** In the interpretation and application of this article, all provisions shall be:

**(1)** Considered as minimum requirements;

**(2)** Liberally construed in favor of the governing body; and

- (3) Deemed neither to limit nor repeal any other powers granted under state statutes.

#### **Sec 4-2.4 DUTIES AND POWERS OF THE FLOODPLAIN ADMINISTRATOR**

- (a) **Designation.** The **County Administrator** is designated as the Floodplain Administrator. The Floodplain Administrator may delegate performance of certain duties to other employees.
- (b) **General.** The Floodplain Administrator is authorized and directed to administer and enforce the provisions of this article. The Floodplain Administrator shall have the authority to render interpretations of this article consistent with the intent and purpose of this article and may establish policies and procedures in order to clarify the application of its provisions. Such interpretations, policies, and procedures shall not have the effect of waiving requirements specifically provided in this article without the granting of a variance pursuant to Section 4-2.8 of this article.
- (c) **Applications and permits.** The Floodplain Administrator, in coordination with other pertinent offices of the community, shall:
- (1) Review applications and plans to determine whether proposed new development will be located in flood hazard areas;
  - (2) Review applications for modification of any existing development in flood hazard areas for compliance with the requirements of this article;
  - (3) Interpret flood hazard area boundaries where such interpretation is necessary to determine the exact location of boundaries; a person contesting the determination shall have the opportunity to appeal the interpretation;
  - (4) Provide available flood elevation and flood hazard information;
  - (5) Determine whether additional flood hazard data shall be obtained from other sources or shall be developed by an applicant;
  - (6) Review applications to determine whether proposed development will be reasonably safe from flooding;
  - (7) Issue floodplain development permits or approvals for development other than buildings and structures that are subject to the *Florida Building Code*, including buildings, structures and facilities exempt from the *Florida Building Code*, when compliance with this article is demonstrated, or disapprove the same in the event of noncompliance; and
  - (8) Coordinate with and provide comments to the Building Official to assure that applications, plan reviews, and inspections for buildings and structures in flood hazard areas comply with the applicable provisions of this article.
- (d) **Substantial Improvements and substantial damage determinations.** For applications for building permits to improve buildings and structures, including alterations, movement, enlargement, replacement, repair, change of occupancy, additions, rehabilitations, renovations, substantial improvements, repairs of substantial damage, and any other improvement of or work on such buildings and structures, the Floodplain Administrator, in coordination with the Building Official, shall:
- (1) Estimate the market value, or require the applicant to obtain an appraisal of the market value prepared by a qualified independent appraiser, of the building or structure before the start of construction of the proposed work; in the case of repair, the market value of

the building or structure shall be the market value before the damage occurred and before any repairs are made;

- (2) Compare the cost to perform the improvement, the cost to repair a damaged building to its pre-damaged condition, or the combined costs of improvements and repairs, if applicable, to the market value of the building or structure;
- (3) Determine and document whether the proposed work constitutes substantial improvement or repair of substantial damage;
- (4) Notify the applicant if it is determined that the work constitutes substantial improvement or repair of substantial damage and that compliance with the flood resistant construction requirements of the *Florida Building Code* and this article is required.

**(e) Modifications of the strict application of the requirements of the Florida Building Code.** The Floodplain Administrator shall review requests submitted to the Building Official that seek approval to modify the strict application of the flood load and flood resistant construction requirements of the *Florida Building Code* to determine whether such requests require the granting of a variance pursuant to Section 4-2.8 of this article.

**(f) Notices and orders.** The Floodplain Administrator shall coordinate with appropriate local agencies for the issuance of all necessary notices or orders to ensure compliance with this article.

**(g) Inspections.** The Floodplain Administrator shall make the required inspections as specified in Section 4-2.7 of this article for development that is not subject to the *Florida Building Code*, including buildings, structures and facilities exempt from the *Florida Building Code*. The Floodplain Administrator shall inspect flood hazard areas to determine if development is undertaken without issuance of a permit.

**(1) (h) Other duties of the Floodplain Administrator.** The Floodplain Administrator shall have other duties, including but not limited to: In coordination with the Building Official review all permits for construction within the Special Flood Hazard Areas to ensure that the proposed project meets the freeboard requirements. In Escambia County the freeboard requirement is 3 feet above the designated FEMA Base Flood Elevation.

(2) Establish, in coordination with the Building Official, procedures for administering and documenting determinations of substantial improvement and substantial damage made pursuant to Section 4-2.4(d) of this article;

(3) Require that applicants proposing alteration of a watercourse notify adjacent communities and the Florida Division of Emergency Management, State Floodplain Management Office, and submit copies of such notifications to the Federal Emergency Management Agency (FEMA);

(4) Require applicants who submit hydrologic and hydraulic engineering analyses to support permit applications to submit to FEMA the data and information necessary to maintain the Flood Insurance Rate Maps if the analyses propose to change base flood elevations, flood hazard area boundaries, or floodway designations; such submissions shall be made within 6 months of such data becoming available;

(5) Review required design certifications and documentation of elevations specified by this article and the *Florida Building Code* to determine that such certifications and documentations are complete; and

(6) Advise applicants for new buildings and structures, including substantial improvements, that are located in any unit of the Coastal Barrier Resources System established by the Coastal Barrier Resources Act (Pub. L. 97-348) and the Coastal Barrier Improvement

Act of 1990 (Pub. L. 101-591) that federal flood insurance is not available on such construction; areas subject to this limitation are identified on Flood Insurance Rate Maps as "Coastal Barrier Resource System Areas" and "Otherwise Protected Areas."

- (i) **Floodplain management records.** Regardless of any limitation on the period required for retention of public records, the Floodplain Administrator shall maintain and permanently keep and make available for public inspection all records that are necessary for the administration of this article and the flood resistant construction requirements of the *Florida Building Code*, including Flood Insurance Rate Maps; Letters of Change; records of issuance of permits and denial of permits; determinations of whether proposed work constitutes substantial improvement or repair of substantial damage; required design certifications and documentation of elevations specified by the *Florida Building Code* and this article; notifications to adjacent communities, FEMA, and the state, related to alterations of watercourses; assurances that the flood carrying capacity of altered watercourses will be maintained; documentation related to appeals and variances, including justification for issuance or denial; and records of enforcement actions taken pursuant to this article and the flood resistant construction requirements of the *Florida Building Code*. These records shall be available for public inspection at Escambia County Development Services.

#### **Sec 4-2.5 PERMITS**

- (a) **Permits required.** Any owner or owner's authorized agent (hereinafter "applicant") who intends to undertake any development activity within the scope of this article, including buildings, structures and facilities exempt from the *Florida Building Code*, which is wholly within or partially within any flood hazard area shall first make application to the Floodplain Administrator, and the Building Official if applicable, and shall obtain the required permit(s) and approval(s). No such permit or approval shall be issued until compliance with the requirements of this article and all other applicable codes and regulations has been satisfied.
- (b) **Floodplain development permits or approvals.** Floodplain development permits or approvals shall be issued pursuant to this article for any development activities not subject to the requirements of the *Florida Building Code*, including buildings, structures and facilities exempt from the *Florida Building Code*. Depending on the nature and extent of proposed development that includes a building or structure, the Floodplain Administrator may determine that a floodplain development permit or approval is required in addition to a building permit.
- (c) **Buildings, structures and facilities exempt from the *Florida Building Code*.** Pursuant to the requirements of federal regulation for participation in the National Flood Insurance Program (44 C.F.R. Sections 59 and 60), floodplain development permits or approvals shall be required for the following buildings, structures and facilities that are exempt from the *Florida Building Code* and any further exemptions provided by law, which are subject to the requirements of this article:
- (1) Railroads and ancillary facilities associated with the railroad.
  - (2) Nonresidential farm buildings on farms, as provided in Section 604.50, F.S.
  - (3) Temporary buildings or sheds used exclusively for construction purposes.
  - (4) Mobile or modular structures used as temporary offices.
  - (5) Those structures or facilities of electric utilities, as defined in Section 366.02, F.S., which are directly involved in the generation, transmission, or distribution of electricity.
  - (6) Chickees constructed by the Miccosukee Tribe of Indians of Florida or the Seminole

Tribe of Florida. As used in this paragraph, the term “chickee” means an open-sided wooden hut that has a thatched roof of palm or palmetto or other traditional materials, and that does not incorporate any electrical, plumbing, or other non-wood features.

- (7) Family mausoleums not exceeding 250 square feet in area which are prefabricated and assembled on site or preassembled and delivered on site and have walls, roofs, and a floor constructed of granite, marble, or reinforced concrete.
  - (8) Temporary housing provided by the Department of Corrections to any prisoner in the state correctional system.
  - (9) Structures identified in Section 553.73(10)(k), F.S., are not exempt from the *Florida Building Code* if such structures are located in flood hazard areas established on Flood Insurance Rate Maps.
- (d) Application for a permit or approval.** To obtain a floodplain development permit or approval the applicant shall first file an application in writing on a form furnished by the community. The information provided shall:
- (1) Identify and describe the development to be covered by the permit or approval.
  - (2) Describe the land on which the proposed development is to be conducted by legal description, street address or similar description that will readily identify and definitively locate the site.
  - (3) Indicate the use and occupancy for which the proposed development is intended.
  - (4) Be accompanied by a site plan or construction documents as specified in Section 4-2.6 of this article.
  - (5) State the valuation of the proposed work.
  - (6) Be signed by the applicant or the applicant's authorized agent.
  - (7) Give such other data and information as required by the Floodplain Administrator.
- (e) Validity of permit or approval.** The issuance of a floodplain development permit or approval pursuant to this article shall not be construed to be a permit for, or approval of, any violation of this article, the *Florida Building Codes*, or any other ordinance of this community. The issuance of permits based on submitted applications, construction documents, and information shall not prevent the Floodplain Administrator from requiring the correction of errors and omissions.
- (f) Expiration.** A floodplain development permit or approval shall become invalid unless the work authorized by such permit is commenced within 180 days after its issuance, or if the work authorized is suspended or abandoned for a period of 180 days after the work commences. Extensions for periods of not more than 180 days each shall be requested in writing and justifiable cause shall be demonstrated.
- (g) Suspension or revocation.** The Floodplain Administrator is authorized to suspend or revoke a floodplain development permit or approval if the permit was issued in error, on the basis of incorrect, inaccurate or incomplete information, or in violation of this article or any other ordinance, regulation or requirement of this community.
- (h) Other permits.** Floodplain development permits and building permits shall include a disclaimer that all other applicable state or federal permits be obtained by the applicant before commencement of the permitted development. Such permits may include but not limited to the following:

- (1) The Northwest Florida Water Management District; Section 373.036, F.S.
- (2) Florida Department of Health for onsite sewage treatment and disposal systems; Section 381.0065, F.S. and Chapter 64E-6, F.A.C.
- (3) Florida Department of Environmental Protection for construction, reconstruction, changes, or physical activities for shore protection or other activities seaward of the coastal construction control line; Section 161.141, F.S.
- (4) Florida Department of Environmental Protection for activities subject to the Joint Coastal Permit; Section 161.055, F.S.
- (5) Florida Department of Environmental Protection for activities that affect wetlands and alter surface water flows, in conjunction with the U.S. Army Corps of Engineers; Section 404 of the Clean Water Act.
- (6) Federal permits and approvals.

#### **Sec 4-2.6 SITE PLANS AND CONSTRUCTION DOCUMENTS**

**(a) Information for development in flood hazard areas.** The site plan or construction documents for any development subject to the requirements of this article shall be drawn to scale and shall include, as applicable to the proposed development:

- (1) Delineation of flood hazard areas, floodway boundaries and flood zone(s), base flood elevation(s), and ground elevations if necessary for review of the proposed development.
- (2) Where base flood elevations, or floodway data are not included on the FIRM or in the Flood Insurance Study, they shall be established in accordance with Section 4-2.6(b)(2) or (3) of this article.
- (3) Where the parcel on which the proposed development will take place will have more than 50 lots or is larger than 5 acres and the base flood elevations are not included on the FIRM or in the Flood Insurance Study, such elevations shall be established in accordance with Section 4-2.6(b)(1) of this article.
- (4) Location of the proposed activity and proposed structures, and locations of current buildings and structures; in coastal high hazard areas, new buildings shall be located landward of the reach of mean high tide.
- (5) Location, extent, amount, and proposed final grades of any filling, grading, or excavation.
- (6) Where the placement of fill is proposed, the amount, type, and source of fill material; compaction specifications; a description of the intended purpose of the fill areas; and evidence that the proposed fill areas are the minimum necessary to achieve the intended purpose.
- (7) Delineation of the Coastal Construction Control Line or notation that the site is seaward of the coastal construction control line, if applicable.
- (8) Extent of any proposed alteration of sand dunes or mangrove stands provided such alteration is approved by the Florida Department of Environmental Protection.
- (9) Existing and proposed alignment of any proposed alteration of a watercourse.

The Floodplain Administrator is authorized to waive the submission of site plans, construction documents, and other data that are required by this article but that are not required to be prepared by a registered design professional if it is found that the nature of the proposed development is such that the review of such submissions is not necessary to ascertain compliance with this article.

**(b) Information in flood hazard areas without base flood elevations (approximate Zone A).**

Where flood hazard areas are delineated on the FIRM and base flood elevation data have not been provided, the Floodplain Administrator shall:

- (1) Require the applicant to include base flood elevation data prepared in accordance with currently accepted engineering practices.
- (2) Obtain, review, and provide to applicants base flood elevation and floodway data available from a federal or state agency or other source or require the applicant to obtain and use base flood elevation and floodway data available from a federal or state agency or other source.
- (3) Where base flood elevation data and floodway data are not available from another source, where the available data are deemed by the Floodplain Administrator to not reasonably reflect flooding conditions, or where the available data are known to be scientifically or technically incorrect or otherwise inadequate:
  - a. Require the applicant to include base flood elevation data prepared in accordance with currently accepted engineering practices; or
  - b. Specify that the base flood elevation is 3 feet above the highest adjacent grade at the location of the development, provided there is no evidence indicating flood depths have been or may be greater than two (2) feet.
- (4) Where the base flood elevation data are to be used to support a Letter of Map Change from FEMA, advise the applicant that the analyses shall be prepared by a Florida licensed engineer in a format required by FEMA, and that it shall be the responsibility of the applicant to satisfy the submittal requirements and pay the processing fees.

**(c) Additional analyses and certifications.** As applicable to the location and nature of the proposed development activity, and in addition to the requirements of this section, the applicant shall have the following analyses signed and sealed by a Florida licensed engineer for submission with the site plan and construction documents:

- (1) For development activities proposed to be located in a regulatory floodway, a floodway encroachment analysis that demonstrates that the encroachment of the proposed development will not cause any increase in base flood elevations; where the applicant proposes to undertake development activities that do increase base flood elevations, the applicant shall submit such analysis to FEMA as specified in Section 4-2.6(d) of this article and shall submit the Conditional Letter of Map Revision, if issued by FEMA, with the site plan and construction documents.
- (2) For development activities proposed to be located in a riverine flood hazard area for which base flood elevations are included in the Flood Insurance Study or on the FIRM and floodways have not been designated, a hydrological and hydraulic analysis that demonstrates that the cumulative effect of the proposed development, when combined with all other existing and anticipated flood hazard area encroachments, will not increase the base flood elevation more than one (1) foot at any point within the community. This requirement does not apply in isolated flood hazard areas not connected to a riverine flood hazard area or in flood hazard areas identified as Zone AO or Zone AH.
- (3) For alteration of a watercourse, an engineering analysis prepared in accordance with standard engineering practices which demonstrates that the flood-carrying capacity of the altered or relocated portion of the watercourse will not be decreased, and

certification that the altered watercourse shall be maintained in a manner which preserves the channel's flood-carrying capacity; the applicant shall submit the analysis to FEMA as specified in Section 4-2.6(d) of this article.

- (4) For activities that propose to alter sand dunes or mangrove stands in coastal high hazard areas (Zone V), an engineering analysis that demonstrates that the proposed alteration will not increase the potential for flood damage.

**(d) Submission of additional data.** When additional hydrologic, hydraulic or other engineering data, studies, and additional analyses are submitted to support an application, the applicant has the right to seek a Letter of Map Change from FEMA to change the base flood elevations, change floodway boundaries, or change boundaries of flood hazard areas shown on FIRMs, and to submit such data to FEMA for such purposes. The analyses shall be prepared by a Florida licensed engineer in a format required by FEMA. Submittal requirements and processing fees shall be the responsibility of the applicant.

#### **Sec 4-2.7 INSPECTIONS**

**(a) General.** Development for which a floodplain development permit or approval is required shall be subject to inspection.

**(b) Development other than buildings and structures.** The Floodplain Administrator shall inspect all development to determine compliance with the requirements of this article and the conditions of issued floodplain development permits or approvals.

**(c) Buildings, structures and facilities exempt from the *Florida Building Code*.** The Floodplain Administrator shall inspect buildings, structures and facilities exempt from the *Florida Building Code* to determine compliance with the requirements of this article and the conditions of issued floodplain development permits or approvals.

**(d) Buildings, structures and facilities exempt from the *Florida Building Code*, lowest floor inspection.** Upon placement of the lowest floor, including basement, and prior to further vertical construction, the owner of a building, structure or facility exempt from the *Florida Building Code*, or the owner's authorized agent, shall submit to the Floodplain Administrator:

- (1) If a design flood elevation was used to determine the required elevation of the lowest floor, the certification of elevation of the lowest floor prepared and sealed by a Florida licensed professional surveyor; or
- (2) If the elevation used to determine the required elevation of the lowest floor was determined in accordance with Section 4-2.6(b)(3)(b) of this article, the documentation of height of the lowest floor above highest adjacent grade, prepared by the owner or the owner's authorized agent.

**(e) Buildings, structures and facilities exempt from the *Florida Building Code*, final inspection.** As part of the final inspection, the owner or owner's authorized agent shall submit to the Floodplain Administrator a final certification of elevation of the lowest floor or final documentation of the height of the lowest floor above the highest adjacent grade; such certifications and documentations shall be prepared as specified in Section 4-2.7(d) of this article.

**(f) Manufactured homes.** The **Building Official** shall inspect manufactured homes that are



installed or replaced in flood hazard areas to determine compliance with the requirements of this article and the conditions of the issued permit. Upon placement of a manufactured home, certification of the elevation of the lowest floor shall be submitted to the **Building Official**.

#### **Sec 4-2.8 VARIANCES AND APPEALS**

- (a) General.** The **Escambia County Board of Adjustments (BOA)** shall hear and decide on requests for appeals and requests for variances from the strict application of this article. Pursuant to Section 553.73(5), F.S., the **BOA** shall hear and decide on requests for appeals and requests for variances from the strict application of the flood resistant construction requirements of the *Florida Building Code*. This section does not apply to Section 3109 of the *Florida Building Code, Building*.
- (b) Appeals.** The **BOA** shall hear and decide appeals when it is alleged there is an error in any requirement, decision, or determination made by the Floodplain Administrator in the administration and enforcement of this article. Any person aggrieved by the decision of **BOA** may appeal such decision to the Circuit Court, as provided by Florida Statutes.
- (c) Limitations on authority to grant variances.** The BOA shall base its decisions on variances on technical justifications submitted by applicants, the considerations for issuance in Section 4-2.8(g) of this article, the conditions of issuance set forth in Section 4-2.8(h) of this article, and the comments and recommendations of the Floodplain Administrator and the Building Official. The BOA has the right to attach such conditions as it deems necessary to further the purposes and objectives of this article.
- (d) Restrictions in floodways.** A variance shall not be issued for any proposed development in a floodway if any increase in base flood elevations would result, as evidenced by the applicable analyses and certifications required in Section 4-2.6(c) of this article.
- (e) Historic buildings.** A variance is authorized to be issued for the repair, improvement, or rehabilitation of a historic building that is determined eligible for the exception to the flood resistant construction requirements of the *Florida Building Code, Existing Building*, Chapter 11 Historic Buildings, upon a determination that the proposed repair, improvement, or rehabilitation will not preclude the building's continued designation as a historic building and the variance is the minimum necessary to preserve the historic character and design of the building. If the proposed work precludes the building's continued designation as a historic building, a variance shall not be granted and the building and any repair, improvement, and rehabilitation shall be subject to the requirements of the *Florida Building Code*.
- (f) Functionally dependent uses.** A variance is authorized to be issued for the construction or substantial improvement necessary for the conduct of a functionally dependent use, as defined in this article, provided the variance meets the requirements of Section 4-2.8(d), is the minimum necessary considering the flood hazard, and all due consideration has been given to use of methods and materials that minimize flood damage during occurrence of the base flood.
- (g) Considerations for issuance of variances.** In reviewing requests for variances, the **BOA** shall consider all technical evaluations, all relevant factors, all other applicable provisions of the *Florida Building Code*, this article, and the following:

  - (1)** The danger that materials and debris may be swept onto other lands resulting in further injury or damage;

- (2) The danger to life and property due to flooding or erosion damage;
- (3) The susceptibility of the proposed development, including contents, to flood damage and the effect of such damage on current and future owners;
- (4) The importance of the services provided by the proposed development to the community;
- (5) The availability of alternate locations for the proposed development that is subject to lower risk of flooding or erosion;
- (6) The compatibility of the proposed development with existing and anticipated development;
- (7) The relationship of the proposed development to the comprehensive plan and floodplain management program for the area;
- (8) The safety of access to the property in times of flooding for ordinary and emergency vehicles;
- (9) The expected heights, velocity, duration, rate of rise and debris and sediment transport of the floodwaters and the effects of wave action, if applicable, expected at the site; and
- (10) The costs of providing governmental services during and after flood conditions including maintenance and repair of public utilities and facilities such as sewer, gas, electrical and water systems, streets and bridges.

**(h) Conditions for issuance of variances.**

Variances shall be issued only upon:

- (1) Submission by the applicant, of a showing of good and sufficient cause that the unique characteristics of the size, configuration, or topography of the site limit compliance with any provision of this article or the required elevation standards;
- (2) Determination by the BOA that:
  - a. Failure to grant the variance would result in exceptional hardship due to the physical characteristics of the land that render the lot undevelopable; increased costs to satisfy the requirements or inconvenience do not constitute hardship;
  - b. The granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, nor create nuisances, cause fraud on or victimization of the public or conflict with existing local laws and article; and
  - c. The variance is the minimum necessary, considering the flood hazard, to afford relief;
  - d. Receipt of a signed statement by the applicant that the variance, if granted, shall be recorded in the Office of the Clerk of the Court in such a manner that it appears in the chain of title of the affected parcel of land; and
  - e. If the request is for a variance to allow construction of the lowest floor of a new building, or substantial improvement of a building, below the required elevation, a copy in the record of a written notice from the Floodplain Administrator to the applicant for the variance, specifying the difference between the base flood elevation and the proposed elevation of the lowest floor, stating that the cost of federal flood insurance will be commensurate with the increased risk resulting from the reduced floor elevation and stating that construction below the base flood elevation increases risks to life and property.

**Sec 4-2.9 VIOLATIONS**

**(a) Violations.** Any development that is not within the scope of the *Florida Building Code* but

that is regulated by this article that is performed without an issued permit, that is in conflict with an issued permit, or that does not fully comply with this article, shall be deemed a violation of this article. A building or structure without the documentation of elevation of the lowest floor, other required design certifications, or other evidence of compliance required by this article or the *Florida Building Code* is presumed to be a violation until such time as that documentation is provided.

- (b) Authority.** For development that is not within the scope of the *Florida Building Code* but that is regulated by this article and that is determined to be a violation, the Floodplain Administrator is authorized to serve notices of violation or stop work orders to owners of the property involved, to the owner's agent, or to the person or persons performing the work.
- (c) Unlawful continuance.** Any person who shall continue any work after having been served with a notice of violation or a stop work order, except such work as that person is directed to perform to remove or remedy a violation or unsafe condition, shall be subject to penalties as prescribed by law.

#### **Sec 4-2.10 DEFINITIONS**

- (a) General.** Unless otherwise expressly stated, the following words and terms shall, for the purposes of this article, have the meanings shown in this section.
- (b) Terms defined in the *Florida Building Code*.** Where terms are not defined in this article and are defined in the *Florida Building Code*, such terms shall have the meanings ascribed to them in that code.
- (c) Terms not defined.** Where terms are not defined in this article or in the *Florida Building Code*, such terms shall have ordinarily accepted meanings such as the context implies.

**Alteration of a watercourse.** A dam, impoundment, channel relocation, change in channel alignment, channelization, or change in cross-sectional area of the channel or the channel capacity, or any other form of modification which may alter, impede, retard or change the direction and/or velocity of the riverine flow of water during conditions of the base flood.

**Appeal.** A request for a review of the Floodplain Administrator's interpretation of any provision of this article.

**ASCE 24.** A standard titled *Flood Resistant Design and Construction* that is referenced by the *Florida Building Code*. ASCE 24 is developed and published by the American Society of Civil Engineers, Reston, VA.

**Base flood.** A flood having a 1-percent chance of being equaled or exceeded in any given year. The base flood is commonly referred to as the "100-year flood" or the "1-percent-annual chance flood."

**Base flood elevation.** The elevation of the base flood, including wave height, relative to the National Geodetic Vertical Datum (NGVD), North American Vertical Datum (NAVD) or other datum specified on the Flood Insurance Rate Map (FIRM)

**Basement.** The portion of a building having its floor sub-grade (below ground level) on all sides.

**Coastal construction control line.** The line established by the State of Florida pursuant to Section 161.053, F.S., and recorded in the official records of the community, which defines that portion of the beach-dune system subject to severe fluctuations based on a 100-year storm surge, storm waves or other predictable weather conditions.

**Coastal high hazard area.** A special flood hazard area extending from offshore to the inland limit of a primary frontal dune, along an open coast and any other area subject to high velocity wave action from storms or seismic sources. Coastal high hazard areas are also referred to as “high hazard areas subject to high velocity wave action” or “V Zones” and are designated on Flood Insurance Rate Maps (FIRM) as Zone V1-V30, VE, or V.

**Datum.** A reference surface used to ensure that all elevation records are properly related. The current national datum is the National Geodetic Vertical Datum (NGVD) of 1929, which is expressed in relation to mean sea level, or the North American Vertical Datum (NAVD) of 1988.

**Design flood.** The flood associated with the greater of the following two areas:

1. Area with a floodplain subject to a 1-percent or greater chance of flooding in any year.
2. Area designated as a flood hazard area on the community’s flood hazard map, or otherwise legally designated.

**Design flood elevation.** The elevation of the “design flood,” including wave height, relative to the datum specified on the community’s legally designated flood hazard map. In areas designated as Zone AO, the design flood elevation shall be the elevation of the highest existing grade of the building’s perimeter plus the depth number (in feet) specified on the flood hazard map.

**Development.** Any man-made change to improved or unimproved real estate, including but not limited to, buildings or other structures, tanks, temporary structures, temporary or permanent storage of equipment or materials, mining, dredging, filling, grading, paving, excavations, drilling operations or any other land disturbing activities.

**Encroachment.** The placement of fill, excavation, buildings, permanent structures or other development into a flood hazard area which may impede or alter the flow capacity of riverine flood hazard areas.

**Elevated building.** A non-basement building built to have the lowest floor elevated above the ground level by foundation walls, posts, piers, columns, pilings, or shear walls.

**Existing building and existing structure.** Any buildings and structures for which the “start of construction” commenced before September 30, 1977.

**Existing manufactured home park or subdivision.** A manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) was completed before September 30, 1977.

**Expansion to an existing manufactured home park or subdivision.** The preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and

either final site grading or the pouring of concrete pads).

**Federal Emergency Management Agency (FEMA).** The federal agency that, in addition to carrying out other functions, administers the National Flood Insurance Program.

**Flood or flooding.** A general and temporary condition of partial or complete inundation of normally dry land from the overflow of inland or tidal waters or the unusual and rapid accumulation or runoff of surface waters from any source.

**Flood damage-resistant materials.** Any construction material capable of withstanding direct and prolonged contact with floodwaters without sustaining any damage that requires more than cosmetic repair.

**Flood hazard area.** The greater of the following two areas:

1. The area within a floodplain subject to a 1-percent or greater chance of flooding in any year.
2. The area designated as a flood hazard area on the community's flood hazard map, or otherwise legally designated.

**Flood Insurance Rate Map (FIRM).** The official map of the community on which the Federal Emergency Management Agency has delineated both special flood hazard areas and the risk premium zones applicable to the community.

**Flood Insurance Study (FIS).** The official report provided by the Federal Emergency Management Agency that contains the Flood Insurance Rate Map, the Flood Boundary and Floodway Map (if applicable), the water surface elevations of the base flood, and supporting technical data.

**Floodplain Administrator.** The office or position designated and charged with the administration and enforcement of this article (may be referred to as the Floodplain Manager).

**Floodplain development permit or approval.** An official document or certificate issued by the community, or other evidence of approval or concurrence, which authorizes performance of specific development activities that are located in flood hazard areas and that are determined to be compliant with this article.

**Floodplain management regulations.** This article and other zoning articles, subdivision regulations, building codes, health regulations, special purpose ordinances (such as floodplain ordinance, grading ordinance, and erosion control ordinance), and other applications of police power which control development in floodprone areas. The term describes federal, State of Florida, or local regulations in any combination thereof, which provide standards for preventing and reducing flood loss and damage.

**Floodproofing.** A combination of design modifications which results in a building or structure, including the attendant utility and sanitary facilities, being water tight with walls substantially impermeable to the passage of water and with structural components having the capacity to resist loads as identified in the *Florida Building Code*.

**Floodway.** The channel of a river or other riverine watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the

water surface elevation more than one (1) foot.

**Floodway encroachment analysis.** An engineering analysis of the impact that a proposed encroachment into a floodway is expected to have on the floodway boundaries and base flood elevations; the evaluation shall be prepared by a qualified Florida licensed engineer using standard engineering methods and models.

**Florida Building Code.** The family of codes adopted by the Florida Building Commission, including: *Florida Building Code, Building*; *Florida Building Code, Residential*; *Florida Building Code, Existing Building*; *Florida Building Code, Mechanical*; *Florida Building Code, Plumbing*; *Florida Building Code, Fuel Gas*.

**Freeboard.** The additional height, usually expressed as a factor of safety in feet, above a flood level for purposes of floodplain management.

**Functionally dependent use.** A use which cannot perform its intended purpose unless it is located or carried out in close proximity to water, including only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities; the term does not include long-term storage or related manufacturing facilities.

**Hardship/unique hardship.** A hardship results if due to circumstances involving the parcel's size, location, configuration or geotechnical condition, the strict application of this article:

- A. Renders the parcel unusable; or
- B. Denies the owner of the same development rights commonly enjoyed by similarly situated property owners who are in compliance with the ordinance.

A hardship may not result through the fault of the owner, e.g. such as by building without a permit.

**Highest adjacent grade.** The highest natural elevation of the ground surface prior to construction next to the proposed walls or foundation of a structure.

**Historic structure.** Any structure that is determined eligible for the exception to the flood hazard area requirements of the *Florida Building Code, Existing Building*, Chapter 11 Historic Buildings.

**Letter of Map Change (LOMC).** An official determination issued by FEMA that amends or revises an effective Flood Insurance Rate Map or Flood Insurance Study. Letters of Map Change include:

Letter of Map Amendment (LOMA): An amendment based on technical data showing that a property was incorrectly included in a designated special flood hazard area. A LOMA amends the current effective Flood Insurance Rate Map and establishes that a specific property, portion of a property, or structure is not located in a special flood hazard area.

Letter of Map Revision (LOMR): A revision based on technical data that may show changes to flood zones, flood elevations, special flood hazard area boundaries and floodway delineations, and other planimetric features.

Letter of Map Revision Based on Fill (LOMR-F): A determination that a structure or parcel of land has been elevated by fill above the base flood elevation and is, therefore, no longer located within the special flood hazard area. In order to qualify for this

determination, the fill must have been permitted and placed in accordance with the community's floodplain management regulations.

**Conditional Letter of Map Revision (CLOMR):** A formal review and comment as to whether a proposed flood protection project or other project complies with the minimum NFIP requirements for such projects with respect to delineation of special flood hazard areas. A CLOMR does not revise the effective Flood Insurance Rate Map or Flood Insurance Study; upon submission and approval of certified as-built documentation, a Letter of Map Revision may be issued by FEMA to revise the effective FIRM.

**Light-duty truck.** As defined in 40 C.F.R. 86.082-2, any motor vehicle rated at 8,500 pounds Gross Vehicular Weight Rating or less which has a vehicular curb weight of 6,000 pounds or less and which has a basic vehicle frontal area of 45 square feet or less, which is:

1. Designed primarily for purposes of transportation of property or is a derivation of such a vehicle, or
2. Designed primarily for transportation of persons and has a capacity of more than 12 persons; or
3. Available with special features enabling off-street or off-highway operation and use.

**Lowest floor.** The lowest floor of the lowest enclosed area of a building or structure, including basement, but excluding any unfinished or flood-resistant enclosure, other than a basement, usable solely for vehicle parking, building access or limited storage provided that such enclosure is not built so as to render the structure in violation of the non-elevation requirement of the *Florida Building Code* or ASCE 24

**Manufactured home.** A structure, transportable in one or more sections, which is eight (8) feet or more in width and greater than four hundred (400) square feet, and which is built on a permanent, integral chassis and is designed for use with or without a permanent foundation when attached to the required utilities. The term "manufactured home" does not include a "recreational vehicle" or "park trailer."

**Manufactured home park or subdivision.** A parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

**Market value.** The price at which a property will change hands between a willing buyer and a willing seller, neither party being under compulsion to buy or sell and both having reasonable knowledge of relevant facts. As used in this article, the term refers to the market value of buildings and structures, excluding the land and other improvements on the parcel. Market value may be established by a qualified independent appraiser, Actual Cash Value (replacement cost depreciated for age and quality of construction), or tax assessment value adjusted to approximate market value by a factor provided by the Property Appraiser.

**New construction.** For the purposes of administration of this article and the flood resistant construction requirements of the *Florida Building Code*, structures for which the "start of construction" commenced on or after September 30, 1977 and includes any subsequent improvements to such structures.

**New manufactured home park or subdivision.** A manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after September 30,

1977.

**North American Vertical Datum (NAVD) of 1988.** A vertical control used as a reference for establishing varying elevations within the floodplain.

**Park trailer.** A transportable unit which has a body width not exceeding fourteen (14) feet and which is built on a single chassis and is designed to provide seasonal or temporary living quarters when connected to utilities necessary for operation of installed fixtures and appliances. [Defined in section 320.01, F. S.]

**Recreational vehicle.** A vehicle, including a park trailer, which is: [Defined in Section 320.01, F.S.)

1. Built on a single chassis;
2. Four hundred (400) square feet or less when measured at the largest horizontal projection;
3. Designed to be self-propelled or permanently towable by a light-duty truck; and
4. Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

**Regulatory floodway.** The channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one foot.

**Riverine.** Relating to, formed by, or resembling a river (including tributaries), stream, brook, etc.

**Sand dunes.** Naturally occurring accumulations of sand in ridges or mounds landward of the beach.

**Special flood hazard area.** An area in the floodplain subject to a 1 percent or greater chance of flooding in any given year. Special flood hazard areas are shown on FIRMs as Zone A, AO, A1-A30, AE, A99, AH, V1-V30, VE or V

**Start of construction.** The date of issuance for new construction and substantial improvements to existing structures, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement is within 180 days of the date of the issuance. The actual start of construction means either the first placement of permanent construction of a building (including a manufactured home) on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns.

Permanent construction does not include land preparation (such as clearing, grading, or filling), the installation of streets or walkways, excavation for a basement, footings, piers, or foundations, the erection of temporary forms or the installation of accessory buildings such as garages or sheds not occupied as dwelling units or not part of the main buildings. For a substantial improvement, the actual "start of construction" means the first alteration of any wall, ceiling, floor or other structural part of a building, whether or not that alteration affects the external dimensions of the building

**Substantial damage.** Damage of any origin sustained by a building or structure whereby the cost of restoring the building or structure to its before-damaged condition would equal or exceed



50 percent of the market value of the building or structure before the damage occurred

**Substantial improvement.** Any repair, reconstruction, rehabilitation, addition, or other improvement of a building or structure, the cost of which equals or exceeds 50 percent of the market value of the building or structure before the improvement or repair is started. If the structure has incurred "substantial damage," any repairs are considered substantial improvement regardless of the actual repair work performed. The term does not, however, include either

1. Any project for improvement of a building required to correct existing health, sanitary, or safety code violations identified by the building official and that are the minimum necessary to assure safe living conditions.
2. Any alteration of a historic structure provided the alteration will not preclude the structure's continued designation as a historic structure.

**Variance.** A grant of relief from the requirements of this article, or the flood resistant construction requirements of the *Florida Building Code*, which permits construction in a manner that would not otherwise be permitted by this article or the *Florida Building Code*. A quasi-judicial remedy for hardship administered by the Board of Adjustment in accordance with the procedures contained in this article. See Section 4-2.8.

**Watercourse.** A river, creek, stream, channel or other topographic feature in, on, through, or over which water flows at least periodically.

**Water surface elevation.** The height, in relation to the North American Vertical Datum (NAVD) of 1988, of floods of various magnitudes and frequencies in the floodplains of coastal or riverine areas.

#### **Sec 4-2.11 FLOOD RESISTANT DEVELOPMENT**

**(a) Buildings and Structures.** Pursuant to Section 4-2.5(c) of this article, buildings, structures and facilities that are exempt from the *Florida Building Code*, including substantial improvement or repair of substantial damage of such buildings, structures and facilities, shall be designed and constructed in accordance with the flood load and flood resistant construction requirements of ASCE 24. Structures exempt from the *Florida Building Code* that are not walled and roofed buildings shall comply with the requirements of Section 4-2.17 of this article.

**(b) Buildings and structures seaward of the coastal construction control line.** If extending, in whole or in part, seaward of the coastal construction control line and also located, in whole or in part, in a flood hazard area:

- (1)** Buildings and structures shall be designed and constructed to comply with the more restrictive applicable requirements of the *Florida Building Code*, *Building* Section 3109 and Section 1612 or *Florida Building Code*, *Residential* Section R322.
- (2)** Minor structures and non-habitable major structures as defined in Section 161.54, F.S., shall be designed and constructed to comply with the intent and applicable provisions of this article and ASCE 24.

#### **Sec 4-2.12 SUBDIVISIONS**

**(a) Minimum requirements.** Subdivision proposals, including proposals for manufactured home parks and subdivisions, shall be reviewed to determine that:

- (1) Such proposals are consistent with the need to minimize flood damage and will be reasonably safe from flooding;
  - (2) All public utilities and facilities such as sewer, gas, electric, communications, and water systems are located and constructed to minimize or eliminate flood damage; and
  - (3) Adequate drainage is provided to reduce exposure to flood hazards: in Zones AH and AO, adequate drainage paths shall be provided to guide floodwaters around and away from proposed structures.
- (b) Subdivision plats.** Where any portion of proposed subdivisions, including manufactured home parks and subdivisions, lies within a flood hazard area, the following shall be required:
- (1) Delineation of flood hazard areas, floodway boundaries and flood zones, and design flood elevations, as appropriate, shall be shown on preliminary plats and final plats;
  - (2) Where the subdivision has more than 50 lots or is larger than 5 acres and base flood elevations are not included on the FIRM, the base flood elevations determined in accordance with Section 4-2.6(b)(1) of this article; and
  - (3) Compliance with the site improvement and utility requirements of Section 4-2.13 of this article.

#### **Sec 4-2.13 SITE IMPROVEMENTS, UTILITIES AND LIMITATIONS**

- (a) Minimum requirements.** All proposed new development shall be reviewed to determine that:
- (1) Such proposals are consistent with the need to minimize flood damage and will be reasonably safe from flooding;
  - (2) All public utilities and facilities such as sewer, gas, electric, communications, and water systems are located and constructed to minimize or eliminate flood damage; and
  - (3) Adequate drainage is provided to reduce exposure to flood hazards; in Zones AH and AO, adequate drainage paths shall be provided to guide floodwaters around and away from proposed structures
- (b) Sanitary sewage facilities.** All new and replacement sanitary sewage facilities, private sewage treatment plants (including all pumping stations and collector systems), and on-site waste disposal systems shall be designed in accordance with the standards for onsite sewage treatment and disposal systems in Chapter 64E-6, F.A.C. and ASCE 24 Chapter 7 to minimize or eliminate infiltration of floodwaters into the facilities and discharge from the facilities into flood waters, and impairment of the facilities and systems.
- (c) Water supply facilities.** All new and replacement water supply facilities shall be designed in accordance with the water well construction standards in Chapter 62-532.500, F.A.C. and ASCE 24 Chapter 7 to minimize or eliminate infiltration of floodwaters into the systems.
- (d) Limitations on sites in regulatory floodways.** No development, including but not limited to site improvements, and land disturbing activity involving fill or regrading, shall be authorized in the regulatory floodway unless the floodway encroachment analysis required in Section 4-2.6(c)(1) of this article demonstrates that the proposed development or land disturbing activity will not result in any increase in the base flood elevation.
- (e) Limitations on placement of fill.** Subject to the limitations of this article, fill shall be designed to be stable under conditions of flooding including rapid rise and rapid drawdown of floodwaters, prolonged inundation, and protection against flood-related erosion and scour.

In addition to these requirements, if intended to support buildings and structures (Zone A only), fill shall comply with the requirements of the *Florida Building Code*.

- (f) Limitations on sites in coastal high hazard areas (Zone V).** In coastal high hazard areas, alteration of sand dunes and mangrove stands shall be permitted only if such alteration is approved by the Florida Department of Environmental Protection and only if the engineering analysis required by Section 4-2.6(c)(4) of this article demonstrates that the proposed alteration will not increase the potential for flood damage. Construction or restoration of dunes under or around elevated buildings and structures shall comply with Section 4-2.18(h)(3) of this article.

#### **Sec 4-2.14 MANUFACTURED HOMES**

- (a) General.** All manufactured homes installed in flood hazard areas shall be installed by an installer that is licensed pursuant to Section 320.8249, F.S, and shall comply with the requirements of Chapter 15C-1, F.A.C. and the requirements of this article. If located seaward of the Coastal Construction Control Line, all manufactured homes shall comply with the more restrictive of the applicable requirements.
- (b) Foundations.** All new manufactured homes and replacement manufactured homes installed in flood hazard areas shall be installed on permanent, reinforced foundations that:
- (1)** In flood hazard areas (Zone A) other than coastal high hazard areas, are designed in accordance with the foundation requirements of the *Florida Building Code, Residential* Section R322.2 and this ordinance.
  - (2)** In coastal high hazard areas (Zone V), are designed in accordance with the foundation requirements of the *Florida Building Code, Residential* Section R322.3 and this ordinance.
- (c) Anchoring.** All new manufactured homes and replacement manufactured homes shall be installed using methods and practices which minimize flood damage and shall be securely anchored to an adequately anchored foundation system to resist flotation, collapse or lateral movement. Methods of anchoring include, but are not limited to, use of over-the-top or frame ties to ground anchors. This anchoring requirement is in addition to applicable state and local anchoring requirements for wind resistance.
- (d) Elevation.** Manufactured homes that are placed, replaced, or substantially improved shall comply with Section 4-2.146(e) or (f) of this article, as applicable.
- (e) General elevation requirement.** Unless subject to the requirements of Section 4-2.14(f) of this article, all manufactured homes that are placed, replaced, or substantially improved on sites located:
- (1)** outside of a manufactured home park or subdivision;
  - (2)** in a new manufactured home park or subdivision;
  - (3)** in an expansion to an existing manufactured home park or subdivision; or
  - (4)** in an existing manufactured home park or subdivision upon which a manufactured home has incurred "substantial damage" as the result of a flood, shall be elevated such that the bottom of the frame is at or above the elevation required, as applicable to the flood hazard area, in the *Florida Building Code, Residential* Section R322.2 (Zone A) or Section R322.3 (Zone V).
- (f) Elevation requirement for certain existing manufactured home parks and subdivisions.** Manufactured homes that are not subject to Section 4-2.14(e) of this article, including manufactured homes that are placed, replaced, or substantially improved on sites located in

an existing manufactured home park or subdivision, unless on a site where substantial damage as result of flooding has occurred, shall be elevated such that either the:

- (1) Bottom of the frame of the manufactured home is at or above the elevation required, as applicable to the flood hazard area, in the *Florida Building Code, Residential* Section R322.2 (Zone A) or Section R322.3 (Zone V); or
- (2) Bottom of the frame is supported by reinforced piers or other foundation elements of at least equivalent strength that are not less than 60 inches in height above grade.

**(g) Enclosures.** Enclosed areas below elevated manufactured homes shall comply with the requirements of the *Florida Building Code, Residential* Section R322 for such enclosed areas, as applicable to the flood hazard area.

**(h) Utility equipment.** Utility equipment that serves manufactured homes, including electric, heating, ventilation, plumbing, and air conditioning equipment and other service facilities, shall comply with the requirements of the *Florida Building Code, Residential* Section R322, as applicable to the flood hazard area.

#### **Sec 4-2.15 RECREATIONAL VEHICLES AND PARK TRAILERS**

**(a) Temporary placement.** Recreational vehicles and park trailers placed temporarily in flood hazard areas (no longer than 14 days) shall be fully licensed and ready for highway use, which means the recreational vehicle or park model is on wheels or jacking system, is attached to the site only by quick-disconnect type utilities and security devices, and has no permanent attachments such as additions, rooms, stairs, decks and porches.

**(b) Permanent placement.** Recreational vehicles and park trailers that do not meet the limitations in Section 4-2.15(a) of this article for temporary placement shall meet the requirements of Section 4-2.14 of this article for manufactured homes.

#### **Sec 4-2.16 TANKS**

**(a) Underground tanks.** Underground tanks in flood hazard areas shall be anchored to prevent flotation, collapse or lateral movement resulting from hydrodynamic and hydrostatic loads during conditions of the design flood, including the effects of buoyancy assuming the tank is empty.

**(b) Above-ground tanks, not elevated.** Above-ground tanks that do not meet the elevation requirements of Section 4-2.16(c) of this article shall:

- (1) Be permitted in flood hazard areas (Zone A) other than coastal high hazard areas, provided the tanks are anchored or otherwise designed and constructed to prevent flotation, collapse or lateral movement resulting from hydrodynamic and hydrostatic loads during conditions of the design flood, including the effects of buoyancy assuming the tank is empty and the effects of flood-borne debris.

- (2) Not be permitted in coastal high hazard areas (Zone V).

**(c) Above-ground tanks, elevated.** Above-ground tanks in flood hazard areas shall be attached to and elevated to or above the design flood elevation on a supporting structure that is designed to prevent flotation, collapse or lateral movement during conditions of the design flood. Tank-supporting structures shall meet the foundation requirements of the applicable flood hazard area.

**(d) Tank inlets and vents.** Tank inlets, fill openings, outlets and vents shall be:

- (1) At or above the design flood elevation or fitted with covers designed to prevent the

inflow of floodwater or outflow of the contents of the tanks during conditions of the design flood; and

- (2) Anchored to prevent lateral movement resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy, during conditions of the design flood.

#### **Sec 4-2.17 OTHER DEVELOPMENT**

- (a) **General requirements for other development.** All development, including man-made changes to improved or unimproved real estate for which specific provisions are not specified in this article or the *Florida Building Code*, shall:
  - (1) Be located and constructed to minimize flood damage;
  - (2) Meet the limitations of Section 4-2.13(d) of this article if located in a regulated floodway;
  - (3) Be anchored to prevent flotation, collapse or lateral movement resulting from hydrostatic loads, including the effects of buoyancy, during conditions of the design flood;
  - (4) Be constructed of flood damage-resistant materials; and
  - (5) Have mechanical, plumbing, and electrical systems above the design flood elevation, except that minimum electric service required addressing life safety and electric code requirements is permitted below the design flood elevation provided it conforms to the provisions of the electrical part of building code for wet locations.
- (b) **Fences in regulated floodways.** Fences in regulated floodways that have the potential to block the passage of floodwaters, such as stockade fences and wire mesh fences, shall meet the limitations of Section 4-2.13(d) of this article.
- (c) **Retaining walls, sidewalks and driveways in regulated floodways.** Retaining walls and sidewalks and driveways that involve the placement of fill in regulated floodways shall meet the limitations of Section 4-2.13(d) of this article.
- (d) **Roads and watercourse crossings in regulated floodways.** Roads and watercourse crossings, including roads, bridges, culverts, low-water crossings and similar means for vehicles or pedestrians to travel from one side of a watercourse to the other side, that encroach into regulated floodways shall meet the limitations of Section 4-2.13(d) of this article. Alteration of a watercourse that is part of a road or watercourse crossing shall meet the requirements of Section 4-2.6(c)(3) of this article.
- (e) **Concrete slabs used as parking pads, enclosure floors, landings, decks, walkways, patios and similar nonstructural uses in coastal high hazard areas (Zone V).** In coastal high hazard areas, concrete slabs used as parking pads, enclosure floors, landings, decks, walkways, patios and similar nonstructural uses are permitted beneath or adjacent to buildings and structures provided the concrete slabs are designed and constructed to be:
  - (1) Structurally independent of the foundation system of the building or structure;
  - (2) Frangible and not reinforced, so as to minimize debris during flooding that is capable of causing significant damage to any structure; and
  - (3) Have a maximum slab thickness of not more than four (4) inches.
- (f) **Decks and patios in coastal high hazard areas (Zone V).** In addition to the requirements of the *Florida Building Code*, in coastal high hazard areas decks and patios shall be located, designed, and constructed in compliance with the following:

- (1) A deck that is structurally attached to a building or structure shall have the bottom of the lowest horizontal structural member at or above the design flood elevation and any supporting members that extend below the design flood elevation shall comply with the foundation requirements that apply to the building or structure, which shall be designed to accommodate any increased loads resulting from the attached deck.
  - (2) A deck or patio that is located below the design flood elevation shall be structurally independent from buildings or structures and their foundation systems, and shall be designed and constructed either to remain intact and in place during design flood conditions or to break apart into small pieces to minimize debris during flooding that is capable of causing structural damage to the building or structure or to adjacent buildings and structures.
  - (3) A deck or patio that has a vertical thickness of more than twelve (12) inches or that is constructed with more than the minimum amount of fill necessary for site drainage shall not be approved unless an analysis prepared by a qualified registered design professional demonstrates no harmful diversion of floodwaters or wave run-up and wave reflection that would increase damage to the building or structure or to adjacent buildings and structures.
  - (4) A deck or patio that has a vertical thickness of twelve (12) inches or less and that is at natural grade or on nonstructural fill material that is similar to and compatible with local soils and is the minimum amount necessary for site drainage may be approved without requiring analysis of the impact on diversion of floodwaters or wave run-up and wave reflection.
- (g) Other development in coastal high hazard areas (Zone V).** In coastal high hazard areas, development activities other than buildings and structures shall be permitted only if also authorized by the appropriate federal, state or local authority; if located outside the footprint of, and not structurally attached to, buildings and structures; and if analyses prepared by qualified registered design professionals demonstrate no harmful diversion of floodwaters or wave run-up and wave reflection that would increase damage to adjacent buildings and structures. Such other development activities include but are not limited to:
- (1) Bulkheads, seawalls, retaining walls, revetments, and similar erosion control structures;
  - (2) Solid fences and privacy walls, and fences prone to trapping debris, unless designed and constructed to fail under flood conditions less than the design flood or otherwise function to avoid obstruction of floodwaters; and
  - (3) On-site sewage treatment and disposal systems defined in 64E-6.002, F.A.C., as filled systems or mound systems.
  - (4) A pool adjacent to an elevated V zone building may be constructed at grade or elevated so that the lowest horizontal structural member supporting the pool is at or above BFE. A Florida registered design professional must certify that such structure will not be subject to breaking up or floating out of the ground and affecting the pilings and columns of the supporting system of the surrounding buildings. The certified professional must also verify that the pool and accessory equipment will not divert waves an increase potential damage to any nearby buildings. All pool equipment must be strapped down or elevated above BFE to prevent flotation.
- (h) Nonstructural fill in coastal high hazard areas (Zone V).** In coastal high hazard areas:
- (1) Minor grading and the placement of minor quantities of nonstructural fill shall be permitted for landscaping and for drainage purposes under and around buildings.
  - (2) Nonstructural fill with finished slopes that are steeper than one unit vertical to five units

horizontal shall be permitted only if an analysis prepared by a qualified registered design professional demonstrates no harmful diversion of floodwaters or wave run-up and wave reflection that would increase damage to adjacent buildings and structures.

- (3)** Where authorized by the Florida Department of Environmental Protection or applicable local approval, sand dune construction and restoration of sand dunes under or around elevated buildings are permitted without additional engineering analysis or certification of the diversion of floodwater or wave run-up and wave reflection if the scale and location of the dune work is consistent with local beach-dune morphology and the vertical clearance is maintained between the top of the sand dune and the lowest horizontal structural member of the building.



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

**AI-9617**

**Growth Management Report 13. 2.**

**BCC Regular Meeting**

**Public Hearing**

**Meeting Date:** 01/21/2016

**Issue:** 5:46 p.m.- A Public Hearing - Florida Building Code

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

**Organization:** Building Services

**CAO Approval:**

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#### **RECOMMENDATION:**

5:46 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending the Florida Building Code and Chapter 14, Art. IV, Sections 14-171 through 14-174 and Building Regulations

That the Board review and recommend to the Board of County Commissioners for adoption, an Ordinance amending the Florida Building Code, as follows:

**AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS AMENDING THE ESCAMBIA COUNTY CODE OF ORDINANCES PART I, CHAPTER 14, ART. IV, SECTIONS 14-171 THROUGH 14-174 BUILDINGS AND BUILDING REGULATIONS; TO ADOPT LOCAL TECHNICAL AMENDMENTS TO THE FLORIDA BUILDING CODE SPECIFIC TO FLOODPLAIN ELEVATION; PROVIDING FOR APPLICABILITY; SEVERABILITY; AND AN EFFECTIVE DATE.**

#### **BACKGROUND:**

Pursuant to Chapter 553.73(5), Fla. Stat., provides that local jurisdictions may adopt local amendments to the Florida Building Code which are more stringent, which are subject to review by the Florida Building Commission. The Board intends to adopt a requirement specific to floodplain elevation to increase the minimum elevation requirement for buildings and structures in flood hazard areas and is formatting that requirement to coordinate with the Florida Building Code, Residential and Building; to increase the minimum elevation required for buildings and structures in flood hazard areas, to provide for an additional three (3) feet of freeboard.

#### **BUDGETARY IMPACT:**

N/A

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



The attached ordinance was written and reviewed by Meredith Crawford, Assistant County Attorney in cooperation with the Building Department. Any recommended legal comments are attached herein.

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

The proposed Ordinance is consistent with the Board's goal to promote, protect, and improve the health, safety, and welfare of the citizens of Escambia County.

**IMPLEMENTATION/COORDINATION:**

The proposed ordinance was advertised in the Wednesday edition of the Pensacola News Journal on January 6, 2016.

This Ordinance will be filed with the Department of State following adoption by the board. Subsequently, this Ordinance amending the Florida Building Code will be forwarded to the Florida Building Commission for review and approval.

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**Attachments**

Draft Ordinance

Clean Ordinance

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ORDINANCE NO. 2016-

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS AMENDING THE ESCAMBIA COUNTY CODE OF ORDINANCES PART I, CHAPTER 14, ART. IV, SECTIONS 14-171 THROUGH 14-174 BUILDINGS AND BUILDING REGULATIONS; TO ADOPT LOCAL TECHNICAL AMENDMENTS TO THE FLORIDA BUILDING CODE SPECIFIC TO FLOODPLAIN ELEVATION; PROVIDING FOR APPLICABILITY; SEVERABILITY; AND AN EFFECTIVE DATE.

**WHEREAS**, the Legislature of the State of Florida has, in Chapter 125, Florida Statutes, conferred upon local governments the authority to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry; and

**WHEREAS**, Chapter 553, Florida Statutes, was adopted by the Florida Legislature to provide a mechanism for the uniform adoption, updating, amendment, interpretation and enforcement of a state building code, called the *Florida Building Code*; and

**WHEREAS**, section 553.73(4), Florida Statutes, allows adoption of local amendments to the *Florida Building Code*; and

**WHEREAS**, section 553.73(5), Florida Statutes, allows adoption of local amendments to the *Florida Building Code* to implement the National Flood Insurance Program; and

**WHEREAS**, the Board of County Commissioners previously adopted a requirement to increase the minimum elevation requirement for buildings and structures in flood hazard areas and, pursuant to section 553.73(5), Florida Statutes, is formatting that requirement to coordinate with the *Florida Building Code, Residential and Building*; to increase the minimum elevation requirements for buildings and structures in flood hazard areas, to provide for an additional three (3) feet of freeboard; and

**WHEREAS**, the Board of County Commissioners has determined that it is in the public interest to adopt the proposed floodplain management regulations that are coordinated with the *Florida Building Code*; and

**WHEREAS**, the Board of County Commissioners finds this ordinance serves the health, safety, welfare of the residents to and visitors to Escambia County, Florida.

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

Therefore, this ordinance creates Part I, Chapter 14, Art. IV, Sections 14-171 through 14-174, Local Amendments to the Florida Building Code Specific to Floodplain Elevation.

**SECTION 1.** Section 14-171 through 14-174 are hereby created as follows, with additions to the Florida Building Code indicated with underlines and deletions with ~~strikethroughs~~:

**Sec. 14-171. – Short title.** This article shall be known and may be cited as the “Local Amendments to the Florida Building Code Specific to Floodplain Elevation.”

**Sec. 14-172. – Local technical amendments to the Florida Building Code, Building.** The *Florida Building Code, Building* is hereby amended by the following technical amendment.

Create Section 1612.4.2 as follows:

**1612.4.2 Elevation requirements.** The minimum elevation requirements shall be as specified in ASCE 24 or the base flood elevation plus 3 feet (914.4 mm), whichever is higher.

**Sec. 14-173. – Local technical amendments to the Florida Building Code, Residential.** The *Florida Building Code, Residential* is hereby amended by the following technical amendment.

Modify Section R322.2.1 as follows:

**R322.2.1 Elevation requirements.**

1. Buildings and structures in flood hazard areas not designated as Coastal A Zones shall have the lowest floors elevated to or above the base flood elevation plus 3 feet or the design flood elevation, whichever is higher.
2. Buildings and structures in flood hazard areas designated as Coastal A Zones shall have the lowest floors elevated to or above the base flood elevation plus 3 ~~feet 4 feet (305 mm)~~, or to the design flood elevation, whichever is higher.
3. In areas of shallow flooding (AO Zones), buildings and structures shall have the lowest floor (including basement) elevated at least as high above the highest adjacent grade as the depth number specified in feet on the FIRM plus 3 feet, or at least 5 feet 2 feet (610 mm) if a depth number is not specified.
4. Basement floors that are below grade on all sides shall be elevated to or above the base flood elevation plus 3 feet or the design flood elevation, whichever is higher.

**Exception:** Enclosed areas below the design flood elevation, including basements whose floors are not below grade on all sides, shall meet the

requirements of Section R322.2.2.

**Sec. 14-174. – Local technical amendments to the Florida Building Code, Residential.** The *Florida Building Code, Residential* is hereby amended by the following technical amendment.

Modify Section R322.3.2 as follows:

**R322.3.2 Elevation requirements.**

1. All buildings and structures erected within coastal high-hazard areas shall be elevated so that the lowest portion of all structural members supporting the lowest floor, with the exception of piling, pile caps, columns, grade beams and bracing, is elevated to or above the base flood elevation plus 3 feet or the design flood elevation, whichever is higher.
2. Basement floors that are below grade on all sides are prohibited.
3. The use of fill for structural support is prohibited.
4. Minor grading, and the placement of minor quantities of fill, shall be permitted for landscaping and for drainage purposes under and around buildings and for support of parking slabs, pool decks, patios and walkways.

**Exception:** Walls and partitions enclosing areas below the design flood elevation shall meet the requirements of Sections R322.3.4 and R322.3.5.

**SECTION 2. Fiscal Impact Statement.**

In terms of design, plan application review, construction and inspection of buildings and structures, the cost impact as an overall average is negligible in regard to the local technical amendments because all development has been subject to the requirements of the local floodplain management ordinance adopted for participation in the National Flood Insurance Program. In terms of lower potential for flood damage, there will be continued savings and benefits to consumers.

**SECTION 3. Applicability.**

For the purposes of jurisdictional applicability, this ordinance shall apply within jurisdiction of Escambia County, Florida. This ordinance shall apply to all applications for development approval, including building permit applications and subdivision proposals, submitted on or after the effective date of this ordinance.

**SECTION 4. Severability.**

If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by any Court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Ordinance.

**SECTION 5. 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, 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 6. Effective Date.**

This Ordinance shall become effective upon filing with the Department of State.

**DONE AND ENACTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

BOARD OF COUNTY COMMISSIONERS  
OF ESCAMBIA COUNTY, FLORIDA

By: \_\_\_\_\_  
Grover C. Robinson, IV, Chairman

ATTEST: PAM CHILDERS  
Clerk of the Circuit Court

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

(SEAL)

ENACTED:

FILED WITH THE DEPARTMENT OF STATE:

EFFECTIVE DATE:

ORDINANCE NO. 2016-

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS AMENDING THE ESCAMBIA COUNTY CODE OF ORDINANCES PART I, CHAPTER 14, ART. IV, SECTIONS 14-171 THROUGH 14-174 BUILDINGS AND BUILDING REGULATIONS; TO ADOPT LOCAL TECHNICAL AMENDMENTS TO THE FLORIDA BUILDING CODE SPECIFIC TO FLOODPLAIN ELEVATION; PROVIDING FOR APPLICABILITY; SEVERABILITY; AND AN EFFECTIVE DATE.

**WHEREAS**, the Legislature of the State of Florida has, in Chapter 125, Florida Statutes, conferred upon local governments the authority to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry; and

**WHEREAS**, Chapter 553, Florida Statutes, was adopted by the Florida Legislature to provide a mechanism for the uniform adoption, updating, amendment, interpretation and enforcement of a state building code, called the *Florida Building Code*; and

**WHEREAS**, section 553.73(4), Florida Statutes, allows adoption of local amendments to the *Florida Building Code*; and

**WHEREAS**, section 553.73(5), Florida Statutes, allows adoption of local amendments to the *Florida Building Code* to implement the National Flood Insurance Program; and

**WHEREAS**, the Board of County Commissioners previously adopted a requirement to increase the minimum elevation requirement for buildings and structures in flood hazard areas and, pursuant to section 553.73(5), Florida Statutes, is formatting that requirement to coordinate with the *Florida Building Code, Residential and Building*; to increase the minimum elevation requirements for buildings and structures in flood hazard areas, to provide for an additional three (3) feet of freeboard; and

**WHEREAS**, the Board of County Commissioners has determined that it is in the public interest to adopt the proposed floodplain management regulations that are coordinated with the *Florida Building Code*; and

**WHEREAS**, the Board of County Commissioners finds this ordinance serves the health, safety, welfare of the residents to and visitors to Escambia County, Florida.

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

Therefore, this ordinance creates Part I, Chapter 14, Art. IV, Sections 14-171 through 14-174, Local Amendments to the Florida Building Code Specific to Floodplain Elevation.

**SECTION 1.** Section 14-171 through 14-174 are hereby created as follows, with additions to the Florida Building Code indicated with underlines and deletions with ~~strikethroughs~~:

**Sec. 14-171. – Short title.** This article shall be known and may be cited as the “Local Amendments to the Florida Building Code Specific to Floodplain Elevation.”

**Sec. 14-172. – Local technical amendments to the Florida Building Code, Building.** The *Florida Building Code, Building* is hereby amended by the following technical amendment.

Create Section 1612.4.2 as follows:

**1612.4.2 Elevation requirements.** The minimum elevation requirements shall be as specified in ASCE 24 or the base flood elevation plus 3 feet (914.4 mm), whichever is higher.

**Sec. 14-173. – Local technical amendments to the Florida Building Code, Residential.** The *Florida Building Code, Residential* is hereby amended by the following technical amendment.

Modify Section R322.2.1 as follows:

**R322.2.1 Elevation requirements.**

1. Buildings and structures in flood hazard areas not designated as Coastal A Zones shall have the lowest floors elevated to or above the base flood elevation plus 3 feet or the design flood elevation, whichever is higher.
2. Buildings and structures in flood hazard areas designated as Coastal A Zones shall have the lowest floors elevated to or above the base flood elevation plus 3 feet ~~4 feet (305 mm)~~, or to the design flood elevation, whichever is higher.
3. In areas of shallow flooding (AO Zones), buildings and structures shall have the lowest floor (including basement) elevated at least as high above the highest adjacent grade as the depth number specified in feet on the FIRM plus 3 feet, or at least ~~5 feet 2 feet (610 mm)~~ if a depth number is not specified.
4. Basement floors that are below grade on all sides shall be elevated to or above the base flood elevation plus 3 feet or the design flood elevation, whichever is higher.

**Exception:** Enclosed areas below the design flood elevation, including basements whose floors are not below grade on all sides, shall meet the requirements of Section R322.2.2.

**Sec. 14-174. – Local technical amendments to the Florida Building Code, Residential.** The *Florida Building Code, Residential* is hereby amended by the following technical amendment.

Modify Section R322.3.2 as follows:

**R322.3.2 Elevation requirements.**

1. All buildings and structures erected within coastal high-hazard areas shall be elevated so that the lowest portion of all structural members supporting the lowest floor, with the exception of piling, pile caps, columns, grade beams and bracing, is elevated to or above the base flood elevation plus 3 feet or the design flood elevation, whichever is higher.
2. Basement floors that are below grade on all sides are prohibited.
3. The use of fill for structural support is prohibited.
4. Minor grading, and the placement of minor quantities of fill, shall be permitted for landscaping and for drainage purposes under and around buildings and for support of parking slabs, pool decks, patios and walkways.

**Exception:** Walls and partitions enclosing areas below the design flood elevation shall meet the requirements of Sections R322.3.4 and R322.3.5.

**SECTION 2. Fiscal Impact Statement.**

In terms of design, plan application review, construction and inspection of buildings and structures, the cost impact as an overall average is negligible in regard to the local technical amendments because all development has been subject to the requirements of the local floodplain management ordinance adopted for participation in the National Flood Insurance Program. In terms of lower potential for flood damage, there will be continued savings and benefits to consumers.

**SECTION 3. Applicability.**

For the purposes of jurisdictional applicability, this ordinance shall apply within jurisdiction of Escambia County, Florida. This ordinance shall apply to all applications for development approval, including building permit applications and subdivision proposals, submitted on or after the effective date of this ordinance.

**SECTION 4. Severability.**

If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by any Court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Ordinance.



**SECTION 5. 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, 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 6. Effective Date.**

This Ordinance shall become effective upon filing with the Department of State.

**DONE AND ENACTED** this\_\_\_\_\_ day of \_\_\_\_\_, 2016.

BOARD OF COUNTY COMMISSIONERS  
OF ESCAMBIA COUNTY, FLORIDA

By: \_\_\_\_\_  
Grover C. Robinson, IV, Chairman

ATTEST: PAM CHILDERS  
Clerk of the Circuit Court

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

(SEAL)

ENACTED:

FILED WITH THE DEPARTMENT OF STATE:

EFFECTIVE DATE:



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

**AI-9547**

**Growth Management Report 13. 3.**

**BCC Regular Meeting**

**Public Hearing**

**Meeting Date:** 01/21/2016

**Issue:** 5:47 p.m. - A Public Hearing - Review of an Ordinance Adopting the 2015-2019 Annual Update to the Five-Year Schedule of Capital Improvements

**From:** Horace Jones, Director

**Organization:** Development Services

---

#### **RECOMMENDATION:**

5:47 p.m. - A Public Hearing Concerning the Review of an Ordinance Adopting the 2015-2019 Annual Update to the Five-Year Schedule of Capital Improvements

That the Board review and adopt an Ordinance adopting the 2015-2019 update to the Five-Year Schedule of Capital Improvements for incorporation into Part II of the Escambia County Code of Ordinances, Escambia County Comprehensive Plan: 2030.

#### **BACKGROUND:**

To fulfill the requirements of Section 163.3177(3)(b), Florida Statutes and Objective CIE 1.2, Five-Year Schedule, Escambia County Comprehensive Plan: 2030 by adopting the 2015-2019 update to the Five-Year Schedule of Capital Improvements for incorporation into the 2030 Comprehensive Plan. A significant portion of the 2015-2019 update to the Five-Year Schedule of Capital Improvements derives from information provided in the following documents, which are incorporated herein by reference:

The Florida–Alabama Transportation Planning Organization Fiscal-Years 2016-2020 Transportation Improvements Program, attached as Exhibit B.

The Escambia County School District Facility Work Plan, attached as Exhibit C.

#### **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 Kerra Smith, Assistant County Attorney. Any recommended legal comments are attached herein.

#### **PERSONNEL:**

No additional personnel are required for implementation of this Ordinance.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

The proposed Ordinance is consistent with the Board's goal "to increase citizen involvement in, access to, and approval of, County government activities."

**IMPLEMENTATION/COORDINATION:**

Pursuant to Objective CIE 1.2, Escambia County Comprehensive Plan: 2030, due to the frequency of the updates to the Five-Year Schedule of Capital Improvements, this ordinance shall not be codified, but shall be recorded in a book kept for that purpose and maintained by the Clerk of the Board of the County Commissioners, in accordance with Section 125.68, Florida Statutes.

Implementation will consist of distribution of a copy of the adopted Ordinance to interested citizens and staff.

The proposed Ordinance was prepared by the Development Services Department, in cooperation with the County Attorney's Office and all interested citizens. The Development Services Department will ensure proper advertisement.

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**Attachments**

Draft Ordinance

Clean Ordinance

CIP (Exh A)

TPO TIP (Exh B)

Work Plan School District (Exh C)

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**LEGAL REVIEW**

(COUNTY DEPARTMENT USE ONLY)

Document: Five Year Schedule of Capital Improvements *Draft 2*

Date: ~~11/18/2015~~ 12/9/15

Date requested back by: ~~11/30/15~~

Requested by: JC Lemos

Phone Number: 595-3467

.....  
(LEGAL USE ONLY)

Legal Review by Kenna A. Smith

Date Received: 12/9/15 ; reviewed 12/11/15

✓ Approved as to form and legal sufficiency. *As modified.*

       Not approved.

       Make subject to legal signoff.

Additional comments:

ORDINANCE NUMBER 2016-\_\_\_\_

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, ADOPTING THE 2015-2019 UPDATE TO THE FIVE-YEAR SCHEDULE OF CAPITAL IMPROVEMENTS FOR INCORPORATION INTO PART II OF THE ESCAMBIA COUNTY CODE OF ORDINANCES, THE ESCAMBIA COUNTY COMPREHENSIVE PLAN: 2030, AS AMENDED; PROVIDING FOR SEVERABILITY; PROVIDING FOR RECORDING OF AN UNCODIFIED ORDINANCE, AND PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, pursuant to Section 163.3177(3)(b), Florida Statutes, and Objective CIE 1.2, Escambia County Comprehensive Plan: 2030, the county is required to annually review and update its Five-Year Schedule of Capital Improvements; and

**WHEREAS**, the aforementioned provisions of Florida Statutes and the Escambia County Comprehensive Plan provide that modifications to update the Five-Year Schedule of Capital Improvements may be accomplished by ordinance, and may not be deemed amendments to the Comprehensive Plan; and

**WHEREAS**, pursuant to Section 125.68(1)(b), Florida Statutes, the Board of County Commissioners has determined that due to the frequency of the updates codification and publication of the updates is not reasonable, and,

**WHEREAS**, the Board of County Commissioners of Escambia County, Florida finds that the adoption of this ordinance and incorporation of the 2015-2019 Update to the Five-Year Schedule of Capital Improvements into the Escambia County Comprehensive Plan: 2030 is consistent with the intent of Objective CIE 1.2 of the Comprehensive Plan and is in the best interest of the County and its citizens;

**NOW, THEREFORE, BE IT ORDAINED** by the Board of County Commissioners of Escambia County, Florida, as follows:

**Section 1. Purpose**

The purpose of this ordinance is to fulfill the requirements of Section 163.3177(3)(b), Florida Statutes and Objective CIE 1.2, Five-Year Schedule, Escambia County Comprehensive Plan: 2030 by adopting the 2015-2019 update to the Five-Year Schedule of Capital Improvements for incorporation into the 2030 Comprehensive Plan.

**Section 2. Schedule of Capital Improvements**

The 2015-2019 update to the Five-Year Schedule of Capital Improvements, attached as Exhibit A, is hereby adopted for incorporation into the 2030 Comprehensive Plan Objective CIE 1.2, Five-Year Schedule.

1  
2 **Section 3. Supporting Documents**  
3

4 A significant portion of the 2015-2019 update to the Five-Year Schedule of Capital  
5 Improvements derives from information provided in the following documents, which are  
6 incorporated herein by reference:  
7

8 The Florida–Alabama Transportation Planning Organization Fiscal-Years 2016-2020  
9 Transportation Improvements Program, attached as Exhibit B.

10  
11 The Escambia County School District Facility Work Plan, attached as Exhibit C.  
12

13 **Section 4. Severability**  
14

15 If any section, sentence, clause or phrase of this Ordinance is held to be invalid or  
16 unconstitutional by any Court of competent jurisdiction, the holding shall in no way affect  
17 the validity of the remaining portions of this Ordinance.  
18

19 **Section 5. Recording**  
20

21 Pursuant to Objective CIE 1.2, Escambia County Comprehensive Plan: 2030, due to the  
22 frequency of the updates to the Five-Year Schedule of Capital Improvements, this  
23 ordinance shall not be codified, but shall be recorded in a book kept for that purpose  
24 and maintained by the Clerk of the Board of the County Commissioners, in accordance  
25 with Section 125.68, Florida Statutes.  
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1 **Section 6. Effective Date**

2  
3 This Ordinance shall become effective upon filing with the Department of State.  
4

5  
6 **DONE AND ENACTED** this \_\_\_\_ day of \_\_\_\_\_, 2016.  
7

8  
9 BOARD OF COUNTY COMMISSIONERS  
10 ESCAMBIA COUNTY, FLORIDA  
11

12  
13 By: \_\_\_\_\_  
14 Grover C. Robinson, IV, Chairman

15 ATTEST: PAM CHILDERS  
16 CLERK OF THE CIRCUIT COURT  
17

18  
19 By: \_\_\_\_\_ Date Executed: \_\_\_\_\_  
20 Deputy Clerk  
21

22 (SEAL)  
23

24 ENACTED:  
25

26 FILED WITH THE DEPARTMENT OF STATE:  
27

28 EFFECTIVE DATE:

## **ORDINANCE NUMBER 2016-\_\_\_\_**

**AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, ADOPTING THE 2015-2019 UPDATE TO THE FIVE-YEAR SCHEDULE OF CAPITAL IMPROVEMENTS FOR INCORPORATION INTO PART II OF THE ESCAMBIA COUNTY CODE OF ORDINANCES, THE ESCAMBIA COUNTY COMPREHENSIVE PLAN: 2030, AS AMENDED; PROVIDING FOR SEVERABILITY; PROVIDING FOR RECORDING OF AN UNCODIFIED ORDINANCE, AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, pursuant to Section 163.3177(3)(b), Florida Statutes, and Objective CIE 1.2, Escambia County Comprehensive Plan: 2030, the county is required to annually review and update its Five-Year Schedule of Capital Improvements; and

**WHEREAS**, the aforementioned provisions of Florida Statutes and the Escambia County Comprehensive Plan provide that modifications to update the Five-Year Schedule of Capital Improvements may be accomplished by ordinance, and may not be deemed amendments to the Comprehensive Plan; and

**WHEREAS**, pursuant to Section 125.68(1)(b), Florida Statutes, the Board of County Commissioners has determined that due to the frequency of the updates codification and publication of the updates is not reasonable, and,

**WHEREAS**, the Board of County Commissioners of Escambia County, Florida finds that the adoption of this ordinance and incorporation of the 2015-2019 Update to the Five-Year Schedule of Capital Improvements into the Escambia County Comprehensive Plan: 2030 is consistent with the intent of Objective CIE 1.2 of the Comprehensive Plan and is in the best interest of the County and its citizens;

**NOW, THEREFORE, BE IT ORDAINED** by the Board of County Commissioners of Escambia County, Florida, as follows:

### **Section 1. Purpose**

The purpose of this ordinance is to fulfill the requirements of Section 163.3177(3)(b), Florida Statutes and Objective CIE 1.2, Five-Year Schedule, Escambia County Comprehensive Plan: 2030 by adopting the 2015-2019 update to the Five-Year Schedule of Capital Improvements for incorporation into the 2030 Comprehensive Plan.

### **Section 2. Schedule of Capital Improvements**

The 2015-2019 update to the Five-Year Schedule of Capital Improvements, attached as Exhibit A, is hereby adopted for incorporation into the 2030 Comprehensive Plan Objective CIE 1.2, Five-Year Schedule.



### **Section 3. Supporting Documents**

A significant portion of the 2015-2019 update to the Five-Year Schedule of Capital Improvements derives from information provided in the following documents, which are incorporated herein by reference:

The Florida–Alabama Transportation Planning Organization Fiscal-Years 2016-2020 Transportation Improvements Program, attached as Exhibit B.

The Escambia County School District Facility Work Plan, attached as Exhibit C.

### **Section 4. Severability**

If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by any Court of competent jurisdiction, the holding shall in no way affect the validity of the remaining portions of this Ordinance.

### **Section 5. Recording**

Pursuant to Objective CIE 1.2, Escambia County Comprehensive Plan: 2030, due to the frequency of the updates to the Five-Year Schedule of Capital Improvements, this ordinance shall not be codified, but shall be recorded in a book kept for that purpose and maintained by the Clerk of the Board of the County Commissioners, in accordance with Section 125.68, Florida Statutes.

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**Section 6. Effective Date**

This Ordinance shall become effective upon filing with the Department of State.

**DONE AND ENACTED** this \_\_\_\_ day of \_\_\_\_\_, 2016.

BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

By: \_\_\_\_\_  
Grover C. Robinson, IV, Chairman

ATTEST: PAM CHILDERS  
CLERK OF THE CIRCUIT COURT

By: \_\_\_\_\_ Date Executed: \_\_\_\_\_  
Deputy Clerk

(SEAL)

ENACTED:

FILED WITH THE DEPARTMENT OF STATE:

EFFECTIVE DATE:

# 2015-2019 UPDATE TO THE FIVE-YEAR CAPITAL IMPROVEMENTS PROGRAM SCHEDULE



## INDEX

DEPARTMENT	LOCATION
Office of Management & Budget	Pages 3-14
Transportation & Traffic	Pages 15-18
Stormwater/Drainage	Pages 19-22
Parks & Recreation	Pages 23-29
Solid Waste	Pages 30-31
Mass Transit	Pages 32-36

2015-2019

Annual Update to the Five-Year

Schedule of Capital Improvements

Office of Management & Budget Documentation

**Escambia County Government  
Office of Management & Budget  
Adopted Capital Improvement Program**

Description	Adopted Total 2015/16	2016/17	2017/18	2018/19	2019/20
<b>FUND: GENERAL FUND</b>					
<b>Facilities Management - Juvenile Justice</b>					
1 Kitchen Equipment Upgrade	9,988	0	0	0	0
1 Master Control Upgrade	7,000	0	0	0	0
1 Renovation of Bathrooms and Kitchen	16,419	0	0	0	0
1 Replace Stationary Chairs	4,700	0	0	0	0
<b>Information Resources - Telecommunications</b>					
1 CNIC Connectivity between Public Safety & Santa Rosa Island	2,998	0	0	0	0
<b>Facilities Management</b>					
1 Install 400 AMP Transfer Switch for the Emergency Generator (Facilities)	15,000	0	0	0	0
1 Install Natural Gas Detection Monitor (Juvenile Justice)	5,000	0	0	0	0
1 Kitchen Steam Piping Upgrade (Jail - Main)	30,000	0	0	0	0
1 Light Retrofit - Energy Conservation (Misc Buildings)	25,000	0	0	0	0
<b>Supervisor of Elections</b>					
1 Server Upgrade/Replacment (2)	18,000	0	0	0	0
1 Laptop Replacement (3)	4,500	0	0	0	0
<b>Total General Fund</b>	<b>138,605</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>FUND: OTHER GRANTS AND PROJECTS</b>					
<b>Florida Boating Improvement Funds</b>					
110 Acquisition of property and Construction of a Boat Ramp on Perdido Bay	58,000	0	0	0	0
<b>Total Other Grants and Projects Fund</b>	<b>58,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>FUND: LIBRARY</b>					
<b>Library Operations</b>					
113 Books, Publications and Library Materials	235,993	0	0	0	0
<b>Library Information Systems</b>					
113 Replacement PC's for Staff and Public	24,000	0	0	0	0
113 Infoblox DNS Grid Member	12,000	0	0	0	0
<b>Total Library Fund</b>	<b>271,993</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>FUND: ARTICLE V FUND</b>					
<b>Public Defender - Administration</b>					
115 File Server Replacemet	1,600	0	0	0	0
<b>Court Technology Division - Santa Rosa County</b>					
115 Network Switches	5,000	0	0	0	0
<b>State Attorney - Escambia County (Circuit Criminal)</b>					
115 Email Server	8,000	0	0	0	0
<b>State Attorney - Okaloosa County</b>					
115 Desktop PC's (10)	14,000	0	0	0	0
<b>Court Technology Division</b>					
115 Server Room Upgrades	17,000	0	0	0	0
<b>Total Article V Fund</b>	<b>45,600</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

**Escambia County Government  
Office of Management & Budget  
Adopted Capital Improvement Program**

Description	Adopted Total 2015/16	2016/17	2017/18	2018/19	2019/20
<b>FUND: CDBG HUD ENTITLEMENT FUND</b>					
<b>2015 HUD Community Block Development</b>					
129 Fire Hydrant/Main Upgrade Improvements	150,000	0	0	0	0
129 County Facility H/C Access Improvements	55,000	0	0	0	0
<b>2014 HUD Community Block Development</b>					
129 Fire Hydrant/Main Upgrade Improvements	95,000	0	0	0	0
129 County Facility H/C Access Improvements	45,000	0	0	0	0
129 Neighborhood Improvement Projects (CRA & County Projects TBD)	149,751	0	0	0	0
<b>2013 HUD Community Block Development</b>					
129 Chevy Crew Cab Pickup	16,459	0	0	0	0
129 County Facility H/C Access Improvements	45,000	0	0	0	0
129 Neighborhood Improvement Projects (CRA & County Projects TBD)	80,305	0	0	0	0
<b>2012 HUD Community Block Development</b>					
129 County Facility H/C Access Improvements	50,000	0	0	0	0
129 Neighborhood Improvement Projects (CRA & County Projects TBD)	200,197	0	0	0	0
<b>2011 HUD Community Block Development</b>					
129 County Facility H/C Access Improvements	26,531	0	0	0	0
129 Neighborhood Improvement Projects (CRA & County Projects TBD)	220,605	0	0	0	0
<b>2010 HUD Community Block Development</b>					
129 County Facility H/C Access Improvements	47,264	0	0	0	0
129 Neighborhood Improvement Projects (Engineering)	16,357	0	0	0	0
<b>Total CDBG HUD Entitlement Fund</b>	<b>1,197,469</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>FUND: FIRE SERVICES FUND</b>					
<b>Fire - Main</b>					
143 Extraction Equipment (TNT) (2)	20,000	0	0	0	0
143 Kieser Sled	3,500	0	0	0	0
143 Porta Hydraulic Door Opener	1,000	0	0	0	0
143 Rapid Attack Monitor (RAM)	1,500	0	0	0	0
143 Ventilation Saw (3)	4,000	0	0	0	0
<b>Total Fire Services Fund</b>	<b>30,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>FUND: COMMUNITY REDEVELOPMENT FUND</b>					
<b>Community Redevelopment Warrington</b>					
151 Civitan Park Improvements	120,000	0	0	0	0
151 Decorative Lighting at Navy Point	75,000	0	0	0	0
<b>Community Redevelopment Palafox</b>					
151 Design and Construction of Bus Shelter at Warehouse and Truman Ave	50,000	0	0	0	0
151 Sidewalks on Massachusetts Avenue	150,000	0	0	0	0
151 Sidewalks on Montclair Avenue	200,000	0	0	0	0
<b>Community Redevelopment Barrancas</b>					
151 Park Amenities at Lexington Terrace	100,000	0	0	0	0
<b>Total Community Redevelopment Fund</b>	<b>695,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

**Escambia County Government**  
**Office of Management & Budget**  
**Adopted Capital Improvement Program**

Description	Adopted Total 2015/16	2016/17	2017/18	2018/19	2019/20
<b>FUND: MASTER DRAINAGE BASINS</b>					
<b>Engineering</b>					
181 Drainage Projects	67,902	0	0	0	0
<b>Total Master Drainage Basins</b>	<b>67,902</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>FUND: LOCAL OPTION SALES TAX III</b>					
<b>Public Facilities &amp; Projects</b>					
352 District IV Project	0	50,000	0	0	0
352 Libraries/Community Center	0	209,807	0	0	0
352 Maintenance Shop/Storage - Main Jail	0	125,000	0	0	0
352 Voting Machine Replacements - Supervisor of Elections	85,000	0	602,782	0	0
352 Pensacola Bay Center Capital Improvements	200,000	0	0	0	0
<b>Transportation</b>					
352 Beulah Road Improvements/Beltway	0	700,000	0	0	0
352 Bridge Renovations	1,270,162	1,016,666	516,670	0	0
352 Burgess Road Sidewalks	350,000	0	0	0	0
352 Congestion Improvements	818,000	1,618,000	0	0	0
352 Dirt Road Paving	2,500,000	3,000,000	0	0	0
352 E Street (Leonard to Cervantes)	400,000	0	0	0	0
352 East/West Longleaf Drive	7,010,000	900,000	960,000	0	0
352 Hwy 297A Widening (Box) and Drainage	3,000,000	0	0	0	0
352 ITS Application (Box)	0	1,462,936	0	0	0
352 Jacks Branch Road Shoulder Paving	925,000	950,000	0	0	0
352 JPA/Design Box	0	300,154	599,846	0	0
352 Kingsfield Extension	0	665,193	0	0	0
352 Neighborhood Enhancements	700,000	2,800,000	0	0	0
352 Resurfacing	1,732,689	1,584,622	751,211	0	0
352 Sidewalks	500,000	900,000	0	0	0
352 Sidewalks District I	100,000	100,000	0	0	0
352 Traffic Calming	200,000	0	0	0	0
<b>Drainage</b>					
352 Crescent Lake	4,000,000	0	0	0	0
352 Fairchild Drainage Project	600,000	0	0	0	0
352 Highway 297 Drainage	0	1,772,000	0	0	0
352 Myrtle Grove Jackson	1,350,000	0	0	0	0
352 Rebel Road	0	2,000,000	0	0	0
352 Water Quality/Flood Control	0	190,000	0	0	0
<b>Natural Resources/Community Redevelopment</b>					
352 Beachhaven Drainage Project	215,000	0	0	0	0
352 CRA Sewer Expansion: Beach Haven, Bellshead, Mob Hwy., Englewood	0	228,000	0	0	0
352 Environmentally Sensitive Lands Acquisition and Mitigation Bank	100,000	100,000	0	0	0
<b>Detention</b>					
352 Detention Facilities	240,000	7,561,796	0	0	0
352 Detention Vehicle Replacement	200,000	200,000	200,000	0	0
<b>Fire Services</b>					
352 Fire Station near Kingsfield & Hwy 29	0	0	101,094	0	0
352 Vehicle/Apparatus Replacement	398,659	998,659	998,659	0	0
<b>Public Safety</b>					
352 3/4 Ton Cab/Chassis and/or 4WD P/U	54,933	55,000	0	0	0
352 Laptop Computers	34,800	35,000	0	0	0
352 Mobile Radios	52,000	55,000	0	0	0
352 Portable Suctions	27,000	0	0	0	0
352 Animal Transport Unit	16,770	17,000	0	0	0
352 Portable Generator Replacement	22,000	0	0	0	0
352 Public Safety Vehicle 4x4 (Pre/Post Disaster)	62,000	0	0	0	0



**Escambia County Government**  
**Office of Management & Budget**  
**Adopted Capital Improvement Program**

Description	Adopted Total 2015/16	2016/17	2017/18	2018/19	2019/20
<b>Parks and Recreation</b>					
352 Land Acquisition	200,000	200,000	0	0	0
352 Park Development	294,322	1,110,702	1,110,702	0	0
352 Park Maintenance Equipment	68,182	68,182	68,182	0	0
<b>Sheriff</b>					
352 Sheriff Vehicle Replacement	4,037,983	2,681,818	2,681,818	0	0
<b>Total Local Option Sales Tax III Fund</b>	<b>31,764,500</b>	<b>33,655,535</b>	<b>8,590,964</b>	<b>0</b>	<b>0</b>
<b>FUND: SOLID WASTE FUND</b>					
<b>Administration Division</b>					
401 Copier	7,500	0	0	0	0
401 Laptop Computer (3)	3,900	0	0	0	0
401 Printers (3)	3,600	0	0	0	0
<b>Engineering &amp; Environmental Quality Division</b>					
401 Submersible Pumps (3)	18,000	0	0	0	0
401 Laptop Computer (2)	3,000	0	0	0	0
<b>Recycling Division</b>					
401 1 Ton Dually Pickup Truck	35,000	0	0	0	0
401 Forklift	25,000	0	0	0	0
401 Recycling Containers (7)	25,000	0	0	0	0
<b>Palafox Transfer Station</b>					
401 Resurface Tipping Floor	300,000	0	0	0	0
<b>Landfill Gas to Energy</b>					
401 De-watering Pumps (3)	10,000	0	0	0	0
<b>Operations Division</b>					
401 Dell Optiplex Computer	1,400	0	0	0	0
401 Dump Truck (25 Ton 6x6 Articulated)	400,000	0	0	0	0
401 D8T Dozer (Rebuilt)	500,000	0	0	0	0
401 Excavator (80,000 Pound)	400,000	0	0	0	0
401 Hydraulic Submersible Pump	50,000	0	0	0	0
401 Laptop Computer	1,400	0	0	0	0
401 Tip Loader (4 yd High)	325,000	0	0	0	0
401 Trailer (100 cubic yd)	75,000	0	0	0	0
<b>Projects Division</b>					
401 Automated Scale Upgrade	20,000	0	0	0	0
401 Gas Collection & Control System	100,000	0	0	0	0
401 Leachate Treatment System	660,000	0	0	0	0
401 Section 5 Expansion - Perdido Landfill	3,500,000	0	0	250,000	1,750,000
401 Service Haul Road to Class I Landfill	200,000	0	0	0	0
<b>Total Solid Waste Fund</b>	<b>6,663,800</b>	<b>0</b>	<b>0</b>	<b>250,000</b>	<b>1,750,000</b>
<b>GRAND TOTAL:</b>	<b>40,932,869</b>	<b>33,655,535</b>	<b>8,590,964</b>	<b>250,000</b>	<b>1,750,000</b>

Escambia County Government  
Office of Management & Budget  
Adopted Capital Project Request FY 15/16  
& Five Year Operating Costs  
(ROUTINE)

Description	Adopted Total	Five-Year Operating Projection				
	2015/16	2016/17	2017/18	2018/19	2019/20	2020/21
<b>FUND: GENERAL FUND</b>						
<b>Facilities Management - Juvenile Justice</b>						
1 Kitchen Equipment	9,988	300	300	300	300	300
1 Master Control Upgrade	7,000	0	0	0	0	0
1 Renovation of Bathrooms and Kitchen	16,419	0	0	0	0	0
1 Replace Stationary Chairs	4,700	0	0	0	0	0
<b>Information Resources - Telecommunications</b>						
1 CNIC Connectivity between Public Safety & Santa Rosa Island	2,998	0	0	0	0	0
<b>Facilities Management</b>						
1 Install 400 AMP Transfer Switch for the Emergency Generator (Facilities)	15,000	0	0	0	0	0
1 Install Natural Gas Detection Monitor (Juvenile Justice)	5,000	0	0	0	0	0
1 Kitchen Steam Piping Upgrade (Jail - Main)	30,000	0	0	0	0	0
1 Light Retrofit - Energy Conservation (Misc Buildings)	25,000	0	0	0	0	0
<b>Supervisor of Elections</b>						
1 Server Upgrade/Replacment (2)	18,000	0	0	0	0	0
1 Laptop Replacement (3)	4,500	0	0	0	0	0
<b>Total General Fund</b>	<b>138,605</b>	<b>300</b>	<b>300</b>	<b>300</b>	<b>300</b>	<b>300</b>
<b>FUND: OTHER GRANTS AND PROJECTS</b>						
<b>Florida Boating Improvement Funds</b>						
110 Acquisition of property and Construction of a Boat Ramp on Perdido Bay	58,000	0	0	0	0	0
<b>Total Other Grants and Projects Fund</b>	<b>58,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>FUND: LIBRARY</b>						
<b>Library Operations</b>						
113 Books, Publications and Library Materials	235,993	0	0	0	0	0
<b>Library Information Systems</b>						
113 Replacement PC's for Staff and Public	24,000	0	0	0	0	0
113 Infoblox DNS Grid Member	12,000	0	0	0	0	0
<b>Total Library Fund</b>	<b>271,993</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>FUND: ARTICLE V FUND</b>						
<b>Public Defender - Administration</b>						
115 File Server Replacemet	1,600	0	0	0	0	0
<b>Court Technology Division - Santa Rosa County</b>						
115 Network Switches	5,000	0	0	0	0	0
<b>State Attorney - Escambia County (Circuit Criminal)</b>						
115 Email Server	8,000	0	0	0	0	0
<b>State Attorney - Okaloosa County</b>						
115 Desktop PC's (10)	14,000	0	0	0	0	0
<b>Court Technology Division</b>						
115 Server Room Upgrades	17,000	0	0	0	0	0
<b>Total Article V Fund</b>	<b>45,600</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

Escambia County Government  
Office of Management & Budget  
Adopted Capital Project Request FY 15/16  
& Five Year Operating Costs  
(ROUTINE)

Description	Adopted	Five-Year Operating Projection				
	Total 2015/16	2016/17	2017/18	2018/19	2019/20	2020/21
<b>FUND: CDBG HUD ENTITLEMENT FUND</b>						
<b>2015 HUD Community Block Development</b>						
129 Fire Hydrant/Main Upgrade Improvements	150,000	0	0	0	0	0
129 County Facility H/C Access Improvements	55,000	0	0	0	0	0
<b>2014 HUD Community Block Development</b>						
129 Fire Hydrant/Main Upgrade Improvements	95,000	0	0	0	0	0
129 County Facility H/C Access Improvements	45,000	0	0	0	0	0
129 Neighborhood Improvement Projects (CRA & County Projects TBD)	149,751	0	0	0	0	0
<b>2013 HUD Community Block Development</b>						
129 Chevy Crew Cab Pickup	16,459	0	0	0	0	0
129 County Facility H/C Access Improvements	45,000	0	0	0	0	0
129 Neighborhood Improvement Projects (CRA & County Projects TBD)	80,305	0	0	0	0	0
<b>2012 HUD Community Block Development</b>						
129 County Facility H/C Access Improvements	50,000	0	0	0	0	0
129 Neighborhood Improvement Projects (CRA & County Projects TBD)	200,197	0	0	0	0	0
<b>2011 HUD Community Block Development</b>						
129 County Facility H/C Access Improvements	26,531	0	0	0	0	0
129 Neighborhood Improvement Projects (CRA & County Projects TBD)	220,605	0	0	0	0	0
<b>2010 HUD Community Block Development</b>						
129 County Facility H/C Access Improvements	47,264	0	0	0	0	0
129 Neighborhood Improvement Projects (Engineering)	16,357	0	0	0	0	0
<b>Total CDBG HUD Entitlement Fund</b>	<b>1,197,469</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>FUND: FIRE SERVICES FUND</b>						
<b>Fire - Main</b>						
143 Extrication Equipment (TNT) (2)	20,000	200	300	400	500	600
143 Kieser Sled	3,500	0	0	0	0	0
143 Porta Hydraulic Door Opener	1,000	0	0	0	0	0
143 Rapid Attack Monitor (RAM)	1,500	0	0	0	0	0
143 Ventilation Saw (3)	4,000	100	100	100	100	100
<b>Total Fire Services Fund</b>	<b>30,000</b>	<b>300</b>	<b>400</b>	<b>500</b>	<b>600</b>	<b>700</b>
<b>FUND: COMMUNITY REDEVELOPMENT FUND</b>						
<b>Community Redevelopment Warrington</b>						
151 Civitan Park Improvements	120,000	0	0	0	0	0
151 Decorative Lighting at Navy Point	75,000	0	0	0	0	0
<b>Community Redevelopment Palafox</b>						
151 Design and Construction of Bus Shelter at Warehouse and Truman Ave	50,000	0	0	0	0	0
151 Sidewalks on Massachusetts Avenue	150,000	0	0	0	0	0
151 Sidewalks on Montclair Avenue	200,000	0	0	0	0	0
<b>Community Redevelopment Barrancas</b>						
151 Park Amenities at Lexington Terrace	100,000	0	0	0	0	0
<b>Total Community Redevelopment Fund</b>	<b>695,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>FUND: MASTER DRAINAGE BASINS</b>						
<b>Engineering</b>						
181 Drainage Projects	67,902	0	0	0	0	0
<b>Total Master Drainage Basins</b>	<b>67,902</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

**Escambia County Government**  
**Office of Management & Budget**  
**Adopted Capital Project Request FY 15/16**  
**& Five Year Operating Costs**  
**(ROUTINE)**

Description	Adopted	Five-Year Operating Projection				
	Total 2015/16	2016/17	2017/18	2018/19	2019/20	2020/21
<b>FUND: LOCAL OPTION SALES TAX III</b>						
<b>Public Facilities &amp; Projects</b>						
352 District IV Project	0	0	0	0	0	0
352 Libraries/Community Center	0	0	0	0	0	0
352 Maintenance Shop/Storage - Main Jail	0	0	0	0	0	0
352 Voting Machine Replacements - Supervisor of Elections	85,000	850	850	850	850	850
352 Pensacola Bay Center Capital Improvements	200,000	10,000	10,000	10,000	10,000	10,000
<b>Transportation</b>						
352 Beulah Road Improvements/Beltway	0	0	0	0	0	0
352 Bridge Renovations	1,270,162	0	0	0	0	0
352 Burgess Road Sidewalks	350,000	0	0	0	0	0
352 Congestion Improvements	818,000	0	0	0	0	0
352 Dirt Road Paving	2,500,000	0	0	0	0	0
352 E Street (Leonard to Cervantes)	400,000	0	0	0	0	0
352 East/West Longleaf Drive	7,010,000	0	0	0	0	0
352 Hwy 297A Widening (Box) and Drainage	3,000,000	0	0	0	0	0
352 Jacks Branch Road Shoulder Paving	925,000	0	0	0	0	0
352 Neighborhood Enhancements	700,000	0	0	0	0	0
352 Resurfacing	1,732,689	0	0	0	0	0
352 Sidewalks	500,000	0	0	0	0	0
352 Sidewalks District I	100,000	0	0	0	0	0
352 Traffic Calming	200,000	0	0	0	0	0
<b>Drainage</b>						
352 Crescent Lake	4,000,000	0	0	0	0	0
352 Fairchild Drainage Project	600,000	0	0	0	0	0
352 Myrtle Grove Jackson	1,350,000	0	0	0	0	0
<b>Natural Resources/Community Redevelopment</b>						
352 Beachhaven Drainage Project	215,000	0	0	0	0	0
352 Environmentally Sensitive Lands Acquisition and Mitigation Bank	100,000	0	0	0	0	0
<b>Detention</b>						
352 Detention Facilities	240,000	0	0	0	0	0
352 Detention Vehicle Replacement	200,000	20,000	20,000	20,000	20,000	20,000
<b>Fire Services</b>						
352 Vehicle/Apparatus Replacement	398,659	70,000	70,000	70,000	70,000	70,000
<b>Public Safety</b>						
352 3/4 Ton Cab/Chassis and/or 4WD P/U	54,933	2,000	2,000	2,000	2,000	2,000
352 Laptop Computers	34,800	0	0	0	0	0
352 Mobile Radios	52,000	0	0	0	0	0
352 Portable Suctions	27,000	0	0	0	0	0
352 Animal Transport Unit	16,770	1,500	1,500	1,500	1,500	1,500
352 Portable Generator Replacement	22,000	0	0	0	0	0
352 Public Safety Vehicle 4x4 (Pre/Post Disaster)	62,000	2,000	2,000	2,000	2,000	2,000
<b>Parks and Recreation</b>						
352 Land Acquisition	200,000	0	0	0	0	0
352 Park Development	294,322	0	0	0	0	0
352 Park Maintenance Equipment	68,182	1,000	1,000	1,000	1,000	1,000
<b>Sheriff</b>						
352 Sheriff Vehicle Replacement	4,037,983	403,798	403,798	403,798	403,798	403,798
<b>Total Local Option Sales Tax III Fund</b>	<b>31,764,500</b>	<b>511,148</b>	<b>511,148</b>	<b>511,148</b>	<b>511,148</b>	<b>511,148</b>

Escambia County Government  
Office of Management & Budget  
Adopted Capital Project Request FY 15/16  
& Five Year Operating Costs  
(ROUTINE)

Description	Adopted Total	Five-Year Operating Projection				
	2015/16	2016/17	2017/18	2018/19	2019/20	2020/21
<b>FUND: SOLID WASTE FUND</b>						
<b>Administration Division</b>						
401 Copier	7,500	0	0	0	0	0
401 Laptop Computer (3)	3,900	0	0	0	0	0
401 Printers (3)	3,600	0	0	0	0	0
<b>Engineering &amp; Environmental Quality Division</b>						
401 Submersible Pumps (3)	18,000	100	100	100	100	100
401 Laptop Computer (2)	3,000	0	0	0	0	0
<b>Recycling Division</b>						
401 1 Ton Dually Pickup Truck	35,000	4,500	4,500	5,000	5,000	55,000
401 Forklift	25,000	2,000	2,000	2,500	2,500	2,500
401 Recycling Containers (7)	25,000	0	0	0	0	0
<b>Palafox Transfer Station</b>						
401 Resurface Tipping Floor	300,000	0	0	0	0	0
<b>Landfill Gas to Energy</b>						
401 De-watering Pumps (3)	10,000	0	0	0	0	0
<b>Operations Division</b>						
401 Dell Optiplex Computer	1,400	0	0	0	0	0
401 Dump Truck (25 Ton 6x6 Articulated)	400,000	60,000	60,000	65,000	65,000	65,000
401 D8T Dozer (Rebuilt)	500,000	50,000	50,000	50,000	50,000	50,000
401 Excavator (80,000 Pound)	400,000	20,000	20,000	20,000	20,000	20,000
401 Hydraulic Submersible Pump	50,000	550	550	600	600	600
401 Laptop Computer	1,400	0	0	0	0	0
401 Tip Loader (4 yd High)	325,000	28,000	28,000	28,000	28,000	28,000
401 Trailer (100 cubic yd)	75,000	800	1,000	1,100	1,200	1,300
<b>Projects Division</b>						
401 Automated Scale Upgrade	20,000	0	0	0	0	0
401 Gas Collection & Control System	100,000	3,000	3,000	4,000	5,000	6,000
401 Leachate Treatment System	660,000	17,000	17,000	17,000	17,000	17,000
401 Service Haul Road to Class I Landfill	200,000	2,000	3,000	4,000	4,000	5,000
<b>Total Solid Waste Fund</b>	<b>3,163,800</b>	<b>187,950</b>	<b>189,150</b>	<b>197,300</b>	<b>198,400</b>	<b>250,500</b>
<b>GRAND TOTAL:</b>	<b>37,432,869</b>	<b>699,698</b>	<b>700,998</b>	<b>709,248</b>	<b>710,448</b>	<b>762,648</b>

**Escambia County Government  
Office of Management & Budget  
Adopted Capital Project Request FY 15/16  
& Five Year Operating Cost  
(NON-ROUTINE)**

		Adopted Total	Five-Year Operating Projection				
Description		2015/16	2016/17	2017/18	2018/19	2019/20	2020/21
FUND:	SOLID WASTE FUND						
	Projects Division						
401	Section 5 - Cell 1A Landfill Expansion	3,500,000	2,500,000	2,500,000	2,500,000	2,500,000	2,500,000
<b>Completion Date:</b> Fiscal Year 2016/2017							
<b>Annual Operating Costs/Savings:</b> Operating costs associated with this project will include personnel, equipment, and materials for waste disposal, stormwater controls, and leachate management activities.							
<b>Description:</b> Constuction of a 15 acre lined landfill cell, including leachate collection and storwater control infrastucture, to be built on a previously mined area of Perdido Landfill. Cell 1A will provide the County with 6 to 7 years of disposal capacity.							
GRAND TOTAL:		3,500,000	2,500,000	2,500,000	2,500,000	2,500,000	2,500,000

LOST III Planning			
Revenue and Project Projections			
	Budget	Budget	Budget
	2016	2017	2018
Expenses:			
Public Safety	269,503.00	162,000.00	0
Community Affairs	0	0	0
Public Facilities	285,000.00	384,807.00	602,781.96
Judicial	0	0	0
NESD	315,000.00	328,000.00	0
Parks	2,060,701.55	1,560,701.55	1,360,701.55
Fire Services	998,658.73	998,658.73	1,099,752.77
Sheriff	4,037,983.00	2,681,818.18	2,681,818.18
Detention	440,000.00	7,761,796.00	200,000.00
Transportation	19,505,851.00	15,997,571.00	2,827,727.00
Drainage	5,950,000.00	3,962,000.00	0
<b>Total Expenses</b>	<b>\$33,862,697.27</b>	<b>\$33,837,352.45</b>	<b>\$8,772,781.45</b>

<b>FORECAST</b>					
Description	<b>FY 2015/2016</b>	<b>FY 2016/2017</b>	<b>FY 2017/2018</b>	<b>FY 2018/2019</b>	<b>FY 2019/2020</b>
Countywide Property Tax Base	14,791,995	14,939,915	15,089,314	15,240,208	15,392,610
Unincorporated Property Tax Base	10,318,683	10,421,870	10,526,088	10,631,349	10,737,663
Historical % Increase in Ad Valorem	3.81%	0.99%	0.99%	0.99%	0.99%
Countywide Millage Rate	6.6165	6.6165	6.6165	6.6165	6.6165
Law Enforcement Millage Rate	0.685	0.685	0.685	0.685	0.685
Library Millage Rate	0.359	0.359	0.359	0.359	0.359



2015-2019

Annual Update to the Five-Year

Schedule of Capital Improvements

Transportation & Traffic LOS Analysis Report with De Minimis Report,

Traffic Volume & LOS Report and

Federal Functional Classification Map

Transportation & Traffic Operations (TTO) Narrative for FY2016 – 2020 CIP  
David Forte, Division Manager

Escambia County has budgeted approximately \$24 million for transportation improvements to the County's transportation system for FY 2016 with an additional \$38 million allocated for FY2017 to FY2020. A sizeable portion of the transportation dollars are invested in the maintenance of our transportation system, which ensures that we maintain the expected level-of-service on both State and Local roadways. Escambia County will continue growing our partnership with the both the Florida Department of Transportation and the Florida-Alabama Transportation Planning Organization ensuring that our County's transportation needs are properly fulfilled.

Escambia County TTO offers many different types of transportation improvement projects. Different types of transportation improvement projects that TTO offers include, but are not limited to roadway widening, resurfacing, turn lane modifications/installations, dirt road paving, traffic calming, and bridge maintenance, which all designed to improve safety, reduce congestion, and maintain optimal evacuation time in the event of a hurricane or other disaster.

Many of these projects promote community redevelopment and economic growth for the county. One specific project example is the Navy Boulevard Access Management and Corridor Beautification Project, which is located in the Warrington Redevelopment Area. The project will provide a welcoming and aesthetically pleasing gateway for both downtown Pensacola and Naval Air Station Pensacola. The project will also provide safety enhancements through access management and traffic operations, as well as bicycle and pedestrian features. Another great example is the Beulah Beltway / I-10 Interchange Project, which will ultimately provide a limited access beltway from Nine Mile Road along Beulah Road north through I-10 to US29 with a new interchange at I-10. This capacity project will provide another roadway access for the efficient movement of goods and people within the central area of Escambia County that will improve commerce, and will improve both our local and regional economies.

Escambia County TTO also offers a Neighborhood Enhancement Program (NEP) to provide safe alternatives to vehicular travel. The NEP includes funding for ADA upgrades to our transportation system, bus stop improvements, traffic calming within our residential communities, and radar speed signs for enhanced safety throughout our County.

Escambia County will continue our commitment to adequately fund transportation improvements for the both short and long term. Working with our citizens and partners, we will continue to prioritize and implement projects to improve safety, maintain a high level of service, and promote economic growth.

CIP 2016 - 2020 TRANSPORTATION PROJECTS										
Project Name	Location	Funding Source	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	Total Project Cost	Comp Plan Objectives	Notes
Beulah Beltway / I-10 Interchange Design	Beulah Rd from Nine Mile Rd to I-10, including new interchange	LOST III		\$1,000,154	\$599,846			\$1,600,000	MOB 8-1.1; MOB 8-1.3; MOB 8-1.4; MOB 8-1.5; MOB 8-1.6	Funds to be used to complete NEPA, design on south segment (9 Mile Rd. to north of I-10 along Beulah Rd.)
Blue Angel Parkway	Sorrento to US98	TBD				\$5,000,000	\$5,000,000	\$10,000,000	MOB 8-1.1; MOB 8-1.3; MOB 8-1.4; MOB 8-1.5; MOB 8-1.6	\$15M ROW estimate of Local Funds to be divided at \$5M in FY 19, 20, and 21
Bridge Renovations	Countywide	LOST III	\$1,270,162	\$1,016,666	\$516,670			\$2,803,498	MOB 8-1.1; MOB 8-1.3; MOB 8-1.4; MOB 8-1.5; MOB 8-1.6	Funds to improve bridge safety countywide based on bridge plan
Burgess/ Creighton Extension	Burgess/Creighton extension from Hilburn Dr to US 29	LOST III		\$1,000,000				\$1,000,000	MOB 8-1.1; MOB 8-1.3; MOB 8-1.4; MOB 8-1.5; MOB 8-1.6	TPO Project Priority #8; FDOT to fund addt. ROW in FY21 for \$3.24M; No CST funds committed at this time
Burgess Rd Sidewalks	Davis Hwy to Sanders Rd	LOST III			\$350,000			\$350,000	MOB 8-1.1; MOB 8-1.3; MOB 8-1.4; MOB 8-1.5; MOB 8-1.6	Awaiting City of Pensacola partnership
Congestion Improvements	Countywide	LOST III	\$818,000	\$1,618,000.00				\$2,436,000	MOB 8-1.1; MOB 8-1.3; MOB 8-1.4; MOB 8-1.5; MOB 8-1.6	Projects to improve traffic and freight flow see PIIP and safety enhancement projects.
Dawson Road Bridge Replacement	Dawson Rd over Pritchett Mill (Bridge No. 484046	TBD			\$454,545			\$454,545	MOB 8-1.1; MOB 8-1.3; MOB 8-1.4; MOB 8-1.5; MOB 8-1.6	New FDOT Bridge Replacement Program; Locality funds design, and 25% of ROW and CST
Detroit Blvd. Safety Upgrades	Detroit Blvd. from US 29 west to Pine Forest Rd.	LOST III	\$1,936,000					\$1,936,000	MOB 8-1.1; MOB 8-1.3; MOB 8-1.4; MOB 8-1.5; MOB 8-1.6	Previous Congestion Improvements LOST III Funding
Dirt Rd Paving	Countywide	LOST III	\$2,500,000	\$3,000,000				\$5,500,000	MOB 8-1.1; MOB 8-1.3; MOB 8-1.4; MOB 8-1.5; MOB 8-1.6	See DRP Plan
Doug Ford Drive	Doug Ford Dr. and Sorrento Road intersection	LOST III	\$200,000					\$200,000	MOB 8-1.1; MOB 8-1.3; MOB 8-1.4; MOB 8-1.5; MOB 8-1.6	Previous Congestion Improvements LOST III Funding
E' Street Improvements	Leonard Dr to Cervantes St	LOST III	\$400,000					\$400,000	MOB 8-1.1; MOB 8-1.3; MOB 8-1.4; MOB 8-1.5; MOB 8-1.6	Englewood CRA District
Highway 297A Widening	Muscogee Rd to County Road Camp	LOST III	\$3,000,000					\$3,000,000	MOB 8-1.1; MOB 8-1.3; MOB 8-1.4; MOB 8-1.5; MOB 8-1.6	Widening and Drainage Improvements
ITS Application	Countywide	LOST III		\$1,462,936				\$1,462,936	MOB 8-1.1; MOB 8-1.3; MOB 8-1.4; MOB 8-1.5; MOB 8-1.6	Implementation of ITS Countywide. Refer to FDOT Regional ITS Master Plan; FDOT has programmed \$2.313M in FY21 for ITS Implementation
Kingsfield Rd Extension	Beulah Rd to CR 97	LOST III		\$665,193				\$665,193	MOB 8-1.1; MOB 8-1.3; MOB 8-1.4; MOB 8-1.5; MOB 8-1.6	Support Sector Plan Growth
Navy Blvd. Access Mgt. and Beautification Project Design	Navy Blvd. from Bayou Chico Bridge west to New Warrington	LOST III	\$1,500,000			\$825,000		\$2,325,000	MOB 8-1.1; MOB 8-1.3; MOB 8-1.4; MOB 8-1.5; MOB 8-1.6	Community and Environment Department LOST III Funds; Will receive \$825K match funds thru CIGP Grant
Muscogee Rd	US 29 to Alabama State Line	EDTF Grant FY 16 and LOST III FY 17	\$1,950,000	\$1,047,000				\$2,997,000	MOB 8-1.1; MOB 8-1.3; MOB 8-1.4; MOB 8-1.5; MOB 8-1.6	Roadway widening and Drainage Improvements
Neighborhood Enhancements - Bus Stops / Amenities	Countywide	LOST III	\$35,000	\$100,000	\$100,000				MOB 8-1.1; MOB 8-1.3; MOB 8-1.4; MOB 8-1.5; MOB 8-1.6	Upgrades and improvements to Fixed Route Bus Stops
Neighborhood Enhancements - Traffic Calming	Countywide	LOST III	\$300,000	\$300,000	\$300,000				MOB 8-1.1; MOB 8-1.3; MOB 8-1.4; MOB 8-1.5; MOB 8-1.6	Traffic Calming anticipated for all districts
Neighborhood Enhancements - ADA Upgrades	Countywide	LOST III	\$300,000	\$300,000	\$1,070,000				MOB 8-1.1; MOB 8-1.3; MOB 8-1.4; MOB 8-1.5; MOB 8-1.6	Resurfacing / ADA Upgrades
Neighborhood Enhancements - Radar Speed Signs	Countywide	LOST III	\$65,000	\$65,000	\$65,000				MOB 8-1.1; MOB 8-1.3; MOB 8-1.4; MOB 8-1.5; MOB 8-1.6	Radar Speed Signs for Schools

O C Phillips Road Bridge Replacement	O C Phillips Road over Brushy Creek (Bridge No. 484029)	TBD			\$454,545				MOB 8-1.1; MOB 8-1.3; MOB 8-1.4; MOB 8-1.5; MOB 8-1.6	New FDOT Bridge Replacement Program; Locality funds design, and 25% of ROW and CST
Old Chemstrand / CR95A	Intersection Improvements	LOST III	\$300,000					\$300,000	MOB 8-1.1; MOB 8-1.3; MOB 8-1.4; MOB 8-1.5; MOB 8-1.6	Previous Congestion Improvements LOST III Funding
Perdido Key Drive - Design	Perdido Key Dr between AL and the south end of the ICWW Bridge	TBD					\$164,000	\$164,000	MOB 8-1.1; MOB 8-1.3; MOB 8-1.4; MOB 8-1.5; MOB 8-1.6	TRIP matching funds for FDOT design. TPO priority #25
Pinestead / Longleaf Design & Construction	Pinestead and Longleaf from US 29 to Pine Forest Rd.	LOST III	\$7,010,000	\$900,000	\$960,000			\$8,870,000	MOB 8-1.1; MOB 8-1.3; MOB 8-1.4; MOB 8-1.5; MOB 8-1.6	TPO priority #10.
Resurfacing	Countywide	LOST III	\$1,732,689	\$1,584,622	\$751,211			\$4,068,522	MOB 8-1.1; MOB 8-1.3; MOB 8-1.4; MOB 8-1.5; MOB 8-1.6	See Resurfacing Plan
Sidewalks Design / Construction	Countywide	LOST III	\$836,000	\$300,000	\$214,000			\$1,350,000	MOB 8-1.1; MOB 8-1.3; MOB 8-1.4; MOB 8-1.5; MOB 8-1.6	County Wide Safe Walk to School support program.
Traffic Calming	Countywide	LOST III	\$200,000					\$200,000	MOB 8-1.1; MOB 8-1.3; MOB 8-1.4; MOB 8-1.5; MOB 8-1.6	Last year of dedicated funding for solely traffic calming projects (less ADA, lighting, etc.)

2015-2019

Annual Update to the Five-Year  
Schedule of Capital Improvements

Stormwater/Drainage LOS Analysis Report

Escambia County has determined that proper management of stormwater is necessary to reduce the frequency of flooding and to improve the quality of runoff reaching surface water bodies. To this end, the County originally contracted with stormwater consultants to develop a Stormwater Master Plan (SWMP) Needs Assessment list that was completed in November 1994. The Plan included inventories of existing stormwater systems throughout the County and also included detailed Master Drainage Plan studies for three of the County's 41 major watershed drainage basins: specifically Eight Mile Creek, Eleven Mile Creek, and Scenic Hills Basin.

The Plan identified future stormwater improvement projects and ranked them according to specified criteria. These were identified on a preliminary Capital Improvement Plan Project List that contained 87 proposed projects. From that List, the Escambia County Board of County Commissioners selected 30 projects to be completed within a 3-year Capital Improvement Plan (CIP) period. The intent has been to periodically update the Stormwater Master Plan and construct projects identified on the List in an orderly fashion.

Of the County's 41 watershed drainage basins, 18 detailed basin master plan studies have been completed. It is anticipated additional basin studies will be contracted in successive years until all 41-basin master plan studies are completed as funding becomes available. This watershed basin approach identifies existing structural and non-structural stormwater systems that exist in each drainage basin, surveys property owners within the basins to determine their concerns, and identifies recommended future stormwater and drainage projects that will reduce flooding and improve water quality in each basin.

The County will continue the Basin Study Program in an effort to stay ahead of anticipated growth in terms of water quality and flood control, improve existing deficiencies with flooding and water quality, develop reasonable cost estimates, and prioritize projects to ensure proper planning and funding of future infrastructure needs.

Previously, in 1998, Escambia County was issued its first National Pollutant Discharge Elimination System (NPDES) Permit for its Municipal Separate Storm Sewer System (MS4). The initial MS4 permit expired and was appropriately re-permitted in January 2012. One of the requirements of the NPDES Permit is establishment of a long-term stormwater quality-monitoring program designed to document and illustrate improvements within the County. The NPDES Stormwater Monitoring Plan will be implemented for the duration of the permit (5 years) and includes a plan to identify sources and impacts of specific

stormwater pollutants, as well as identifying the most cost-effective stormwater controls.

In addition to the water quality monitoring requirement, the Florida Department of Environmental Protection (FDEP) has conducted additional water quality monitoring within the Escambia Bay System during 2004 and within the Perdido Bay System in 2005. This additional sampling was done to confirm which waterbodies would make the 303(d) Verified List of Impaired Waters. Waterbodies placed on the Verified List are required to have Total Maximum Daily Loads (TMDLs) calculated. Calculated TMDLs may restrict future allowable discharges in watersheds that have one or more impaired waters and may potentially restrict future economic development within those impaired watersheds. FDEP has encouraged local governments to stay involved in the TMDL process. The County elected to assist FDEP with the additional TMDL sampling, data collection, and analysis of the Escambia and Perdido Bay watersheds. TMDL monitoring activities and NPDES Stormwater Monitoring requirements directly require the County to be more actively involved in assessing water quality, which in turn requires adequate staff, and budgeting for necessary water quality sampling equipment.

Later, in September 2003, the County prepared the *Escambia County Ambient Water Quality Report*, which is the first phase of a countywide watershed management approach. This report provides a preliminary evaluation of the status of water quality in Escambia County utilizing the FDEP methodology described in Chapter 62-303 F.A.C. (*Identification of Impaired Surface Waters and Criteria for Surface Water Quality Classification*). In this report, statistical analysis of water quality data was utilized to list and rank Escambia County water bodies according to their degree of water quality impairment. This ranking enables the county to prioritize stormwater and water quality improvement projects in those watersheds that are most impaired.

In December 2003, the County prepared the *LOST Funding for Stormwater Management – Flooding and Water Quality Enhancement Program Report*, which is a review of flooding and stormwater quality improvement projects funded by the County's Local Option Sales Tax (LOST) program. Projects included in the report are paving and stabilization of dirt roads that reduce sedimentation and turbidity in streams and installation of structural stormwater Best Management Practices (BMPs) to reduce flooding and further improve water quality. Projects that were completed by the end of 2002 are reviewed in the report and projects that were proposed through 2007 were discussed to examine their anticipated benefits. This report analyzed the flooding and water quality enhancement benefits that have been achieved by the County, and it updates the County's Stormwater Master Plan basin by basin.

In 2008 and 2009, the Escambia County Water Quality Division received grant funding from the Florida Legislature and FDEP to identify and prioritize areas of nonpoint source pollution in Perdido Bay and Pensacola Bay. Sediment and water samples were collected from over 200 outfalls, ditches, swales, creeks, and rivers to determine which areas contributed the greatest pollutant loading. This data is used to prioritize and design future water quality improvement projects.

In 2012, following the new MS4 permit, the County started pollutant loading evaluations based upon the Florida Stormwater Association (FSA) Stormwater calculator. Stormwater pollutant loads for Total Nitrogen (TN) and Total Phosphorous (TP) decreased in 2013 and 2014 due to a number of new ponds, stormwater treatment vaults, and stream restoration projects being constructed (i.e., Fairway Drive Pond, Saufley Field Pond, P and Jordan Pond, Lexington Terrace Treatment System, Bartow Avenue Area Stormwater Treatment Vault, Brookhollow Subdivision Pond, and East Jones Creek Restoration Project).

BMPs such as street sweeping, jet vacuuming of storm pipes, and spoil removal during ditch maintenance have effectively lowered TN and TP levels. Water quality data collected for the Bayou Chico fecal coliform BMAP identifies the need for restoration efforts. The Eleven Mile and Ten Mile Creek Bacteria Pollution Control Plan (BPCP) Monitoring Program has provided water quality data helpful in prioritizing SWMP efforts to maximize pollutant load reductions and monitor effectiveness.

Recently in 2014, the County contracted with a local firm to complete a Stormwater Needs Assessment Report that identified 228 specific projects after review of all Master Drainage plans and other identified stormwater problem areas. All the projects were ranked in order of priority and this establishes a plan of action to address stormwater improvement needs. The priority scoring uses criteria established in the Basin Study Guidelines. This report was recommended by the Storm Water Advisory Team (SWAT). SWAT was established following the April 2014, declared storm event disaster, to provide stormwater recommendations associated with stormwater management in Escambia County. As funding becomes available higher priority, cost effective projects will move forward.



2015-2019

Annual Update to the Five-Year  
Schedule of Capital Improvements

Parks & Recreation LOS Analysis  
Report w/ Recreational Service District &  
Park Location Map

Parks / Open Space LOS Analysis  
Michael Rhodes, Department Director  
Parks & Recreation

The current LOS standard for recreation and open space, as identified in the Escambia County Parks and Recreation Comprehensive Master Plan and in Comprehensive Plan Policy REC 1.3.6, is listed as follows:

Barrier Island RSD 1 acre/1000 people within the Recreation Service District.

Urban RSD 1 acre/1000 people within the Recreation Service District.

Suburban RSD 1 acre/1000 people within the Recreation Service District.

Rural RSD 1 acre/1000 people within the Recreation Service District.

When reviewing the current park inventory, Escambia County meets and or exceeds the adopted LOS for parks and recreation.

Recreation Service District	Park Classification	Acreage	Number of Locations
<b>Barrier Island</b>	Neighborhood	5.98	7
	Community Centers	0	0
	Regional	918	8
	Undeveloped	0	0
	<b>TOTAL</b>	<b>923.98</b>	<b>15</b>
<b>Urban</b>	Neighborhood	84.85	44
	Community Centers	16	5
	Regional	251.7	17
	Undeveloped	385	1
	<b>TOTAL</b>	<b>737.55</b>	<b>67</b>
<b>Suburban</b>	Neighborhood	99.38	24
	Community Centers	7	2
	Regional	762.65	19
	Undeveloped	7	2
	<b>TOTAL</b>	<b>876.03</b>	<b>46</b>
Recreation Service District	Park Classification	Acreage	Number of Locations
<b>Rural</b>	Neighborhood	9	4
	Community Centers	12	5
	Regional	291	12
	Undeveloped	0	0
	<b>TOTAL</b>	<b>312</b>	<b>21</b>

Escambia County has identified revised standards to include park categories, special use parks and amenities for the development of future and existing park inventory. The newly proposed LOS Standards for Parks and Recreational Facilities by Population are identified in the Escambia County 2007 EAR, Table 4.10.

The justification for including park development funding in the Capital Improvement Program is for the addition of park amenities, such as, playground structures, park shelters, sports fields and courts, open play spaces and nature trails.

An updated park matrix is provided that includes individual park amenities, respective district, classification of respective park, and other pertinent details. This chart will be updated annually as park amenities are added or additional parks be added to the county inventory.

	Escambia County Parks Recreation									Dikey	Baseball	Softball	T Ball	Kids 18	Swim	Pavilion	Marathon	Boat Ramp	Playground	Walk Path	Basketball	Public	Dog Park
	Park	Proj. ID	Address	City	Zip	TYPE	RSD	Category															
1	Aero Vista	97PK017	120 Marine Drive	Warrington	32507	Neighborhood	Urban	d	1	2	X											X	
2	Aviation Field	04PK002	2900 Miller Street	Pensacola	32503	Neighborhood	Urban	d	2	3	X				X			X		X			
3	Avondale	97PK009	6809 Vestavia Lane	Pensacola	32526	Neighborhood	Urbanizing	d	8	1	X				X			X	X	X	X		
4	Baars Field Athletic Park	97PK013	13001 Sorrento Rd	Pensacola	32507	Athletic	Urbanizing	Community	8	2	X	X	X					X					
5	Barrineau Park & Community Ctr	97PK054	6055 Barrineau Park School Rd.	Molino	32577	Community Center	Rural	Community	3	5	X							X			X		
6	Barrington Court	97PK055	Median - 77th/Barrington	Pensacola	32506	Neighborhood Unimproved	Urban	d	0.25	2													
7	Beggs Lane	97PK056	Beggs Lane	Pensacola	32505	Neighborhood Unimproved	Urban	d	0.25	3													
8	Bellview Athletic Park	97PK014	2750 Longleaf @ Packer	Pensacola	32526	Athletic	Urbanizing	Community	20	1	X	X	X	X	X			X				X	
9	Beulah Community Ctr	97PK057	7425 Woodside Road	Pensacola	32526	Community Center	Urbanizing	Community	5	1	X				X			X	X		X		
10	Beulah Regional Park	08PR091	7820 Mobile Hwy.	Pensacola	32526	Neighborhood	Urbanizing	Regional	8	1	X				X			X	X		X	X	
11	Bill Dickson Park & BR/Bayou Grande	04PK005	3151 Fenceline Rd.	Pensacola	32507	Boat Ramp	Urbanizing	Regional	49	2	X				X	X	X	X			X	X	
12	Bluff Springs	97PK058	Curly Brooks Rd.	Bluff Springs	32535	Neighborhood Unimproved	Rural	Community	3	5													
13	Bluff Springs Boat Ramp	97PK058	End of Bluff Springs Rd.	Bluff Springs	32535	Boat Ramp	Rural	Community	1	5								X					
14	Bogia Boat Ramp	97PK110	End of Bogia Road	McDavid	32568	Boat Ramp	Rural	Community	0.5	5								X					
15	Bradberry Athletic Park	97PK050	4760 Highway 99A	Molino	32577	Athletic	Rural	Regional	7	5	X	X	X		X			X			X		
16	Travis M. Nelson Park (formally Bratt Pk)	02PK003	4525 West Hwy 4	Bratt	32535	Neighborhood Unimproved	Rural	Neighborhood	40	5	X	X			X			X			X		
17	Brenda Lane Park	97PK060	Brenda/Sandra Ave	Pensacola	32506	Neighborhood Unimproved	Urban	Community	1	2													
18	Brent Athletic Park	97PK039	4711 N. "W" Street	Pensacola	32505	Athletic	Urban	Regional	30	3	X	X	X	X	X							X	
19	Brentwood	97PK031	4905 N. Palafox Street	Pensacola	32505	Neighborhood	Urban	d	3	3	X				X			X	X	X	X		
20	Bristol	97PK018	5311 Bristol Avenue	Pensacola	32505	Neighborhood	Urban	d	3	1	X				X			X	X	X	X		
21	Brosnaham Athletic Park	97PK005	10370 Ashton Brosnaham	Pensacola	32534	Athletic	Urbanizing	Regional	110	5	X				X	X		X			X	X	
22	Byrneville Community Center	97PK047	1707 Highway 4-A	Century	32535	Community Center	Rural	Community	4	5	X					X			X		X	X	
23	Cantonment Youth Athletic Park	98PK002	681 Well Line Road	Cantonment	32533	Athletic	Urbanizing	Regional	30	5	X	X	X	X	X			X			X		
24	Carriage Hills/Charbar	97PK011	1810 Broyhill Drive	Pensacola	32526	Neighborhood	Urbanizing	Neighborhood	1.5	1	X				X			X			X		
25	Carver	97PK044	208 Webb Street	Cantonment	32533	Neighborhood	Urbanizing	Community	2	5	X				X			X		X	X		
26	Chimes Way	97PK100	5002 Chimes Way	Pensacola	32505	Neighborhood	Urban	d	3	3	X							X	X	X	X		
27	Civitan	97PK019	404 2nd Street	Warrington	32507	Neighborhood	Urban	d	2	2	X				X	X		X	X	X	X		
28	Coronado Boat Ramp	97PK062	5700 B Coronado	Pensacola	32507	Boat Ramp	Urbanizing	Neighborhood	0.1	2	(not developed)					X	X						
29	Corry I	97PK020	120 Manchester Street	Warrington	32507	Neighborhood	Urban	d	2	2	X					X			X	X		X	
30	Corry II	97PK063	Cavalier/Delray	Warrington	32507	Neighborhood	Urban	d	0.5	2													
31	Cotton Lake Boat Ramp	97PK109	Cotton Lake Road	McDavid	32568	Boat Ramp	Rural	Community	0.5	5								X					
32	Davisville Community Center	97PK065	10200 S. Hwy. 97	Davisville	32535	Community Center	Rural	Community	2.89	5	X								X				
33	Dickson	00PK009	1102 Paulding Rd.	Warrington	32507	Neighborhood	Urban	d	3	1	X				X			X	X	X	X		
34	Diego Circle	99PK001	751 Massachusetts Ave.	Pensacola	32503	Neighborhood	Urban	d	1	3	X				X			X	X	X	X		
35	Don Sutton	97PK049	2320 Crabtree Church Rd	Molino	32577	Athletic	Rural	Regional	12	5	X	X	X		X			X	X	X	X		
36	Dorrie Miller Community Center	97PK033	2819 Miller Street	Pensacola	32503	Community Center	Urban	Community	4	3	X				X			X		X	X		
37	Ebonwood Park & Community Center	97PK032	3511 West Scott Dr	Pensacola	32503	Community Center	Urban	Community	5	3	X								X	X			
38	El Dorado		8269 El Dorado Dr.	Pensacola	32506	Neighborhood Unimproved	Urbanizing	Neighborhood	13.4	1	(not developed)												
39	Englewood Park & Community Cntr.	97PK035	1250 Leonard Street	Pensacola	32501	Community Center	Urban	Community	3	3	X				X			X		X	X		
40	Equestrian Center	00PK003	7750 Mobile Highway	Pensacola	32526	Special Use	Urbanizing	Regional	187	1	X									X		X	
41	Fairway/Country Club Dr	97PK066	Fairway/Country Club Dr.	Pensacola	32507	Neighborhood	Urban	Neighborhood	0.1	2	X				X								
42	Felix Mga Community Center	97PK030	904 N. 57th Avenue	Pensacola	32506	Community Center	Urban	Community	1	2	X												
43	Forte Estates	97PK022	77th Ave. & Barrington	Pensacola	32506	Neighborhood Unimproved	Urban	d	0.5	2													
44	Galvez Boat Ramp	97PK069	Off Innerarity Point Road	Pensacola	32507	Boat Ramp	Urbanizing	Regional	0.5	2	X						X	X				X	
45	Garcon Bayou Nature Park	99PK002	55 Doug Ford Drive	Pensacola	32507	Nature Preserve	Urbanizing	Community	18	2	X				X			X				X	
46	Gene Pickerill/Sherwood	97PK026	18 Gamwell Rd	Pensacola	32506	Neighborhood	Urban	Neighborhood	2	2	X				X			X	X	X	X		
47	Gonzalez	97PK070	Gonzalez & Wentworth	Pensacola	32505	Neighborhood	Urban	d	0.25	2													
48	Harvester Homes I	97PK046	430 Belmont Street	Cantonment	32533	Neighborhood	Urbanizing	Neighborhood	0.5	5	X										X	X	
49	Harvester Homes II	97PK068	404 Lakeview Rd	Cantonment	32533	Neighborhood	Urbanizing	Neighborhood	0.5	5	X							X				X	
50	Hellen Caro Elementary	01PK004	12551 Meadson	Pensacola	32507	Neighborhood	Urbanizing	Neighborhood	25	1	X							X					
51	Harbour Pl @ Aileron					Neighborhood Unimproved	Urbanizing	Neighborhood	1.23	(not developed)													
52	Heritage Lakes	05PK002	Harbour Pl @ Aileron	Pensacola	32506	Neighborhood Unimproved	Urbanizing	Neighborhood	1.23	(not developed)													

Abbrev: Ath=Athletic; CC=Community Center; R=Boat Ramp; B=Boat; U=Unimproved; E=Equestrian; M=Med; P=Plan; Sch=School; C=Campground; REG=Regional; ROW=Right Of Way; Misc=Miscellaneous

	Escambia County Parks Recreation																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																								
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Escambia County Parks Recreation										Diaper	Baseball	Softball	T Ball	Kids	Swing	Pavilion	Marathon	Boat Ramp	Campground	Hike path	Basketball	Play Park
	Park	Proj. ID	Address	City	Zip	TYPE	RSD	Category	Acres													
103	Perdido Key Access 3 - River Rd	97PK088	14767 Perdido Key Dr	Pensacola	32507	Public Beach	Barrier Island	Regional	0.5	2	X					X						X
104	Perdido Kids Park	06PK001	10004 Gulf Beach Highway	Pensacola	32507	Neighborhood	Suburban/Urbanizing	Regional	3	2	X				X		X				X	
105	Perdido Manor	97PK089	Perdido Manor Subd	Pensacola	32506	Neighborhood Unimproved	Suburban/Urbanizing	Neighborhood	0.5	2												
106	Perdido River Walk	97PK088	13011 Beulah Rd.	Cantonment	32533	Greenway	Suburban/Urbanizing	Regional	10	5												
107	Pine Valley Quintette	97PK090	Fridinger Drive	Pensacola	32526	Neighborhood Unimproved	Suburban/Urbanizing	Neighborhood	5	1												
108	Athletic Park Quintette	97PK091	2490 Quintette Lane	Cantonment	32533	Athletic	Suburban/Urbanizing	Community	18	5	X	X										
109	Community Ctr	97PK091	2490 Quintette Lane	Cantonment	32533	Community Center	Suburban/Urbanizing	Community	2	5	X				X		X				X	
110	Raines Terrace	97PK092	Cedarwood Village & Raines	Pensacola	32514	Neighborhood Unimproved	Urban	Neighborhood	1.5	4												
111	Raymond Riddles Athletic Park	97PK040	1704 N. "W" Street	Pensacola	32505	Athletic	Urban	Community	5	3	X	X	X				X					
112	Regency	97PK008	8245 Fathom Rd.	Pensacola	32514	Neighborhood	Urban	Community	10	4	X				X		X	X	X	X	X	X
113	River Gardens	97PK093	Scenic Hwy. & 9 Mile Road	Pensacola	32514	Neighborhood Unimproved	Urban	Neighborhood	3.32	4												
114	River Road Park I		14484 River Road	Pensacola	32507	Neighborhood	Barrier Island	Neighborhood	0.5	2	X				X	X	X				X	
115	River Road Park II	97PK085	Across from Perdido Garden Subd.	Pensacola	32506	Neighborhood Unimproved	Barrier Island	Neighborhood	0.5	2					X	X						
116	R. L. King / Bayou Marcus	97PK010	7705 Lenora Street	Pensacola	32526	Neighborhood	Suburban/Urbanizing	Neighborhood	4	1	X				X		X	X	X		X	
117	Serenity Park		Serenity Cir.	Pensacola	32506	Unimproved	Urbanizing	d	0.23	1	(not developed)											
118	SRIA - Ft. Pickens Boat Ramp	97PK104	Ft. Pickens Road	Pensacola Bcl	32561	Boat Ramp	Barrier Island	Regional	1	4							X					
119	SRIA - Ft. Pickens Gate Rec. Area		Ft. Pickens Road	Pensacola Bcl	32561	Public Beach	Barrier Island	Regional	3	4	X				X	X					X	
120	SRIA - Casino Beach		Pensacola Beach Blvd./Ft. Pickens	Pensacola Bcl	32561	Public Beach	Barrier Island	Regional	23	4					X							
121	SRIA - Crowley	97PK064	Ariola Drive	Pensacola Bcl	32561	Neighborhood	Barrier Island	d	1	4	X				X		X	X				
122	SRIA - Pensacola Bch Gulf Pier		41 Ft. Pickens Rd.	Pensacola Bcl	32561	Fishing Pier	Barrier Island	Regional	0	4						X						
123	SRIA - Pensacola Bch Soundside	04PK008	3000 Via DeLuna	Pensacola Bcl	32561	Nature Preserve	Barrier Island	Regional	517	4						X						
124	SRIA - Quietwater Bch Boat Ramp		Pensacola Beach Blvd.	Pensacola Bcl	32561	Boat Ramp	Barrier Island	Regional	1	4						X	X					
125	SRIA - Quietwater Bch Rec Area		Pensacola Beach Blvd.	Pensacola Bcl	32561	Public Beach	Barrier Island	Regional	1	4	X	X			X		X				X	
126	Santa Maria Plaza/Farm Hill Athletic Park	97PK048	199 Madrid Rd.	Cantonment	32533	Athletic	Suburban/Urbanizing	Community	3	5	X	X			X		X	X	X		X	
127	Shady Terrace	97PK042	3708 Pompano Drive	Pensacola	32514	Neighborhood	Urban	d	1.5	4	X						X					
128	Shell Street	97PK043	5550 Shell Street	Pensacola	32503	Neighborhood	Urban	d	2	4	X				X		X				X	
129	South Fairfield	00PK002	End of South Fairfield	Pensacola	32507	Neighborhood	Urban	d	1	2						X					X	
130	Spanish Trail	97PK094	Spanish Trail Villa / Old Spanish Tr.	Pensacola	32526	Neighborhood Unimproved	Urban	Neighborhood	0.25	4												
131	St. Augustine	97PK095	St. Augustine/St. Elmo	Pensacola	32503	Neighborhood Unimproved	Urban	Neighborhood	0.5	3												
132	Star Lake	01PK005	Star Lake Drive/Triangle	Warrington	32507	Neighborhood Unimproved	Urban	Neighborhood	1	2												
133	SW Escambia Sports Complex/Athletic Park	08PR109	2020 Bauer Rd.	Pensacola	32506	Athletic	Suburban/Urbanizing	Regional	217	1												
134	Tangen Heights	97PK012	4810 Cochise Street	Pensacola	32526	Neighborhood	Suburban/Urbanizing	Neighborhood	1	1	X						X				X	
135	Treasure Hills	05PK001	12839 Beckstrom Rd.	Pensacola	32507	Neighborhood Unimproved	Suburban/Urbanizing	Community	3.96	2	X						X					
136	Tulip	97PK029	4855 Tulip Drive	Pensacola	32506	Neighborhood	Urban	d	2	2	X				X		X				X	
137	Twin Lake Estates		Off end of Twin Lakes Dr.	Pensacola	32504	Neighborhood Unimproved	Urban	Neighborhood	0	3												
138	Villa De Casa		7201 Bruner St.	Pensacola	32526	Neighborhood Unimproved	Suburban/Urbanizing	Neighborhood	0.12	1	(not developed)											
139	Walnut Hill Community Center	97PK096	7850 Hwy. 97	Walnut Hill	32568	Community Center	Rural	Community	0.75	5	X						X					
140	Water's Beach Park		Americus Ave. @ Athens Ave.	Pensacola	32507	Neighborhood Unimproved	Suburban/Urbanizing	Neighborhood	0	2	(not developed)											
141	Wedgewood	97PK038	3420 Pinestead, Lot 1	Pensacola	32503	Neighborhood	Urban	Community	8	3	X				X		X	X	X	X	X	
142	Weller Boat Ramp	97PK097	Weller Rd @ Bayou Grande	Pensacola	32507	Boat Ramp	Suburban/Urbanizing	Neighborhood	0.25	5					X	X						
143	Wildlife Sanctuary NWFL	00PK008	205 N. "S" Street	Pensacola	32505	Nature Preserve	Urban	Community	5	2	X											
144	Woodlands	97PK098	9619 Sunnehanna Blvd.	Pensacola	32514	Neighborhood Unimproved	Suburban/Urbanizing	Neighborhood	1	5												
145	Woodrun Park	05PK004	9329 Woodrun Rd.	Pensacola	32514	Neighborhood Unimproved	Urban	Neighborhood	3.9	5	(not developed)											
146	Yoakum Court	97PK099	Yoakum Court	Pensacola	32505	Neighborhood Unimproved	Urban	Neighborhood	0.5	3												



Alabama

COUNTY PARKS	
TYPE	
	ATHLETIC
	BEACH ACCESS
	BOAT RAMP
	COMMUNITY CENTER
	FISHING PIER
	GREENWAY
	NATURE PRESERVE
	NEIGHBORHOOD
	NEIGHBORHOOD UNIMPROVED
	PUBLIC BEACH
	SPECIAL USE

This map was prepared by the Escambia County Development Services and is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered. Prepared: 3-2014

## CIP ESCAMBIA COUNTY PARKS

5.5 2.75 0 5.5 11 Miles

2015-2019

Annual Update to the Five-Year  
Schedule of Capital Improvements

Solid Waste LOS Analysis Report



## Solid Waste LOS Analysis - 2015

Brent Schneider

Department of Waste Services

Manager Engineering & Environmental Quality

The adopted level of service standard for solid waste is a disposal rate of six pounds per capita per day. Escambia County continues to maintain its solid waste level of service commitments under the comprehensive plan, which is to provide adequate municipal solid waste disposal capacity of 6 pounds per capita per day by allocating funding for future landfill construction and closure of cells. These cells are required since the County must provide adequate disposal capacity for its citizens. The population growth is anticipated to be 1% for the near future, so the County funds the cell expansion as required to ensure there is no deficiency in required landfill capacity. Currently, the average waste acceptance is 700 tons/day and compaction density for our waste stream averages at least 1500 pounds per cubic yard. This compaction rate may change in the future as the methodology and waste compositions vary.

The Perdido Landfill has remaining filling capacity through the end of 2017 based on the current footprint. Perdido Landfill Mining Phase I was completed at the end of 2011 and will facilitate construction of the future expansion cell, Section 5 Cell 1A. Funding for construction of Section 5 Cell 1A will be included in Fiscal Years 2016 and 2017 at \$7,500,000. Construction of Section 5 Cell 1A will begin in early 2016 and will be available for use in 2017 with a five-year capacity.

Funding for the closure costs are accrued and escrowed each year as required by Chapter 62-701, F.A.C.,. The total acreage for the Perdido Landfill facility is 955 acres, which includes permitted disposal areas, service areas, materials recycling and yard waste recycling, 352 acres, conservation 172 acres and future expansion (Section Six), 431 acres. The current build-out for disposal is 141 acres, through Section 5, Cell 3 providing solid waste disposal capacity through 2033. Disposal capacity in Section Six is estimated at 50 to 70 years. All capital projects underway and into the near future are fully funded.

Clearly, with the appropriately timed expansions, the County has sufficient capacity at the Perdido Landfill to accommodate current development and growth during the planning period.

2015-2019

Annual Update to the Five-Year  
Schedule of Capital Improvements

Mass Transit

# ESCAMBIA COUNTY AREA TRANSIT

## REVENUE ESTIMATE WORKSHEET

Fiscal Year 2015- 2016

FUND	MASS TRANSIT (104)
FUNCTION	Transportation
ACTIVITY	Transit Systems

DEPARTMENT	Public Works
DIVISION	Mass Transit
COST CENTER	Operations

### CURRENT SERVICE LEVEL

Date: Nov 3, 2015

TreSun Revenue Code	Description	Source of Funding	FY 2012/13 Adopted	FY 2013/14 Adopted	FY 2014/15 Adopted	FY 2015/16 Adopted
104-331431	FTA - Program Support and Administration	F	98,000	100,000	100,000	100,000
104-331440	FTA-Preventive Maintenance	F	1,692,210	1,643,000	1,505,004	1,642,794
104-331 441	FTA - ADA Capital Costs	F	300,000	300,000	300,000	300,000
	FTA - Operating Assistance	F	0	327,754	0	0
104-331 New	FTA-New Freedom Funding	F	51,527	40,000	40,000	40,000
104-331 New	FTA-JARC Funding	F	20,000	20,000	20,000	20,000
104-331469	Paratransit Trip&EqP Grant		0	0	657,721	657,565
104-334401	FDOT - Operating Assistance	S	774,933	792,000	800,000	800,000
104-334402	FDOT - Urban Corridor - Blue Angel Service	S	0	0	0	0
104-334403	FDOT-Service Development, Beach Service	S	0	0	0	0
104-334406	FDOT - Service Development Beach Route	S	0	0	0	0
104-334407	FDOT - Service Development, Enhanced Service	S	0	0	0	0
104-334408	FDOT - Service Development- Century Route	S	0	0	0	0
104-334428	FDOT - Davis Highway - Urban Corridor	S	350,000	900,000	925,000	725,000
104-334431	Non-Urbanized Transportation	F/S	135,660	132,000	132,000	132,000
104-334433	FDOT TPO Service Development	S	1,498,333	500,000	500,000	0
104-334434	FDOT COA Service Development	S	0	0	0	0
104-334492	FDOT Service Development- UWF Trolley	S	0	0	0	0
104-334493	FDOT - Service Development Marketing	S	0	125,000	0	0
104-334495	FDOT Service Development- Crosstown	S	0	0	0	0
104-334496	FDOT Service Development-SW Pensacola	S	0	0	0	0
104-334497	FDOT Service Development-Perdido Key	S	0	0	0	0
104-337401	City of Pensacola - Contribution	O	0	0	0	0
104-337402	Pensacola CRA - Trolley Operations	O	0	0	0	0
104-337403	SRIA Trolley Contribution	L	156,064	171,700	180,332	171,202
104-337406	City of Pensacola CRA Trolley Contribution	L	0	0	0	0
104-337408	City CRA Contribution-Monday Juror Trolley	L	0	0	0	0
104-337409	City Contribution-Monday Juror Trolley	L	0	0	0	0
104-337410	University of West Florida Trolley Contribution	O	394,163	440,215	459,788	453,792
104-344301	Passenger Revenue	SC	931,958	1,100,000	1,100,000	1,100,000
104-344302	City Trolley Passenger Revenue	SC	0	0	0	0
104-344303	Bus Charter Revenue	SC	0	0	0	0
104-344304	SRIA Trolley Charter Revenue	SC	0	0	0	0
104-344305	City Trolley Charter Revenue	SC	0	0	0	0
104-344306	Contract Route Subsidy-Bus	SC	0	0	0	0
104-344308	County Juror Trolley Fares	SC	0	0	0	0
104-344309	Federal Juror Trolley Service	SC	26,316	25,000	25,000	25,000
104-344310	City Juror Trolley	SC	0	0	0	0
104-344311	Federal Court- Monday Juror trolley Service	SC	0	0	0	0
104-344902	Advertising	SC	26,316	25,000	25,000	275,000
104-344903	County Vehicle Maintenance	SC	640,755	300,000	240,000	240,000
104-361001	Interest	O	500	0	0	0
104-362003	Rents and Leases	O	4	0	0	0
104-364002	Sale of Equipment	O	0	0	0	0
104-369001	Miscellaneous Revenue	O	3,789	0	0	0
104-369002	State and Federal Tax Reimbursement	S	0	0	0	0
104-369004	Prior Year Refund		0	0	0	0
104-369008	Insurance Proceeds	O	0	0	0	0
104-369998	MR-Recovery of Bad Debt		0	0	0	0
104-381001	Transfer from Fund 001	L	2,654,465	0	0	0
104-381004	County Contribution-Gas Tax	L	0	3,360,000	4,480,000	4,320,000
104-381130	Transfer from Fund 130	L	0	0	0	0
104-389901	Estimated Fund Balance	FB	0	0	0	0
104-389905	Less 5% Anticipated Receipts	O	-81,457	-240,500	-82,267	-94,310
Total Revenue			9,673,536	10,061,169	11,407,578	10,908,043

# **ESCAMBIA COUNTY AREA TRANSIT** ***Fiscal Year 2016 Budget***

FUND	MASS TRANSIT (104)
FUNCTION	Transportation
ACTIVITY	Transit Systems

DEPARTMENT	Public Works
DIVISION	Mass Transit
COST CENTER	Operations

Date: March 30, 2015

Account	Description	FY 12-13 Adopted	FY 13-14 Adopted	FY 14-15 Adopted	FY 15-16 Adopted	Reductions/ Justification
<b>Cost Center -320401 -Mass Transit Operations</b>						
53101	Management Fee	309,485	346,930	362,029	372,166	
53401	Operating Costs					
53404	Fixed Route Bus Costs	5,767,131	6,098,953	3,225,847	7,246,851	
53405	ADA Paratransit Costs	1,036,417	1,320,000	1,164,000	1,317,565	
53406	Non-Sponsored TDAC Contribution	36,000	36,000	36,000	0	
54101	Communications & Freight	6,000	6,000	6,000	6,000	
54501	Insurance	0	0	0	0	
54502	Insurance Payment-Previous Year	0	0	0	0	
54901	TDAC Contribution	0	0	0	0	
55201	Fueling Operations	1,269,559	1,251,371	1,563,446	1,010,467	
57201	Debt Service	5,000	5,000	5,000	5,000	
59801	Reserve	0	0	0	0	
<b>Mass Transit Sub-Total</b>		<b>8,429,592</b>	<b>9,064,254</b>	<b>6,362,322</b>	<b>9,958,049</b>	

## **Cost Center - 320402-Pensacola Beach Trolley**

53101	Management Fee	24,163	20,000	21,839	21,839	
53401	Operating Costs	107,314	118,436	123,186	120,293	
55201	Fueling Operations	24,586	33,264	37,307	29,070	
<b>Beach Trolley Sub-Total</b>		<b>156,064</b>	<b>171,700</b>	<b>182,332</b>	<b>171,202</b>	Funded by Santa Rosa Island Authority

## **Cost Center - 320404 Transit (Outside Repairs)**

53101	Management Fee	41,200	0	0	0	
54601	County Veh. Maintenance	567,517	300,000	240,000	240,000	
<b>Outside Repairs Sub-Total</b>		<b>608,717</b>	<b>300,000</b>	<b>240,000</b>	<b>240,000</b>	

## **Cost Center - 320405 Non-Urbanized Transportation**

53401	Other Contractual Services	85,000	85,000	85,000	85,000	
<b>Non-Urbanized Transportation-Total</b>		<b>85,000</b>	<b>85,000</b>	<b>85,000</b>	<b>85,000</b>	

## **Cost Center - 320406 Community Transportation Coord.**

53401	Other Contractual Services	0	0	4,078,136	0	Moved to 320401-53405
<b>Non-Urbanized Transportation-Total</b>		<b>0</b>	<b>0</b>	<b>4,078,136</b>	<b>0</b>	

## **Cost Center - 320403 - University of West Florida Trolley**

53101	Management Fee	30,136	30,000	21,000	21,000	
53401	Operating Costs	294,779	338,033	366,606	375,205	
55201	Fueling Operations	69,248	72,182	72,182	57,587	
<b>UWF Sub-Total</b>		<b>394,163</b>	<b>440,215</b>	<b>459,788</b>	<b>453,792</b>	Funded by UWF

<b>Grand Total</b>		<b>9,588,536</b>	<b>9,976,169</b>	<b>11,407,578</b>	<b>10,823,043</b>	
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BUREAU: NEIGHBORHOOD & ENVIRONMENT SERVICES  
DEPARTMENT: PUBLIC WORKS  
DIVISION: MASS TRANSIT

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### MISSION STATEMENT

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The mission of the Escambia County Area Transit System is to provide the citizens with mass transportation services throughout the Escambia County urban area in a safe, comfortable, efficient, and timely manner at a reasonable cost.

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### PROGRAM DESCRIPTION

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Mass Transit is responsible for the County bus transportation program. This service is managed through a contract with First Transit. The program receives funding from passenger revenue, contributions from Escambia County, SRIA, UWF, FDOT, and FTA grants for capital expenses. ECAT also administers the Escambia County Complimentary Paratransit Service in compliance with the Americans with Disabilities Act, the County contribution to TDAC, the Non-urbanized area transportation program, and provides maintenance services to non-transit vehicles.

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### GOALS & OBJECTIVES – AT RECOMMENDED FUNDING LEVEL

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- Maintain passenger ridership at the highest-level possible consistent with a service level determined by fiscal constraints.
- Maintain fare box revenue at the highest-level possible consistent with ridership and the latest BCC approved service level and fare structure.
- Reduce operating expenses to a minimum consistent with service level, fare box revenues, and federal, state and local contributions.

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### SIGNIFICANT CHANGES FOR 2015-16

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This FY16 ECAT budget is based on maintaining an overall cost that will allow Escambia County's capital contributions for Mass Transit to be covered by the recently implemented gasoline tax. Farebox revenues have increased over the past couple of years. The FY15 service level will be maintained with some possible adjustments.

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### PERFORMANCE MEASURES

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Fixed Route		2013-14	2014-15	2015-16
	<u>Description</u>	<u>Actual</u>	<u>Actual</u>	<u>Proposed</u>
Passenger Trips		1,515,126	1,490,282	1,565,000
Vehicle Miles per Capita		4.71	4.45	4.83
Passenger Trips per Capita		4.32	4.87	4.99
Revenue Miles between Roadcalls		10,270	14,800	18,946
Operating Revenue Per Operating Expense		19.65%	22.42%	20.12%
Operating Expense per Revenue Mile		\$6.39	\$6.73	\$6.74

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## PERFORMANCE MEASURES

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ADA Paratransit Service <u>Description</u>	2013-14 <u>Actual</u>	2014-15 <u>Actual</u>	2015-16 <u>Proposed</u>
Passenger Trips	57,776	87,355	94,000
Vehicle Miles per Capita	5.43	3.47	1.25
Passenger Trips per Capita	0.19	0.29	0.15
Operating Revenue Per Operating Expense	4.42%	7.67%	12.7%
Operating Expense per Revenue Mile	\$1.95	\$2.51	\$3.60

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## STAFFING ALLOCATION

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<u>Position Classification</u>	<u>Pay Grade</u>	2013-14 <u>Actual</u>	2014-15 <u>Actual</u>	2015-16 <u>Proposed</u>
No County Employees at ECAT.				





ECAT BUS ROUTES				LEGEND	
1	Oakcrest / Cerny Heights	47	Bellview / Montclair	59A	NATTC / Pensacola International Airport
2	Brownsville / Myrtle Grove	48	Baptist Hospital / MC Blanchard	59X	Corry Station / NAS Pensacola / Cordova Mall
41	12th Avenue / East Pensacola	50	Wedgewood / Lincoln Park	60	Century
42	9th Avenue / Pensacola State College	51	Ensley / Brentwood	61	Pensacola Beach
43	University of West Florida / Scenic Heights	55	Pace Boulevard / Warrington	63	Michigan Ave / Pensacola International Airport
44	Brownsville / North Hill	57	NAS Pensacola / Navy Point	64	Beach Jumper
45	Davis Highway / Carlisle	58	Corry Station / Naval Hospital	PB	Pensacola Beach Trolley (Seasonal)

**T** Transfer Point

**■** Point of Interest

**110** Interstate

**29** US Highway

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# **FY 2016 -2020 Transportation Improvement Program (TIP)**

Adopted: June 10, 2015  
Amended: October 7, 2015

“...planning for the future transportation needs of the Pensacola FL-AL Urbanized Area...”



For information regarding this document, please contact:

Gary Kramer

TPO Staff/WFRPC Senior Transportation Planner

[Gary.Kramer@wfrpc.org](mailto:Gary.Kramer@wfrpc.org)



Staff to the TPO

4081 East Olive Road  
Suite A Pensacola, FL  
32514

Telephone – 1-800-226-8914  
Fax - 850-637-1923

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*Public participation is solicited without regard to race, color, national origin, sex, age, religion, disability or family status. Persons who require special accommodations under the Americans with Disabilities Act or those requiring language translations services (free of charge) should contact Brandi Whitehurst at (850) 332-7976 or (1-800-995-8771 for TTY- Florida) or by email at [brandi.whitehurst@wfrpc.org](mailto:brandi.whitehurst@wfrpc.org)*

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## **Executive Summary**

The purpose of the Transportation Improvement Program is to provide a project listing that reflects the needs and desires of the Transportation Planning Organization (TPO) Study Area. The TIP is also developed to reflect the financial restraints within the various funding sources and programs. The TIP is a five-year plan for transportation improvements within the TPO Study Area; it contains information about the type of work to be completed, project phasing, estimated costs, and funding sources. The Code of Federal Regulations defines the Transportation Improvement Program (TIP) as a “prioritized listing/program of transportation projects covering a period of four years that is developed and formally adopted by a TPO (transportation planning organization) as part of the metropolitan planning process, consistent with the metropolitan transportation plan, and required for projects to be eligible for funding under title 23 U.S.C. and title 49 U.S.C. Chapter 53” [23 C.F.R 450.104]. Florida Statute requires the addition of a fifth year to the TIP [339.175(8)(c)(1)]. The TIP is also required to include all regionally significant projects, regardless of funding [23 C.F.R 450.324(d)].

The TIP is developed by the Florida-Alabama TPO in cooperation with the Florida Department of Transportation (FDOT), the Alabama Department of Transportation (ALDOT), and the local governments in the TPO region. These cooperating agencies provide the Florida-Alabama TPO with estimates of available federal and state funds for use in development of the financial plan. In the development of the Department’s 5 Year Work Program an inflation factor is applied to all appropriate phases of years one through five of the program. The inflation factors and application to appropriate phases is discussed in the Department’s Work Program Instructions.

### **Financial Plan:**

The TIP is financially constrained for each year. Federally funded projects identified in the TIP can be implemented using current and proposed revenue sources based on the FDOT’s Tentative Work Program, the ALDOT Work Program, and locally designated transportation revenues. As required by federal and state law, a summary of available funds by funding category and project type for the state and federally funded projects contained within the TIP has been included in Appendix G [23 C.F.R. 450.324(a) and Subsection 339.175(8), F.S.] The detailed project listing and financial summary “contain system-level estimates of costs and revenue sources that are reasonably expected to be available to adequately operate and maintain Federal-aid highways (as defined by 23 U.S. C. 101(a)(5)) and public transportation (as defined by title 49 U.S.C. Chapter 53) [23 CFR 450.324 (h)].

To further ensure the financial soundness of the TIP, all projects funded by the Florida Department of Transportation with federal or non-federal dollars are considered committed projects if included in the first three years of the FDOT Five-Year Work Program. Section 339.135(4)(b)(5) Florida Statutes mandates

that the FDOT Work Program include a balanced 36-month forecast of cash and expenditures and a five-year finance plan supporting the Work Program. All local government projects (non-federally funded) that are included in the TIP are a part of a member local government's capital improvement program. Non-federally funded projects with funding in the first year of local government capital improvement element or capital improvement programs are considered to be committed projects.

#### Project Categories:

Capacity – Projects (such as widening existing roads or building roads on new alignments) in the TIP are from the Cost Feasible Plan of the TPO Long Range Transportation Plan Update and the Project Priorities.

Transportation Systems Management (TSM) - Drawn from the FDOT Candidate list and the TPO Priorities for TSM Improvements, these projects may also be identified in the TPO's CMPP, Corridor Management Plans, and Safety Plans. Some are part of studies by FDOT or local governments and are needed to improve mobility and /or safety at intersections and along existing roadways. TSM projects are typically low-cost and can be constructed in less than two years with allocated District 3 funds.

Transportation Alternatives- The Transportation Alternatives Program (TAP) authorized under Section 1122 of MAP-21 (23 U.S.C. 213(b), 101(a)(29)) provides funding for programs and projects defined as transportation alternatives. Section 1122 of MAP-21 provides for the reservation of funds apportioned to a State under section 104(b) of title 23 to carry out TAP. The national total reserved for TAP is equal to 2 percent of the total amount authorized from the Highway Account of the Highway Trust Fund for Federal-aid highways each fiscal year. (23 U.S.C. 213(a)). The Enhancement Program of SAFETEA-LU is now part of the Transportation Alternatives Program of MAP-21.

Under 23 U.S.C. 213(b) eligible activities under the TAP program consist of:

1. Transportation Alternatives as defined in 23 U.S.C. 101(a)(29) (MAP-21 1103):
  - A. Construction, planning, and design of on-road and off-road trail facilities for pedestrians, bicyclists, and other nonmotorized forms of transportation, including sidewalks, bicycle infrastructure, pedestrian and bicycle signals, traffic calming techniques, lighting and other safety-related infrastructure, and transportation projects to achieve compliance with the Americans with Disabilities Act of 1990.
  - B. Construction, planning, and design of infrastructure-related projects and systems that will provide safe routes for non-drivers, including children, older adults, and individuals with disabilities to access daily needs.

- C. Conversion and use of abandoned railroad corridors for trails for pedestrians, bicyclists, or other nonmotorized transportation users.
  - D. Construction of turnouts, overlooks, and viewing areas.
  - E. Community improvement activities, including-
    - i. inventory, control, or removal of outdoor advertising;
    - ii. historic preservation and rehabilitation of historic transportation facilities;
    - iii. vegetation management practices in transportation rights-of-way to improve roadway safety, prevent against invasive species, and provide erosion control; and
    - iv. archaeological activities relating to impacts from implementation of a transportation project eligible under title 23.
  - F. Any environmental mitigation activity, including pollution prevention and pollution abatement activities and mitigation to-
    - i. address stormwater management, control, and water pollution prevention or abatement related to highway construction or due to highway runoff, including activities described in sections 133(b)(11), 328(a), and 329 of title 23; or
    - ii. reduce vehicle-caused wildlife mortality or to restore and maintain connectivity among terrestrial or aquatic habitats.
2. The recreational trails program under section 206 of title 23.
  3. The safe routes to school program under section 1404 of the SAFETEA-LU.
    - A. Infrastructure-related projects.-planning, design, and construction of infrastructure-related projects on any public road or any bicycle or pedestrian pathway or trail in the vicinity of schools that will substantially improve the ability of students to walk and bicycle to school, including sidewalk improvements, traffic calming and speed reduction improvements, pedestrian and bicycle crossing improvements, on-street bicycle facilities, off-street bicycle and pedestrian facilities, secure bicycle parking facilities, and traffic diversion improvements in the vicinity of schools.
    - B. Noninfrastructure-related activities to encourage walking and bicycling to school, including public awareness campaigns and outreach to press and community leaders, traffic education and enforcement in the vicinity of schools, student sessions on bicycle and pedestrian safety, health, and environment, and funding for training, volunteers, and managers of safe routes to school programs.
    - C. Safe Routes to School coordinator.
  4. Planning, designing, or constructing boulevards and other roadways largely in the right-of-way of former Interstate System routes or other divided highways.

Bicycle/Pedestrian - \$350,000 per year is funded annually for bicycle and pedestrian Master Plan projects. These projects are identified in the TPO Bicycle Pedestrian Plan and are added to the Long Range Transportation Plan.

Public Transportation – Transit projects are drawn from the TPO Five Year Transit Development Plan and the local transit operator provides priorities to the TPO. Projects for Community Transportation Coordinator (CTC) and the Escambia County Area Transit (ECAT) fixed route service are included in the TIP. The FTA is the primary funding source for ECAT projects, with supplementation by matching grants by the city of Pensacola and Escambia County. The CTC receives funding directly from the Commission for the Transportation Disadvantaged.

Aviation – Aviation projects are drawn from the airport master Plan and Airport Layout Plan, developed by local authorities and reviewed by the DOT and the Federal Aviation Administration (FAA). Project Priorities are given to the TPO for inclusion in the report and may be funded by the FAA, FDOT, or Airport Authority. Airfields included in this report are the Pensacola International Airport and the Peter Prince Field in Milton.

Seaport - Port projects are drawn from the adopted Port Master Plan, for area deepwater seaports. They are primarily the domain of city government, and though the TIP is consistent with city plans, their inclusion is primarily due to the recent formation of the Seaport and Economic Development Trust Fund. This fund provides state money through the Florida Ports Council for port projects. The Port of Pensacola is the only deepwater port in this report.

Resurfacing – Also known as system preservation, these projects are determined by the FDOT. While the TPO may ask that particular roadways be examined for resurfacing needs, the priority for resurfacing is based on an engineering evaluation of pavement condition. Resurfacing projects on the State Highway System are funded through a statewide program.

Bridge – These projects are selected by the FDOT on criteria established through bridge inspections. Bridge Sufficiency Ratings are established by the FHWA and are on a 0 (worst) to 100 (best). Funds are generally available for rehabilitation work if the bridge rating falls below 80, or are available for replacement if the rating falls below 50.

Miscellaneous - Supplemental projects not fitting into any of the other category. An example is planning funds for the MPO/TPO Process.

#### Project Selection:

Project selection is dependent on the priorities for the various projects and on financial constraints. The selection of priorities for the TPO Study Area involves various forms of input including input from the citizens and through the Citizens'

Advisory Committee, Technical Coordinating Committee, and the Bicycle/Pedestrian Advisory Committee making recommendations to the TPO.

Projects are also selected as set forth in MAP-21, the Moving Ahead for Progress in the 21st Century Act (P.L. 112-141), which was signed into law by President Obama on July 6, 2012. Important components of MAP 21 include:

1. TIP/STIP must be updated at least every four (4) years and contain four years worth of projects.
2. Plans must be consistent with planned growth and development plans (LRTP).
3. Security of the transportation system to be a “stand-alone” planning factor, and an increased priority from previous legislation.
4. TPO plans should include operational and management strategies to enhance the performance of the existing transportation facilities ability to relieve traffic congestion and maximize the safety of people and products.
5. Publish or make available its transportation plans, including any documents in electronic format such as the World Wide Web.
6. Congestion Management Process Plans (CMPP) in Transportation Management Areas (TMA): TPO must provide a process for “effective management” of transportation congestion.
7. Proposed TIP projects must be derived from locally developed public “human transit” transportation services including: Special Needs of Elderly Individuals and Individuals with Disabilities (See U.S.C. 49 sections 5310)
8. Visual aids should be included in TIP development such as photographs, charts, graphs, and any other visual aid that would enhance public knowledge of the project.

MAP-21 retains the SAFETEA-LU Planning Factors as the *Scope of the Planning Process*. The eight (8) factors themselves are unchanged and must be considered in the development of transportation plans and programs. As specified in 23 United State Code 134, metropolitan planning process shall provide for consideration of projects and strategies that will:

- (A) support the economic vitality of the metropolitan area, especially by enabling global competitiveness, productivity, and efficiency;
- (B) increase the safety of the transportation system for motorized and nonmotorized users;

(C) increase the security of the transportation system for motorized and nonmotorized users;

(D) increase the accessibility and mobility of people and for freight;

(E) protect and enhance the environment, promote energy conservation, improve the quality of life, and promote consistency between transportation improvements and State and local planned growth and economic development patterns;

(F) enhance the integration and connectivity of the transportation system, across and between modes, for people and freight;

(G) promote efficient system management and operation; and

(H) emphasize the preservation of the existing transportation system.

#### Project Priority Statement:

The Florida-Alabama TPO Adopted Project Priorities for Fiscal Years 2016-2020 is in Appendix F.

#### Consistency with Other Plans:

In accordance with these federal and state laws, this TIP covers five fiscal years and is consistent with the Florida Transportation Plan, the Florida-Alabama Long Range Transportation Plan (LRTP), the Congestion Management Process Plan (CMPP) and the local government comprehensive plans. The TIP contains project information for the construction and maintenance of the transportation facilities of the TPO Study Area. Facility types vary from roads, highways and bridges to seaports, airports, and bicycle and pedestrian accommodations. The TIP also includes project information for the various public transportation systems such as local bus and trolley systems and the Transportation Disadvantaged Program.

#### Implemented Projects:

Annually, FDOT, ALDOT, and Escambia County Area Transit produce lists of projects that have had federal funds obligated to them in the preceding year. These lists of projects for Fiscal Year 2014 are in Appendix E.

#### Public Involvement:

The public participation process for the FY2016-2020 TIP began during July, August and September of 2014 with the development of the TPO's Project Priorities. In August 2014, the draft Project Priorities were presented to the TPO and its advisory committees, the Citizens' Advisory Committee, the Technical Coordinating Committee, and the Bicycle Pedestrian Advisory Committee. This review of the Project Priorities was advertised within TPO's agenda in the local



newspapers and it was sent by news release to local media. Public Workshops to review and comment on the Project Priorities were held in July 2014. Notifications were sent to various community groups, inviting them to attend the workshops or one of the TPO meetings. In September, the proposed final Project Priorities were presented to the advisory committees for final review and to the TPO for adoption. The adoption of the Priorities in September 2014 was part of TPO agenda, so it was advertised in local newspapers and issued as a news release. A public hearing was held at that meeting to allow an additional opportunity for public involvement. The adopted Project Priorities are in Appendix F.

In December FDOT held a public workshop to gather public comments on its Tentative Five-Year Work Program, which includes selected TPO Project Priorities. Also in December, FDOT presented the Tentative Five-Year Work Program to the TPO for endorsement; that TPO meeting was also advertised with the local media. Public comments gathered throughout the creation of the Project Priorities and in the review of the Tentative Work Program have been taken into account through each step of the planning process. As such, this TIP reflects a combination of the public's interests as well as the interests of the various government agencies that are participants in the TPO planning process.

In cases where public comment is significant, 23 Code of Federal Regulations (CFR) Part 450 requires the following: "When significant written and oral comments are received on the draft transportation plan or TIP (including the financial plan) as a result of the public participation process or the interagency consultation process required by EPA's conformity regulations [for air quality], a summary, analysis, and report on the disposition of comments shall be made part of the final plan and TIP." No such comments were received in the review of the Priorities and TIP so a summary of comments has not been provided.

#### Certification:

The last Joint FDOT/TPO Certification was held in December 2014. The Joint FDOT/TPO Certification is an annual process in FDOT District 3. The ALDOT/TPO Self Certification Statement is included in Appendix K. Lastly, the last Federal Highway Administration's certification of the TPO occurred in June 2014.

#### Air Quality:

The Clean Air Act (CAA) requires the Environmental Protection Agency (EPA) to develop and enforce air quality standards. Under the CAA, the EPA is to review standards for criteria pollutants every five years. Criteria pollutants are listed as carbon monoxide (CO), nitrogen dioxide (NO<sub>2</sub>), ozone (O<sub>3</sub>), sulfur dioxide (SO<sub>2</sub>), and particulate matter 2.5 or 10. The National Ambient Air Quality Standard (NAAQS) for ozone was last reviewed in 2008 at which time the EPA lowered the standard from 85 ppb to the current standard of 75 ppb. On January 19, 2010, the EPA published a Notice of Proposed Rulemaking in the Federal Register, with the

intention of strengthening the NAAQS for ground level ozone. The EPA's proposed revision to the ozone standard is scheduled for October 2015, and is expected to be set between 60 ppb and 70 ppb. The TPO staff for the Florida–Alabama Transportation Planning Organization (TPO) monitors air quality and ozone readings for the TPO on a quarterly basis. The FL-AL TPO is currently in attainment for ground level ozone. In anticipation of a lowered standard, the TPO staff is interacting with government agencies and the public to ensure that air quality affected by ground-level ozone can be readily addressed and mitigated to maintain air quality compliance. An air quality task has been added to the 2- Year Unified Planning Work Program (UPWP) through Fiscal Year 2016. TPO staff will establish regional air quality reporting guidelines and increase interaction with the public and local governments, repositioning as an information resource for air quality in Northwest Florida. Air quality data will continue to be collected and analyzed on a quarterly basis. There are five air quality monitoring sites located within the Northwest Florida Regional TPO. Three of which are located in Escambia and Santa Rosa counties: two in Escambia County and one in Santa Rosa County. Data collected from these monitors will be reported to the FL – AL TPO and Advisory Committees at scheduled meetings.

#### Congestion Management Process Plan:

The TPO is responsible for implementing the Congestion Management Process Plan (CMPP), and projects identified in the Plan are included in the TIP. The TPO updates its Congestion Management Process Plan in conjunction with the Long Range Transportation Plan. Projects identified through the CMPP identification and evaluation process receive recognition in the TSM Project Priority criteria for development of the TIP. Projects identified through the CMPP are given additional points in the TPO Project Priorities. A check list of travel demand reduction techniques are reviewed by a committee for possible safety improvements along a corridor. These techniques include the West Florida Regional Planning Council's Ride on Program.

#### Transportation Disadvantaged (TD):

The Florida Commission for the Transportation Disadvantaged requires each county to submit Annual Performance Reports to review the services provided and costs for those services. The Annual Performance Reports for Escambia and Santa Rosa County are in Appendix G.

#### Level of Effort (LVOE) - Alabama Projects Only (See Appendix K):

Projects in the STIP/TIP, referred to as Level of Effort (LVOE) projects, represent grouped projects not considered of appropriate scale to be identified individually. Projects may be grouped by function, work type, and/or geographical area, using the applicable classifications under 23 CFR 771.117(c) and (d), and/or 40 CFR part 93. In nonattainment and maintenance areas, project classifications must be consistent with the *exempt* project classifications contained in the EPA transportation conformity regulations (40 CFR part 93).

LVOE projects are placed in the STIP/TIP according to selected funding programs, with the planned funding amounts for each year. ALDOT, and the affected TPOs, will be required to make a formal amendment to the STIP/TIPs for any adjustment of funding of an LVOE group that exceeds 20 percent of its originally-planned funding to a particular Region. The selected statewide funding programs include:

- Transportation Alternative Program (TAP)
- Safety Projects [Hazard elimination, roadway and rail, high-speed passenger rail, seatbelt, blood alcohol content, and others.]
- Recreational Trails [Funds are transferred to ADECA.]
- Federal-Aid Resurfacing Program for each ALDOT Region
- County Allocation Funds [Off-system bridges and STP non-urban.]
- Federal Transit Programs: 5307 (urbanized), 5310 (Elderly and Disabilities), 5311 (non-urban), and 5339 (Buses and Bus Facilities)

Addition or deletion of individual LVOE projects are considered an administrative modification, and do not require any further TPO action prior to authorization, subject to the dollar thresholds established in the sections above. ALDOT will maintain a matrix listing, on the STIP website, of LVOE projects for each of the five ALDOT Regions. The TPOs will be notified as soon as any specific projects within their urban areas, are identified and selected, and will have ten (10) days to decline the project. Additionally, the TPOs will be notified as soon as any specific projects are modified or deleted within their urban areas, and will have ten (10) days to decline the project deletion or change.

Level of Effort (LVOE) holds funds that are not dedicated to specific projects, and may be used to cover cost increases, or add new projects or project phases. LVOE shall not exceed the thresholds, or the requirements, of any other items that require an amendment. LVOE may include the Statewide Transportation Alternatives Program (TAP), Safety Projects, Federal-Aid Resurfacing, Off-System Bridge, STP Non-Urban, and FTA Programs 5307, 5310, 5311, and 5339.

Level of Effort resurfacing shall be programmed annually for the five (5) ALDOT Regions, and shown as line items in each category for each Region. Projects or project lists will be added as soon as available, and TPOs will be notified of all changes that occur in the lists.

#### Amendment Process -- Florida Projects Only:

For Administrative Modifications to the TIP, TPO action is not required. The Director of Transportation approves this type of amendment by signature, then copies are placed in the next TPO agenda as an information item and the TIP is updated with the amended information and the amended date in the cover is updated.

TIP Amendments and Modifications are governed by the FDOT MPO Handbook:

1. The complete Transportation Improvement Program shall be adopted only upon a vote of TPO, assembled in a properly noticed public meeting;
2. In order to expedite amendments to the TIP, the TPO authorizes the Director of Transportation to administratively approve airport, public transportation, and seaport project amendments which do not materially affect surface transportation traffic volumes or traffic distribution in the vicinity of the subject airport, public transportation facility, or seaport;
3. The TPO authorizes the Director of Transportation to administratively approve roll-forward amendments, to ensure that approved projects that did not get authorized by June 30 remain eligible for authorization after July 1, as described in *Sections 5.14.1 through 5.14.4* of the Department's *MPO Program Management Handbook*;
4. If the TPO is requested to amend its TIP on an emergency basis, such as during a period when the TPO is not scheduled to meet, the TPO authorizes its Chairman or the Director of Transportation to approve projects less than \$2.0 million;
5. The TPO also authorizes the Director of Transportation to administratively approve amendments to the TIP which do not meet any one of the five criteria which require a formal TIP amendment: (a) addition of new individual projects; (b) change adversely impacts financial constraint of the TIP; (c) change results in major scope changes; (d) deletion of a project from the TIP; or (e) change in project cost greater than 20% AND \$2.0 million;
6. The TPO requires the Director of Transportation to inform the TPO of all TIP amendments approved under these authorizations at least once per quarter; and

Project Priorities amendments must be approved by the TPO by formal action. They must be placed on the TPO agenda and listed in the legal ad placed for the meeting. Approval of an amendment to the Project Priorities must be by roll-call vote. Once approved, the Project Priorities are updated with the amended information and copies of the amendment are provided to FDOT

#### How do I get to full project costs and other project details?

Transportation projects for Baldwin, Escambia, and Santa Rosa counties are either within the Florida-Alabama TPO planning area boundary or in the non TPO area.

The normal project production sequence is to have a Project Development and Environment (PD&E) phase, a Design (PE) phase, a Right of Way (ROW) phase and a Construction (CST) phase. Some projects may not have a ROW phase, if land is not needed to complete the project. Costs on the TIP pages for projects on the SIS will have historical costs, five years of the current TIP and five years beyond the current TIP, which may or may not be the total project cost. If there is no CST phase on the TIP page, then the entry will probably not be reflective of the total project cost. For some projects, such as resurfacing, safety or operational projects, there may not be a total cost provided but rather additional details on that program.

The SIS is a network of high priority transportation facilities which includes the state's largest and most significant commercial service airports, spaceport, deepwater seaports, freight rail terminals, passenger rail and intercity bus terminals, rail corridors, waterways and highways. All projects on the SIS will have a SIS identifier on the TIP page.

For costs beyond the ten year window, access to the Long Range Transportation Plan (LRTP) is provided. The link to the LRTP is: <http://www.wfrpc.org/programs/fl-al-tpo/long-range-plan>. The LRTP reference on the TIP page provides the information necessary to locate the full project costs and/or additional details, regarding the project in the LRTP. When the LRTP reference in the TIP states modification and \ or amendment report, the most recent report is used. In addition, Appendix A provides full project cost information which was agreed by FHWA, FDOT, and the TPOs in Florida. In addition, Appendix D is a status report for on-going projects.

#### Full Project Costs in TPO Planning Area Boundary

Projects on the Strategic Intermodal System (SIS) - The normal project production sequence is to have a Project Development and Environment (PD&E) phase, a Design (PE) phase, a Right of Way (ROW) phase and a Construction (CST) phase. Some projects may not have a ROW phase, if land is not needed to complete the project. Costs on the TIP pages for projects on the SIS will have historical costs, five years of the current TIP, and five years beyond the current TIP, which may or may not be the total project cost. If there is no CST phase, then the entry will probably not be reflective of the total project cost. For some projects, such as resurfacing, safety or operational project, there may not be a total cost provided but rather additional details on that program.

The SIS is a network of high priority transportation facilities which includes the state's largest and most significant commercial service airports, spaceport, deepwater seaports, freight rail terminals, passenger rail and intercity bus

terminals, rail corridors, waterways and highways. All projects on the SIS will have a SIS identifier on the TIP page.

For costs beyond the ten year window, access to the Long Range Transportation Plan (LRTP) is provided. The link to the LRTP is <http://www.wfrpc.org/programs/fl-al-tpo/long-range-plan>. The LRTP reference on the TIP page provides the information necessary to locate the full project costs and/or additional details regarding the project in the LRTP (See example TIP page below). If there is no LRTP reference in the TIP, full project cost for that project is provided in the TIP. Non SIS projects - The normal project production sequence is to have a Project Development and Environment (PD&E) phase, a Design (PE) phase, a Right of Way (ROW) phase and a Construction (CST) phase. Some projects may not have a ROW phase, if land is not needed to complete the project. Costs on the TIP pages for projects not on the SIS will have historical costs and five years of the current TIP, which may or may not be the total project cost. If there is no CST phase, then the entry will probably not be reflective of the total project cost. For some projects, such as resurfacing, safety or operational projects, there may not be a total cost provided but rather additional details on that program.

Total project costs and other project details will be accessible in the TIP for all non SIS projects in the TIP. All non SIS projects will have a Non-SIS identifier on the TIP page.

For costs beyond the five year window, access to the Long Range Transportation Plan (LRTP) is provided. The link to LRTP is <http://www.wfrpc.org/programs/fl-al-tpo/long-range-plan>. The LRTP reference on the TIP page provides the information necessary to locate the full project costs and/or additional details regarding the project in the LRTP. If there is no LRTP reference in the TIP, full project cost for that project is provided in the TIP. When the LRTP reference in the TIP states modification and \ or amendment report, the most recent report is used.

#### Full Projects Costs in the Non TPO area

Projects on the Strategic Intermodal System (SIS) - The SIS is a network of high priority transportation facilities which includes the state's largest and most significant commercial service airports, spaceport, deepwater seaports, freight rail terminals, passenger rail and intercity bus terminals, rail corridors, waterways and highways. Total project costs and other project details will be accessible through the Statewide Transportation Improvement Program (STIP) for highways on the SIS. The STIP page will have a SIS and a County identifier to aid you in finding the total project cost (See example below) The STIP is accessible at:

<http://www.dot.state.fl.us/programdevelopmentoffice/Federal/stip.shtm>

The normal project production sequence is to have a Project Development and Environment (PD&E) phase, a Design (PE) phase, a Right of Way (ROW) phase and a Construction (CST) phase. Some projects may not have a ROW phase, if land is not needed to complete the project. Costs on the STIP pages for projects on the SIS will have historical costs and ten years worth of project costs, which may or may not be the total project cost. If there is no CST phase, then the entry will probably not be reflective of the total project cost. The total project cost will be reflected in the SIS Strategic Intermodal System Plan available at:

[http://www.dot.state.fl.us/planning/systems/programs/mspi/pdf/2040%20SIS%20Multi-Modal%20Unfunded%20Needs%20Plan%20Appendix5\\_1.pdf](http://www.dot.state.fl.us/planning/systems/programs/mspi/pdf/2040%20SIS%20Multi-Modal%20Unfunded%20Needs%20Plan%20Appendix5_1.pdf). For some projects, such as resurfacing, safety or operational project, and other short term projects, the STIP page will reflect the total project cost available for projects on the SIS.

Non SIS projects in non TPO areas - All costs for non SIS projects in the non TPO areas will have a non SIS identifier. These costs will be provided by the Florida Department of Transportation (FDOT) District Office. Please contact the FDOT District Office at 1-888-638-0250 (Chipley) for additional information on these projects.

**DISCLAIMER:** The “Total Project Cost” amount displayed for each of the federal and state funded projects in the TIP represents 10 years of programming in the Florida Department of Transportation’s (FDOT’s) Work Program database for projects on the Strategic Intermodal System (SIS) (FYs 2016 through 2025), and 5 years of programming in the FDOT Work Program for non-SIS projects (FYs 2016 through 2020), plus historical cost information for all projects having expenditures paid by FDOT prior to FY2016. For a more comprehensive view of a particular project’s anticipated total project cost for all phases of the project, please refer to the TPO Long-Range Transportation Plan (LRTP).

For a more comprehensive view of a particular project's anticipated total project cost for all phases of the project, please refer to the Long Range Transportation Plan (LRTP). It should be noted, however, that some projects in the FDOT Work Program such as resurfacing, safety, or operational products may not be specifically referenced within the LRTP due to their short term nature. LRTP references to such projects in the TIP are referenced by LRTP Final Report Page Number. These

**L RTP references are intended to increase transparency and demonstrate consistency between the L RTP and TIP. The link to the L RTP is <http://www.wfrpc.org/programs/fl-al-tpo/long-range-plan>.**

**The Alabama Department of Transportation has directed that accident, incident, crash, injury, or fatality locations not be shown or presented in association with descriptions of transportation projects, facilities, or locations within the State of Alabama. This prohibition extends to all formal planning documents (UPWP, Long Range Plan, TIP, Congestion Management Plan, and Air Quality Conformity documentation) that include narrative or tabular project listings or descriptions. In addition, Alabama project costs are estimated using a 1% inflation factor, instead of the previous 4% for projecting out-year costs.**



## RESOLUTION FL-AL 15-19

### A RESOLUTION OF THE FLORIDA-ALABAMA TRANSPORTATION PLANNING ORGANIZATION ADOPTING THE FY 2016-2020 TRANSPORTATION IMPROVEMENT PROGRAM

**WHEREAS**, the Florida-Alabama Transportation Planning Organization (TPO) is the organization designated by the Governors of Florida and Alabama as being responsible, together with the States of Florida and Alabama, for carrying out the continuing, cooperative and comprehensive transportation planning process for the Florida-Alabama TPO Planning Area; and

**WHEREAS**, the Transportation Improvement Program (TIP) is adopted annually by the TPO and submitted to the governors of the State of Florida and State of Alabama, to the Federal Transit Administration (FTA), and through the States of Florida and Alabama to the Federal Highway Administration (FHWA); and

**WHEREAS**, the TIP is periodically amended to maintain consistency with the Florida and Alabama Department of Transportation's Work Programs; and

**WHEREAS**, authorization for federal funding of projects within an urbanized area cannot be obtained unless the projects are included in the TPO's TIP;

**NOW, THEREFORE, BE IT RESOLVED BY THE FLORIDA-ALABAMA TRANSPORTATION PLANNING ORGANIZATION THAT:**

The TPO adopts the FY2016-2020 Transportation Improvement Program, to include the projects in FDOT's Variance Report and any changes that may have been presented.

Passed and duly adopted by the Florida- Alabama Transportation Planning Organization on this 10th day of June 2015.

**FLORIDA- ALABAMA TRANSPORTATION  
PLANNING ORGANIZATION**

BY:   
Charles Bare, Chairman

ATTEST: 



## 5-Year Summary of Projects by Funding Category

Project #	Project Name	2015/16	2016/17	2017/18	2018/19	2019/20	Total
<b>ACBZ - ADVANCE CONSTRUCTION (BRTZ)</b>							
4134791	CR 97A	15,600	3,133,090	0	0	0	3,148,690
4304651	CR 196	0	0	2,035,769	0	0	2,035,769
4304661	CR 99	38,900	3,733,102	0	0	0	3,772,002
4304671	DORTCH ROAD	0	900,850	0	0	0	900,850
4304681	O C PHILLIPS ROAD	0	0	67,500	0	17,775	85,275
4304691	CR 99A	52,000	1,820,976	0	0	0	1,872,976
4304701	SANDY HOLLOW ROAD	27,500	1,689,334	0	0	0	1,716,834
4304711	BLUFF SPRINGS ROAD	5,500	1,096,713	0	0	0	1,102,213
4304721	PATRICIA DRIVE	0	3,087,714	0	0	0	3,087,714
4322861	HANKS ROAD	0	26,000	0	1,185,583	0	1,211,583
4322871	DAWSON ROAD	0	0	65,000	0	20,500	85,500
4322881	CRARY ROAD	0	21,000	0	792,016	0	813,016
4339041	CR 182	0	30,200	0	980,065	0	1,010,265
4339051	BRATT ROAD	0	28,700	0	2,690,020	0	2,718,720
<b>Total</b>		<b>139,500</b>	<b>15,567,679</b>	<b>2,168,269</b>	<b>5,647,684</b>	<b>38,275</b>	<b>23,561,407</b>
<b>ACNP - ADVANCE CONSTRUCTION NHPP</b>							
2186031	SR 95 (US 29)	11,350,562	1,025,000	0	0	0	12,375,562
2224762	SR 8 (I-10)	7,723,800	0	0	0	0	7,723,800
4327361	SR 8 (I-10)	12,928,719	0	0	0	0	12,928,719
4370801	SR 8A (I-110)	300,000	0	0	0	0	300,000
<b>Total</b>		<b>32,303,081</b>	<b>1,025,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>33,328,081</b>
<b>ACSB - ADVANCE CONSTRUCTION (SABR)</b>							
4255192	SR 97	0	0	2,765,769	0	0	2,765,769
4322851	CR 168	0	27,400	0	1,496,655	0	1,524,055

## 5-Year Summary of Projects by Funding Category

Project #	Project Name	2015/16	2016/17	2017/18	2018/19	2019/20	Total
<b>ACSB - ADVANCE CONSTRUCTION (SABR)</b>							
<b>Total</b>		<b>0</b>	<b>27,400</b>	<b>2,765,769</b>	<b>1,496,655</b>	<b>0</b>	<b>4,289,824</b>
<b>BNIR - INTRASTATE R/W &amp; BRIDGE BONDS</b>							
2186031	SR 95 (US 29)	1,550,416	0	0	0	0	1,550,416
<b>Total</b>		<b>1,550,416</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1,550,416</b>
<b>BRP - STATE BRIDGE REPLACEMENT</b>							
4255192	SR 97	0	17,100	0	0	0	17,100
<b>Total</b>		<b>0</b>	<b>17,100</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>17,100</b>
<b>BRRP - STATE BRIDGE REPAIR &amp; REHAB</b>							
4074784	SR 10 (US 90)	137,420	0	0	0	0	137,420
4155753	SR 292 GULF BEACH HIGHWAY	1,344,959	0	0	0	0	1,344,959
4339181	SR 8 (I-10)	948,776	0	0	0	0	948,776
4346031	SR 742 CREIGHTON RD	26,770	0	0	0	0	26,770
4351481	SR 752 & SR 291	279,178	0	0	0	0	279,178
<b>Total</b>		<b>2,737,103</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2,737,103</b>
<b>CM - CONGESTION MITIGATION - AQ</b>							
4246181	SR 173 BLUE ANGEL PW	133,034	0	0	0	0	133,034
4288461	SR 296 BAYOU BLVD	130,967	0	0	0	0	130,967
4317852	SR 289 9TH AVENUE	0	485,870	0	0	0	485,870
4325621	SR 750 AIRPORT BLVD	0	0	273,362	0	0	273,362
4334481	SR 10A (MOBILE HWY)	0	297,915	0	0	0	297,915
4362711	SR 30 (US98) E CHASE ST	0	0	58,223	0	0	58,223
4362721	SR30/298 (US 98) LILLIAN HWY	0	0	288,538	0	0	288,538
<b>Total</b>		<b>264,001</b>	<b>783,785</b>	<b>620,123</b>	<b>0</b>	<b>0</b>	<b>1,667,909</b>
<b>D - UNRESTRICTED STATE PRIMARY</b>							
0001541	TOLL OPERATIONS CR 399 BOB SIKES BRIDGE	40,000	40,000	40,000	40,000	42,000	202,000

## 5-Year Summary of Projects by Funding Category

Project #	Project Name	2015/16	2016/17	2017/18	2018/19	2019/20	Total
<b>D - UNRESTRICTED STATE PRIMARY</b>							
4254945	MILTON OPERATIONS CENTER	50,000	0	0	0	0	50,000
<b>Total</b>		<b>90,000</b>	<b>40,000</b>	<b>40,000</b>	<b>40,000</b>	<b>42,000</b>	<b>252,000</b>
<b>DDR - DISTRICT DEDICATED REVENUE</b>							
2186053	SR 10 (US 90A) NINE MILE ROAD	1,168,741	0	0	0	0	1,168,741
2186056	SR 10 (US 90A) NINE MILE ROAD	22,536,409	0	0	0	0	22,536,409
2186057	SR 10 (US 90A) NINE MILE ROAD	135,135	0	0	0	0	135,135
2204401	SR 30 (US 98)	1,948,480	0	0	0	0	1,948,480
2224393	SR 8 (I-10) STATELINE GATEWAY & WELCOME CTR	595,502	0	0	0	0	595,502
2224772	SR 8 (I-10)	0	0	530,868	0	0	530,868
4156062	WEST FL REGIONAL PLN	200,000	200,000	0	0	0	400,000
4159312	PETER PRINCE FIELD	0	430,000	0	0	0	430,000
4203002	PENSACOLA INTERNATIONAL AIRPORT	0	800,000	0	0	0	800,000
4222571	ESCAMBIA COUNTY	562,507	0	845,284	873,189	916,849	3,197,829
4222601	ESCAMBIA COUNTY	420,000	420,000	49,064	105,002	0	994,066
4222942	PETER PRINCE FIELD	115,504	0	0	0	0	115,504
4229072	SR 10 (US 90) OVER MACAVIS BAYOU BRIDGE	0	323,798	0	0	0	323,798
4256333	PETER PRINCE FIELD	0	0	281,964	0	0	281,964
4256335	PETER PRINCE FIELD	0	0	0	54,000	0	54,000
4256336	PETER PRINCE FIELD	0	0	0	0	600,000	600,000
4269291	SR 95 (US 29)	104,561	0	0	0	0	104,561
4269511	SR 727/SR 295 FAIRFIELD DR	600,028	0	0	0	0	600,028
4269531	SR 291 DAVIS HWY	340,513	0	0	0	0	340,513
4288471	SR 742 CREIGHTON RD	0	3,497,303	0	0	0	3,497,303
4296093	PENSACOLA INTERNATIONAL AIRPORT	0	0	499,805	0	0	499,805

## 5-Year Summary of Projects by Funding Category

Project #	Project Name	2015/16	2016/17	2017/18	2018/19	2019/20	Total
<b>DDR - DISTRICT DEDICATED REVENUE</b>							
4307861	SR 292 PERDIDO KEY	0	2,814,582	0	0	0	2,814,582
4325551	SR 4	200,314	937,901	0	0	0	1,138,215
4325621	SR 750 AIRPORT BLVD	278,520	187,400	0	0	0	465,920
4346061	SR 296 BRENT LANE	0	336,775	0	0	0	336,775
4346681	SR 399 AND SR 30 (US 98) RAMPS RESURFACING	0	557,626	0	0	0	557,626
4351793	SR 296 BRENT LANE @ SPRINGHILL DRIVE	50,253	0	0	0	0	50,253
4351794	SR 292 BARRANCAS AVE @ SR 292 S PACE	235,626	0	0	0	0	235,626
4351801	SR 95 (US 29) STATELINE GATEWAY LANDSCAPING	175,309	0	0	0	0	175,309
4357173	PENSACOLA INTERNATIONAL AIRPORT	0	0	0	0	50,000	50,000
4362741	SR 750 AIRPORT BOULEVARD	280,076	0	0	0	0	280,076
4367241	SR 10A (US 90) MOBILE HWY	284,640	73,800	896,093	0	0	1,254,533
4367391	ESCAMBIA COUNTY	3,040	738,180	773,225	809,710	847,689	3,171,844
4367501	SANTA ROSA COUNTY	61,408	211,668	224,469	237,847	251,826	987,218
4378441	SR 30 (US 98) GREGORY STREET & BAYFRONT	801,595	0	0	0	0	801,595
<b>Total</b>		<b>31,098,161</b>	<b>11,529,033</b>	<b>4,100,772</b>	<b>2,079,748</b>	<b>2,666,364</b>	<b>51,474,078</b>
<b>DEM - ENVIRONMENTAL MITIGATION</b>							
2184291	SR 742 BURGESS ROAD	222,864	0	0	0	0	222,864
4210111	SR 292 PERDIDO KEY	85,584	0	0	0	0	85,584
<b>Total</b>		<b>308,448</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>308,448</b>
<b>DI - ST. - S/W INTER/INTRASTATE HWY</b>							
2186031	SR 95 (US 29)	10,270,000	0	0	0	0	10,270,000
2186053	SR 10 (US 90A) NINE MILE ROAD	12,302,539	0	0	0	0	12,302,539
2204427	SR 87	31,394,480	0	0	0	0	31,394,480
2224393	SR 8 (I-10) STATELINE GATEWAY & WELCOME CTR	1,433,315	0	0	0	0	1,433,315

## 5-Year Summary of Projects by Funding Category

Project #	Project Name	2015/16	2016/17	2017/18	2018/19	2019/20	Total
<b>DI - ST. - S/W INTER/INTRASTATE HWY</b>							
4130623	SR 8 (I-10)	1,923,295	0	0	0	0	1,923,295
<b>Total</b>		<b>57,323,629</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>57,323,629</b>
<b>DIH - STATE IN-HOUSE PRODUCT SUPPORT</b>							
2186053	SR 10 (US 90A) NINE MILE ROAD	207,774	0	0	0	0	207,774
2186056	SR 10 (US 90A) NINE MILE ROAD	292,174	0	0	0	0	292,174
2186057	SR 10 (US 90A) NINE MILE ROAD	116,667	0	0	0	0	116,667
2186302	SR 30 (US 98) NAVY	10,000	0	1,500	0	0	11,500
2204262	SR 30 (US 98) GULF BREEZE PKWY	28,000	0	0	0	0	28,000
2204362	SR 10 (US 90)	27,777	0	0	0	0	27,777
2204363	SR 10 (US 90)	22,222	0	0	0	0	22,222
2204401	SR 30 (US 98)	75,000	40,000	0	0	0	115,000
2204427	SR 87	299,843	0	0	0	0	299,843
2224393	SR 8 (I-10) STATELINE GATEWAY & WELCOME CTR	27,934	0	0	0	0	27,934
2224772	SR 8 (I-10)	0	0	2,374	0	0	2,374
4074784	SR 10 (US 90)	1,181	0	0	0	0	1,181
4155753	SR 292 GULF BEACH HIGHWAY	26,189	0	0	0	0	26,189
4167483	SR 87N / SR 87S CONNECTOR NEW ALIGNMENT	0	0	0	43,309	0	43,309
4229072	SR 10 (US 90) OVER MACAVIS BAYOU BRIDGE	0	6,055	0	0	0	6,055
4246181	SR 173 BLUE ANGEL PW	20,163	0	0	0	0	20,163
4255192	SR 97	0	7,500	0	0	0	7,500
4257454	SR 727 FAIRFIELD DR	7,610	0	0	0	0	7,610
4269291	SR 95 (US 29)	170,200	0	0	0	0	170,200
4269511	SR 727/SR 295 FAIRFIELD DR	28,808	0	0	0	0	28,808
4269531	SR 291 DAVIS HWY	31,070	0	0	0	0	31,070

## 5-Year Summary of Projects by Funding Category

Project #	Project Name	2015/16	2016/17	2017/18	2018/19	2019/20	Total
<b>DIH - STATE IN-HOUSE PRODUCT SUPPORT</b>							
4288461	SR 296 BAYOU BLVD	17,733	0	0	0	0	17,733
4288471	SR 742 CREIGHTON RD	0	21,888	0	0	0	21,888
4307851	SR 10A (US 90)	22,981	0	0	0	0	22,981
4307861	SR 292 PERDIDO KEY	0	38,241	0	0	0	38,241
4317851	SR 742 CREIGHTON RD	0	5,460	0	0	0	5,460
4317852	SR 289 9TH AVENUE	5,000	6,895	0	0	0	11,895
4317871	SR 727 FAIRFIELD DR	5,669	0	0	0	0	5,669
4318831	SR 30/10 (US 98/90)	0	9,377	0	0	0	9,377
4325391	SR 10A (US 90)	5,233	0	0	0	0	5,233
4325551	SR 4	0	22,346	0	0	0	22,346
4325621	SR 750 AIRPORT BLVD	32,084	10,000	27,336	0	0	69,420
4327361	SR 8 (I-10)	230,549	0	0	0	0	230,549
4334481	SR 10A (MOBILE HWY)	16,391	5,494	0	0	0	21,885
4339181	SR 8 (I-10)	9,567	0	0	0	0	9,567
4346031	SR 742 CREIGHTON RD	949	0	0	0	0	949
4346061	SR 296 BRENT LANE	0	7,382	0	0	0	7,382
4346111	SR 95 (US 29)	0	67,724	0	0	0	67,724
4346681	SR 399 AND SR 30 (US 98) RAMPS RESURFACING	0	13,847	0	0	0	13,847
4351481	SR 752 & SR 291	4,275	0	0	0	0	4,275
4351793	SR 296 BRENT LANE @ SPRINGHILL DRIVE	4,724	0	0	0	0	4,724
4351794	SR 292 BARRANCAS AVE @ SR 292 S PACE	5,905	0	0	0	0	5,905
4351801	SR 95 (US 29) STATELINE GATEWAY LANDSCAPING	3,543	0	0	0	0	3,543
4362711	SR 30 (US98) E CHASE ST	26,684	0	5,822	0	0	32,506
4362721	SR30/298 (US 98) LILLIAN HWY	54,476	0	28,854	0	0	83,330

## 5-Year Summary of Projects by Funding Category

Project #	Project Name	2015/16	2016/17	2017/18	2018/19	2019/20	Total
<b>DIH - STATE IN-HOUSE PRODUCT SUPPORT</b>							
4362741	SR 750 AIRPORT BOULEVARD	5,661	0	0	0	0	5,661
4367191	SR 295 NEW WARRINGTON RD	25,580	0	0	0	0	25,580
4367201	SR 292 GULF BEACH HWY	20,600	20,000	0	0	0	40,600
4367241	SR 10A (US 90) MOBILE HWY	28,464	20,000	16,756	0	0	65,220
4378441	SR 30 (US 98) GREGORY STREET & BAYFRONT	40,080	0	0	0	0	40,080
<b>Total</b>		<b>1,958,760</b>	<b>302,209</b>	<b>82,642</b>	<b>43,309</b>	<b>0</b>	<b>2,386,920</b>
<b>DITS - STATEWIDE ITS - STATE 100%.</b>							
4367391	ESCAMBIA COUNTY	701,480	0	0	0	0	701,480
4367501	SANTA ROSA COUNTY	138,016	0	0	0	0	138,016
<b>Total</b>		<b>839,496</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>839,496</b>
<b>DPTO - STATE - PTO</b>							
4156062	WEST FL REGIONAL PLN	0	0	200,000	200,000	206,844	606,844
4203001	PENSACOLA INTERNATIONAL AIRPORT	921,890	0	0	0	0	921,890
4217172	FLORIDA-ALABAMA TPO	13,875	0	0	0	0	13,875
4222571	ESCAMBIA COUNTY	261,854	823,982	0	0	0	1,085,836
4222601	ESCAMBIA COUNTY	0	0	370,936	329,057	447,081	1,147,074
4222942	PETER PRINCE FIELD	111,696	0	0	0	0	111,696
4256334	PETER PRINCE FIELD	0	0	0	39,000	0	39,000
4336023	PENSACOLA INTERNATIONAL AIRPORT	0	0	0	1,100,000	0	1,100,000
<b>Total</b>		<b>1,309,315</b>	<b>823,982</b>	<b>570,936</b>	<b>1,668,057</b>	<b>653,925</b>	<b>5,026,215</b>
<b>DS - STATE PRIMARY HIGHWAYS &amp; PTO</b>							
2186031	SR 95 (US 29)	100,000	0	0	0	0	100,000
2186056	SR 10 (US 90A) NINE MILE ROAD	250,000	0	0	0	0	250,000
2186057	SR 10 (US 90A) NINE MILE ROAD	4,598,939	0	0	0	0	4,598,939



## 5-Year Summary of Projects by Funding Category

Project #	Project Name	2015/16	2016/17	2017/18	2018/19	2019/20	Total
<b>DS - STATE PRIMARY HIGHWAYS &amp; PTO</b>							
2204262	SR 30 (US 98) GULF BREEZE PKWY	2,800,000	0	0	0	0	2,800,000
2204362	SR 10 (US 90)	277,778	0	0	0	0	277,778
2204363	SR 10 (US 90)	2,222,222	0	0	0	0	2,222,222
2204401	SR 30 (US 98)	715,500	1,050,000	0	0	0	1,765,500
2204427	SR 87	762,650	0	0	0	0	762,650
4246181	SR 173 BLUE ANGEL PW	1,902,240	0	0	0	0	1,902,240
4269531	SR 291 DAVIS HWY	1,489,608	0	0	0	0	1,489,608
4288471	SR 742 CREIGHTON RD	0	559,568	0	0	0	559,568
4325391	SR 10A (US 90)	43,698	0	0	0	0	43,698
4334481	SR 10A (MOBILE HWY)	0	161,189	0	0	0	161,189
<b>Total</b>		<b>15,162,635</b>	<b>1,770,757</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>16,933,392</b>
<b>DSBC - GARCON POINT BRIDGE</b>							
4153657	SR 281	54,259	54,259	54,259	54,259	54,259	271,295
<b>Total</b>		<b>54,259</b>	<b>54,259</b>	<b>54,259</b>	<b>54,259</b>	<b>54,259</b>	<b>271,295</b>
<b>DU - STATE PRIMARY/FEDERAL REIMB</b>							
4213682	ESCAMBIA COUNTY	150,000	0	0	0	0	150,000
4213712	SANTA ROSA COUNTY	100,000	0	0	0	0	100,000
4217172	FLORIDA-ALABAMA TPO	111,000	0	0	0	0	111,000
<b>Total</b>		<b>361,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>361,000</b>
<b>FAA - FEDERAL AVIATION ADMIN</b>							
4256334	PETER PRINCE FIELD	0	0	0	702,000	0	702,000
4296094	PENSACOLA INTERNATIONAL AIRPORT	0	0	0	13,500,000	0	13,500,000
4296095	PENSACOLA INTERNATIONAL AIRPORT	0	0	0	13,500,000	0	13,500,000
4357172	PENSACOLA INTERNATIONAL AIRPORT	3,731,726	0	0	0	0	3,731,726

## 5-Year Summary of Projects by Funding Category

Project #	Project Name	2015/16	2016/17	2017/18	2018/19	2019/20	Total
<b>FAA - FEDERAL AVIATION ADMIN</b>							
4357173	PENSACOLA INTERNATIONAL AIRPORT	0	0	0	0	900,000	900,000
<b>Total</b>		<b>3,731,726</b>	<b>0</b>	<b>0</b>	<b>27,702,000</b>	<b>900,000</b>	<b>32,333,726</b>
<b>FCO - PRIMARY/FIXED CAPITAL OUTLAY</b>							
4254945	MILTON OPERATIONS CENTER	50,000	0	0	0	0	50,000
<b>Total</b>		<b>50,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>50,000</b>
<b>FTA - FEDERAL TRANSIT ADMINISTRATION</b>							
4202763	ESCAMBIA COUNTY	20,400,000	0	0	0	0	20,400,000
4213713	SANTA ROSA COUNTY	150,000	150,000	150,000	150,000	150,000	750,000
4292621	ESCAMBIA COUNTY	2,200,000	2,200,000	2,200,000	2,200,000	2,200,000	11,000,000
4309952	ESCAMBIA COUNTY	350,000	350,000	350,000	350,000	350,000	1,750,000
4309953	ESCAMBIA COUNTY	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	5,000,000
4309954	ESCAMBIA COUNTY	300,084	300,084	300,084	300,084	300,084	1,500,420
<b>Total</b>		<b>24,400,084</b>	<b>4,000,084</b>	<b>4,000,084</b>	<b>4,000,084</b>	<b>4,000,084</b>	<b>40,400,420</b>
<b>FTAT - FHWA TRANSFER TO FTA (NON-BUD)</b>							
4217331	ESCAMBIA COUNTY	300,000	300,000	300,000	300,000	300,000	1,500,000
<b>Total</b>		<b>300,000</b>	<b>300,000</b>	<b>300,000</b>	<b>300,000</b>	<b>300,000</b>	<b>1,500,000</b>
<b>GMR - GROWTH MANAGEMENT FOR SIS</b>							
2186031	SR 95 (US 29)	15,144,078	0	0	0	0	15,144,078
4296092	PENSACOLA INTERNATIONAL AIRPORT	0	0	1,500,000	0	0	1,500,000
4296093	PENSACOLA INTERNATIONAL AIRPORT	0	0	175,500	0	0	175,500
4296094	PENSACOLA INTERNATIONAL AIRPORT	0	0	0	750,000	0	750,000
4296095	PENSACOLA INTERNATIONAL AIRPORT	0	0	0	750,000	0	750,000
4357172	PENSACOLA INTERNATIONAL AIRPORT	1,531,546	0	0	0	0	1,531,546
4357174	PENSACOLA INTERNATIONAL AIRPORT	0	0	0	0	7,500,000	7,500,000

## 5-Year Summary of Projects by Funding Category

Project #	Project Name	2015/16	2016/17	2017/18	2018/19	2019/20	Total
<b>GMR - GROWTH MANAGEMENT FOR SIS</b>							
<b>Total</b>		<b>16,675,624</b>	<b>0</b>	<b>1,675,500</b>	<b>1,500,000</b>	<b>7,500,000</b>	<b>27,351,124</b>
<b>HSP - SAFETY (HIWAY SAFETY PROGRAM)</b>							
4307851	SR 10A (US 90)	661,883	0	0	0	0	<b>661,883</b>
4366141	SR 298 LILLIAN HWY	111,000	0	906,360	0	0	<b>1,017,360</b>
<b>Total</b>		<b>772,883</b>	<b>0</b>	<b>906,360</b>	<b>0</b>	<b>0</b>	<b>1,679,243</b>
<b>LF - LOCAL FUNDS</b>							
100060025	CR 99	5,000	0	0	0	0	<b>5,000</b>
100060026	CR 99	0	0	64,929	0	0	<b>64,929</b>
100060027	US 98 / SR 42 Paved Shoulders	5,000	0	0	0	0	<b>5,000</b>
100060029	US 98 / SR 42 Paved Shoulders	0	0	0	0	66,933	<b>66,933</b>
100063403	CR 99	0	5,000	0	0	0	<b>5,000</b>
100063634	CR 99	0	0	0	5,000	0	<b>5,000</b>
100064552	ORANGE BEACH SIDEWALKS	0	100,000	0	0	0	<b>100,000</b>
2184291	SR 742 BURGESS ROAD	0	0	1,000,000	0	0	<b>1,000,000</b>
2186302	SR 30 (US 98) NAVY	1,500,000	0	1,650,000	0	0	<b>3,150,000</b>
4159312	PETER PRINCE FIELD	0	120,000	0	0	0	<b>120,000</b>
4202763	ESCAMBIA COUNTY	5,100,000	0	0	0	0	<b>5,100,000</b>
4203001	PENSACOLA INTERNATIONAL AIRPORT	307,297	0	0	0	0	<b>307,297</b>
4203002	PENSACOLA INTERNATIONAL AIRPORT	0	266,667	0	0	0	<b>266,667</b>
4210111	SR 292 PERDIDO KEY	0	0	0	0	1,227,379	<b>1,227,379</b>
4210112	SR292 (Sorrento Road)	0	0	0	20,000,000	0	<b>20,000,000</b>
4210121	SR173 (Blue Angel Parkway)	0	0	0	15,000,000	0	<b>15,000,000</b>
4213682	ESCAMBIA COUNTY	150,000	0	0	0	0	<b>150,000</b>
4213712	SANTA ROSA COUNTY	100,000	0	0	0	0	<b>100,000</b>

## 5-Year Summary of Projects by Funding Category

Project #	Project Name	2015/16	2016/17	2017/18	2018/19	2019/20	Total
<b>LF - LOCAL FUNDS</b>							
4213713	SANTA ROSA COUNTY	37,500	37,500	37,500	37,500	37,500	<b>187,500</b>
4217172	FLORIDA-ALABAMA TPO	13,875	0	0	0	0	<b>13,875</b>
4217331	ESCAMBIA COUNTY	0	0	0	75,000	75,000	<b>150,000</b>
4222571	ESCAMBIA COUNTY	824,361	823,982	845,284	873,189	916,849	<b>4,283,665</b>
4222942	PETER PRINCE FIELD	56,800	0	0	0	0	<b>56,800</b>
4256333	PETER PRINCE FIELD	0	0	70,491	0	0	<b>70,491</b>
4256334	PETER PRINCE FIELD	0	0	0	39,000	0	<b>39,000</b>
4256335	PETER PRINCE FIELD	0	0	0	13,600	0	<b>13,600</b>
4256336	PETER PRINCE FIELD	0	0	0	0	150,000	<b>150,000</b>
4269531	SR 291 DAVIS HWY	25,901	0	0	0	0	<b>25,901</b>
4292621	ESCAMBIA COUNTY	550,000	550,000	550,000	550,000	550,000	<b>2,750,000</b>
4296092	PENSACOLA INTERNATIONAL AIRPORT	0	0	1,500,000	0	0	<b>1,500,000</b>
4296093	PENSACOLA INTERNATIONAL AIRPORT	0	0	675,305	0	0	<b>675,305</b>
4296094	PENSACOLA INTERNATIONAL AIRPORT	0	0	0	750,000	0	<b>750,000</b>
4296095	PENSACOLA INTERNATIONAL AIRPORT	0	0	0	750,000	0	<b>750,000</b>
4304681	O C PHILLIPS ROAD	0	0	675,000	0	3,425	<b>678,425</b>
4307861	SR 292 PERDIDO KEY	0	12,499	0	0	0	<b>12,499</b>
4309952	ESCAMBIA COUNTY	85,500	85,500	85,500	87,500	87,500	<b>431,500</b>
4309953	ESCAMBIA COUNTY	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	<b>5,000,000</b>
4309954	ESCAMBIA COUNTY	75,021	75,021	75,021	75,021	75,021	<b>375,105</b>
4322871	DAWSON ROAD	0	0	650,000	0	3,500	<b>653,500</b>
4336023	PENSACOLA INTERNATIONAL AIRPORT	0	0	0	366,666	0	<b>366,666</b>
4357172	PENSACOLA INTERNATIONAL AIRPORT	1,531,546	0	0	0	0	<b>1,531,546</b>
4357173	PENSACOLA INTERNATIONAL AIRPORT	0	0	0	0	50,000	<b>50,000</b>

## 5-Year Summary of Projects by Funding Category

Project #	Project Name	2015/16	2016/17	2017/18	2018/19	2019/20	Total
<b>LF - LOCAL FUNDS</b>							
4357174	PENSACOLA INTERNATIONAL AIRPORT	0	0	0	0	7,500,000	7,500,000
<b>Total</b>		<b>11,367,801</b>	<b>3,076,169</b>	<b>8,879,030</b>	<b>39,622,476</b>	<b>11,743,107</b>	<b>74,688,583</b>
<b>LFF - LOCAL FUND - FOR MATCHING F/A</b>							
4217331	ESCAMBIA COUNTY	75,000	75,000	75,000	0	0	225,000
<b>Total</b>		<b>75,000</b>	<b>75,000</b>	<b>75,000</b>	<b>0</b>	<b>0</b>	<b>225,000</b>
<b>LFP - LOCAL FUNDS FOR PARTICIPATING</b>							
4210143	LONGLEAF DRIVE	0	1,014,603	0	0	0	1,014,603
4369021	NAVARRE COMMUNITY ACCESS ROAD	0	0	250,000	0	0	250,000
<b>Total</b>		<b>0</b>	<b>1,014,603</b>	<b>250,000</b>	<b>0</b>	<b>0</b>	<b>1,264,603</b>
<b>NHRE - NAT HWY PERFORM - RESURFACING</b>							
4246181	SR 173 BLUE ANGEL PW	199,035	0	0	0	0	199,035
4269291	SR 95 (US 29)	720,758	0	0	0	0	720,758
4269511	SR 727/SR 295 FAIRFIELD DR	1,710,290	0	0	0	0	1,710,290
4269531	SR 291 DAVIS HWY	710,496	0	0	0	0	710,496
4307851	SR 10A (US 90)	1,552,918	0	0	0	0	1,552,918
4325391	SR 10A (US 90)	364,149	0	0	0	0	364,149
4346111	SR 95 (US 29)	0	4,373,810	0	0	0	4,373,810
4362711	SR 30 (US98) E CHASE ST	0	0	253,141	0	0	253,141
<b>Total</b>		<b>5,257,646</b>	<b>4,373,810</b>	<b>253,141</b>	<b>0</b>	<b>0</b>	<b>9,884,597</b>
<b>PL - METRO PLAN (85% FA; 15% OTHER)</b>							
4279311	FLORIDA-ALABAMA TPO	578,172	0	0	0	0	578,172
4317401	FLORIDA-ALABAMA	0	578,172	578,172	0	0	1,156,344
4348781	FLORIDA-ALABAMA	0	0	0	578,172	578,172	1,156,344
<b>Total</b>		<b>578,172</b>	<b>578,172</b>	<b>578,172</b>	<b>578,172</b>	<b>578,172</b>	<b>2,890,860</b>

## 5-Year Summary of Projects by Funding Category

Project #	Project Name	2015/16	2016/17	2017/18	2018/19	2019/20	Total
<b>PLH - PUBLIC LANDS HIGHWAY</b>							
4365111	CITY OF PENSACOLA FERRY LANDING	1,110,000	0	0	0	0	1,110,000
<b>Total</b>		<b>1,110,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1,110,000</b>
<b>SA - STP, ANY AREA</b>							
4167483	SR 87N / SR 87S CONNECTOR NEW ALIGNMENT	0	0	0	4,330,931	0	4,330,931
4269531	SR 291 DAVIS HWY	155,946	0	0	0	0	155,946
4288461	SR 296 BAYOU BLVD	1,638,121	0	0	0	0	1,638,121
4307851	SR 10A (US 90)	124,233	0	0	0	0	124,233
4317852	SR 289 9TH AVENUE	0	29,217	0	0	0	29,217
4325621	SR 750 AIRPORT BLVD	0	0	1,608,014	0	0	1,608,014
4334481	SR 10A (MOBILE HWY)	246,614	0	0	0	0	246,614
4346111	SR 95 (US 29)	0	699,810	0	0	0	699,810
4362721	SR30/298 (US 98) LILLIAN HWY	0	0	1,697,282	0	0	1,697,282
<b>Total</b>		<b>2,164,914</b>	<b>729,027</b>	<b>3,305,296</b>	<b>4,330,931</b>	<b>0</b>	<b>10,530,168</b>
<b>STPAA - Surface Transportation Program Any Area (ALDOT)</b>							
100060120	Baldwin County	0	0	375,548	0	0	375,548
<b>Total</b>		<b>0</b>	<b>0</b>	<b>375,548</b>	<b>0</b>	<b>0</b>	<b>375,548</b>
<b>STPLL - Surface Transportation Program Lillian (ALDOT)</b>							
100060025	CR 99	20,000	0	0	0	0	20,000
100060026	CR 99	0	0	259,716	0	0	259,716
100060027	US 98 / SR 42 Paved Shoulders	20,000	0	0	0	0	20,000
100060029	US 98 / SR 42 Paved Shoulders	0	0	0	0	267,731	267,731
100063403	CR 99	0	20,000	0	0	0	20,000
100063634	CR 99	0	0	0	20,000	0	20,000
<b>Total</b>		<b>40,000</b>	<b>20,000</b>	<b>259,716</b>	<b>20,000</b>	<b>267,731</b>	<b>607,447</b>

### 5-Year Summary of Projects by Funding Category

Project #	Project Name	2015/16	2016/17	2017/18	2018/19	2019/20	Total
<b>SU - STP, URBAN AREAS &gt; 200K</b>							
2184932	SR 292 GULF BEACH HWY	0	0	793,940	0	0	<b>793,940</b>
2184933	SR 292 SORRENTO RD/GULF BCH HWY	0	0	0	1,657,349	0	<b>1,657,349</b>
2186055	SR 10 (US 90A) NINE MILE ROAD	0	1,095,848	769,962	0	0	<b>1,865,810</b>
2186931	ESCAMBIA/SANTA ROSA	91,249	0	0	0	1,421,430	<b>1,512,679</b>
2186932	ESCAMBIA/SANTA ROSA	133,034	0	0	0	0	<b>133,034</b>
2186936	ESCAMBIA/SANTA ROSA	18,518	0	0	0	0	<b>18,518</b>
4097927	SR292 GULF BEACH HWY	1,500,000	0	0	0	0	<b>1,500,000</b>
4097929	ESCAMBIA COUNTY	150,000	130,000	130,000	130,000	0	<b>540,000</b>
4125452	ESCAMBIA/SANTA ROSA	300,000	300,000	300,000	300,000	300,000	<b>1,500,000</b>
4217331	ESCAMBIA COUNTY	300,000	300,000	300,000	300,000	300,000	<b>1,500,000</b>
4257454	SR 727 FAIRFIELD DR	86,174	0	0	0	0	<b>86,174</b>
4257455	CR 295A	0	353,650	0	0	0	<b>353,650</b>
4317851	SR 742 CREIGHTON RD	0	650,507	0	0	0	<b>650,507</b>
4317871	SR 727 FAIRFIELD DR	367,906	0	0	0	0	<b>367,906</b>
4318831	SR 30/10 (US 98/90)	0	1,392,097	0	0	0	<b>1,392,097</b>
4318832	SR 10 (US 90)	0	0	1,400,085	0	0	<b>1,400,085</b>
4318833	SR 30 (US 98)	0	0	0	1,436,363	0	<b>1,436,363</b>
4318834	SR 10 (US 90)	440,000	0	0	0	1,065,677	<b>1,505,677</b>
4318835	SR 30 (US 98)	440,000	0	0	0	1,065,677	<b>1,505,677</b>
4367191	SR 295 NEW WARRINGTON RD	265,800	0	589,624	0	0	<b>855,424</b>
4367201	SR 292 GULF BEACH HWY	216,000	61,700	0	459,452	0	<b>737,152</b>
4371151	SANTA ROSA COUNTY	0	0	0	0	130,000	<b>130,000</b>
<b>Total</b>		<b>4,308,681</b>	<b>4,283,802</b>	<b>4,283,611</b>	<b>4,283,164</b>	<b>4,282,784</b>	<b>21,442,042</b>
<b>TALT - TRANSPORTATION ALTS- ANY AREA</b>							
4370851	CR 292A BAUER ROAD	0	2,705	0	0	0	<b>2,705</b>

## 5-Year Summary of Projects by Funding Category

Project #	Project Name	2015/16	2016/17	2017/18	2018/19	2019/20	Total
<b>TALT - TRANSPORTATION ALTS- ANY AREA</b>							
4370871	HAMILTON BRIDGE ROAD	0	23,306	0	6,265	0	<b>29,571</b>
4370911	CR 197A JAY/SPRING STREET	0	0	0	1,000	143,567	<b>144,567</b>
<b>Total</b>		<b>0</b>	<b>26,011</b>	<b>0</b>	<b>7,265</b>	<b>143,567</b>	<b>176,843</b>
<b>TALU - TRANSPORTATION ALTS- &gt;200K</b>							
4335751	OLD US 90	311,245	0	0	0	0	<b>311,245</b>
4369851	KING MIDDLE SCHOOL	27,722	0	0	254,854	0	<b>282,576</b>
4370851	CR 292A BAUER ROAD	39,093	426,676	0	0	0	<b>465,769</b>
4370871	HAMILTON BRIDGE ROAD	0	0	105,325	66,434	0	<b>171,759</b>
4370872	GLOVER LANE	34,112	0	260,931	0	0	<b>295,043</b>
4370911	CR 197A JAY/SPRING STREET	0	0	60,401	105,325	426,575	<b>592,301</b>
<b>Total</b>		<b>412,172</b>	<b>426,676</b>	<b>426,657</b>	<b>426,613</b>	<b>426,575</b>	<b>2,118,693</b>
<b>TAPAA - Transportation Alternatives Program any area MAP 21</b>							
100064552	ORANGE BEACH SIDEWALKS	0	400,000	0	0	0	<b>400,000</b>
<b>Total</b>		<b>0</b>	<b>400,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>400,000</b>
<b>TMBC - GARCON POINT BRIDGE</b>							
4168131	GARCON POINT TOLL	79,585	80,185	80,185	80,185	80,185	<b>400,325</b>
<b>Total</b>		<b>79,585</b>	<b>80,185</b>	<b>80,185</b>	<b>80,185</b>	<b>80,185</b>	<b>400,325</b>
<b>TOBC - GARCON POINT BRIDGE</b>							
4050151	TOLL OPERATIONS	1,446,533	1,411,533	1,446,533	1,461,533	1,462,000	<b>7,228,132</b>
<b>Total</b>		<b>1,446,533</b>	<b>1,411,533</b>	<b>1,446,533</b>	<b>1,461,533</b>	<b>1,462,000</b>	<b>7,228,132</b>
<b>TRIP - TRANS REGIONAL INCENTIVE PROGM</b>							
4210111	SR 292 PERDIDO KEY	0	0	0	0	1,227,379	<b>1,227,379</b>
4210143	LONGLEAF DRIVE	0	1,014,603	0	0	0	<b>1,014,603</b>
4369021	NAVARRE COMMUNITY ACCESS ROAD	0	250,000	0	0	0	<b>250,000</b>



## 5-Year Summary of Projects by Funding Category

Project #	Project Name	2015/16	2016/17	2017/18	2018/19	2019/20	Total
TRIP - TRANS REGIONAL INCENTIVE PROGM							
Total		0	1,264,603	0	0	1,227,379	2,491,982

### 3-Year Summary of Projects by Funding Category

Project #	Project Name	2015/16	2016/17	2017/18	Total
<b>ACBR - ADVANCE CONSTRUCTION (BRT)</b>					
4093341	SR30 (US98)	7,924,634	10,955,309	0	18,879,943
<b>Total</b>		<b>7,924,634</b>	<b>10,955,309</b>	<b>0</b>	<b>18,879,943</b>
<b>ACBZ - ADVANCE CONSTRUCTION (BRTZ)</b>					
4134791	CR 97A	15,600	3,133,090	0	3,148,690
4304651	CR 196	0	0	2,035,769	2,035,769
4304661	CR 99	38,900	3,733,102	0	3,772,002
4304671	DORTCH ROAD	0	900,850	0	900,850
4304681	O C PHILLIPS ROAD	0	0	67,500	67,500
4304691	CR 99A	52,000	1,820,976	0	1,872,976
4304701	SANDY HOLLOW ROAD	27,500	1,689,334	0	1,716,834
4304711	BLUFF SPRINGS ROAD	5,500	1,096,713	0	1,102,213
4304721	PATRICIA DRIVE	0	3,087,714	0	3,087,714
4322861	HANKS ROAD	0	26,000	0	26,000
4322871	DAWSON ROAD	0	0	65,000	65,000
4322881	CRARY ROAD	0	21,000	0	21,000
4339041	CR 182	0	30,200	0	30,200
4339051	BRATT ROAD	0	28,700	0	28,700
<b>Total</b>		<b>139,500</b>	<b>15,567,679</b>	<b>2,168,269</b>	<b>17,875,448</b>
<b>ACNP - ADVANCE CONSTRUCTION NHPP</b>					
2186031	SR 95 (US 29)	11,350,562	1,025,000	0	12,375,562
2224762	SR 8 (I-10)	7,723,800	0	0	7,723,800
4327361	SR 8 (I-10)	12,928,719	0	0	12,928,719
4370801	SR 8A (I-110)	300,000	0	0	300,000
<b>Total</b>		<b>32,303,081</b>	<b>1,025,000</b>	<b>0</b>	<b>33,328,081</b>

### 3-Year Summary of Projects by Funding Category

Project #	Project Name	2015/16	2016/17	2017/18	Total
<b>ACSB - ADVANCE CONSTRUCTION (SABR)</b>					
4255192	SR 97	0	0	2,765,769	2,765,769
4322851	CR 168	0	27,400	0	27,400
<b>Total</b>		<b>0</b>	<b>27,400</b>	<b>2,765,769</b>	<b>2,793,169</b>
<b>BNBR - AMENDMENT 4 BONDS (BRIDGES)</b>					
4093341	SR30 (US98)	1,300,000	283,732,360	0	285,032,360
<b>Total</b>		<b>1,300,000</b>	<b>283,732,360</b>	<b>0</b>	<b>285,032,360</b>
<b>BNIR - INTRASTATE R/W &amp; BRIDGE BONDS</b>					
2186031	SR 95 (US 29)	1,550,416	0	0	1,550,416
<b>Total</b>		<b>1,550,416</b>	<b>0</b>	<b>0</b>	<b>1,550,416</b>
<b>BRP - STATE BRIDGE REPLACEMENT</b>					
4093341	SR30 (US98)	194,329	194,532,224	0	194,726,553
4255192	SR 97	0	17,100	0	17,100
<b>Total</b>		<b>194,329</b>	<b>194,549,324</b>	<b>0</b>	<b>194,743,653</b>
<b>BRRP - STATE BRIDGE REPAIR &amp; REHAB</b>					
4074784	SR 10 (US 90)	137,420	0	0	137,420
4155753	SR 292 GULF BEACH HIGHWAY	1,344,959	0	0	1,344,959
4339181	SR 8 (I-10)	948,776	0	0	948,776
4346031	SR 742 CREIGHTON RD	26,770	0	0	26,770
4351481	SR 752 & SR 291	279,178	0	0	279,178
<b>Total</b>		<b>2,737,103</b>	<b>0</b>	<b>0</b>	<b>2,737,103</b>
<b>CM - CONGESTION MITIGATION - AQ</b>					
4246181	SR 173 BLUE ANGEL PW	133,034	0	0	133,034
4288461	SR 296 BAYOU BLVD	130,967	0	0	130,967
4317852	SR 289 9TH AVENUE	0	485,870	0	485,870

### 3-Year Summary of Projects by Funding Category

Project #	Project Name	2015/16	2016/17	2017/18	Total
4325621	SR 750 AIRPORT BLVD	0	0	273,362	273,362
4334481	SR 10A (MOBILE HWY)	0	297,915	0	297,915
4362711	SR 30 (US98) E CHASE ST	0	0	58,223	58,223
4362721	SR30/298 (US 98) LILLIAN HWY	0	0	288,538	288,538
<b>Total</b>		<b>264,001</b>	<b>783,785</b>	<b>620,123</b>	<b>1,667,909</b>
<b>D - UNRESTRICTED STATE PRIMARY</b>					
0001541	TOLL OPERATIONS CR 399 BOB SIKES BRIDGE	40,000	40,000	40,000	120,000
4254945	MILTON OPERATIONS CENTER	50,000	0	0	50,000
<b>Total</b>		<b>90,000</b>	<b>40,000</b>	<b>40,000</b>	<b>170,000</b>
<b>DDR - DISTRICT DEDICATED REVENUE</b>					
2186053	SR 10 (US 90A) NINE MILE ROAD	1,168,741	0	0	1,168,741
2186056	SR 10 (US 90A) NINE MILE ROAD	22,536,409	0	0	22,536,409
2186057	SR 10 (US 90A) NINE MILE ROAD	135,135	0	0	135,135
2204401	SR 30 (US 98)	1,948,480	0	0	1,948,480
2224393	SR 8 (I-10) STATELINE GATEWAY & WELCOME CTR	595,502	0	0	595,502
2224772	SR 8 (I-10)	0	0	530,868	530,868
4156062	WEST FL REGIONAL PLN	200,000	200,000	0	400,000
4159312	PETER PRINCE FIELD	0	430,000	0	430,000
4203002	PENSACOLA INTERNATIONAL AIRPORT	0	800,000	0	800,000
4222571	ESCAMBIA COUNTY	562,507	0	845,284	1,407,791
4222601	ESCAMBIA COUNTY	420,000	420,000	49,064	889,064
4222942	PETER PRINCE FIELD	115,504	0	0	115,504
4229072	SR 10 (US 90) OVER MACAVIS BAYOU BRIDGE	0	323,798	0	323,798
4256333	PETER PRINCE FIELD	0	0	281,964	281,964
4269291	SR 95 (US 29)	104,561	0	0	104,561

### 3-Year Summary of Projects by Funding Category

Project #	Project Name	2015/16	2016/17	2017/18	Total
4269511	SR 727/SR 295 FAIRFIELD DR	600,028	0	0	600,028
4269531	SR 291 DAVIS HWY	340,513	0	0	340,513
4288471	SR 742 CREIGHTON RD	0	3,497,303	0	3,497,303
4296093	PENSACOLA INTERNATIONAL AIRPORT	0	0	499,805	499,805
4307861	SR 292 PERDIDO KEY	0	2,814,582	0	2,814,582
4325551	SR 4	200,314	937,901	0	1,138,215
4325621	SR 750 AIRPORT BLVD	278,520	187,400	0	465,920
4346061	SR 296 BRENT LANE	0	336,775	0	336,775
4346681	SR 399 AND SR 30 (US 98) RAMPS RESURFACING	0	557,626	0	557,626
4351793	SR 296 BRENT LANE @ SPRINGHILL DRIVE	50,253	0	0	50,253
4351794	SR 292 BARRANCAS AVE @ SR 292 S PACE	235,626	0	0	235,626
4351801	SR 95 (US 29) STATELINE GATEWAY LANDSCAPING	175,309	0	0	175,309
4362741	SR 750 AIRPORT BOULEVARD	280,076	0	0	280,076
4367241	SR 10A (US 90) MOBILE HWY	284,640	73,800	896,093	1,254,533
4367391	ESCAMBIA COUNTY	3,040	738,180	773,225	1,514,445
4367501	SANTA ROSA COUNTY	61,408	211,668	224,469	497,545
4378441	SR 30 (US 98) GREGORY STREET & BAYFRONT	801,595	0	0	801,595
<b>Total</b>		<b>31,098,161</b>	<b>11,529,033</b>	<b>4,100,772</b>	<b>46,727,966</b>
<b>DEM - ENVIRONMENTAL MITIGATION</b>					
2184291	SR 742 BURGESS ROAD	222,864	0	0	222,864
4210111	SR 292 PERDIDO KEY	85,584	0	0	85,584
<b>Total</b>		<b>308,448</b>	<b>0</b>	<b>0</b>	<b>308,448</b>
<b>DI - ST. - S/W INTER/INTRASTATE HWY</b>					
2186031	SR 95 (US 29)	10,270,000	0	0	10,270,000
2186053	SR 10 (US 90A) NINE MILE ROAD	12,302,539	0	0	12,302,539

### 3-Year Summary of Projects by Funding Category

Project #	Project Name	2015/16	2016/17	2017/18	Total
2204427	SR 87	31,394,480	0	0	31,394,480
2224393	SR 8 (I-10) STATELINE GATEWAY & WELCOME CTR	1,433,315	0	0	1,433,315
4130623	SR 8 (I-10)	1,923,295	0	0	1,923,295
<b>Total</b>		<b>57,323,629</b>	<b>0</b>	<b>0</b>	<b>57,323,629</b>
<b>DIH - STATE IN-HOUSE PRODUCT SUPPORT</b>					
2186053	SR 10 (US 90A) NINE MILE ROAD	207,774	0	0	207,774
2186056	SR 10 (US 90A) NINE MILE ROAD	292,174	0	0	292,174
2186057	SR 10 (US 90A) NINE MILE ROAD	116,667	0	0	116,667
2186302	SR 30 (US 98) NAVY	10,000	0	1,500	11,500
2204262	SR 30 (US 98) GULF BREEZE PKWY	28,000	0	0	28,000
2204362	SR 10 (US 90)	27,777	0	0	27,777
2204363	SR 10 (US 90)	22,222	0	0	22,222
2204401	SR 30 (US 98)	75,000	40,000	0	115,000
2204427	SR 87	299,843	0	0	299,843
2224393	SR 8 (I-10) STATELINE GATEWAY & WELCOME CTR	27,934	0	0	27,934
2224772	SR 8 (I-10)	0	0	2,374	2,374
4074784	SR 10 (US 90)	1,181	0	0	1,181
4093341	SR30 (US98)	0	374,202	0	374,202
4155753	SR 292 GULF BEACH HIGHWAY	26,189	0	0	26,189
4229072	SR 10 (US 90) OVER MACAVIS BAYOU BRIDGE	0	6,055	0	6,055
4246181	SR 173 BLUE ANGEL PW	20,163	0	0	20,163
4255192	SR 97	0	7,500	0	7,500
4257454	SR 727 FAIRFIELD DR	7,610	0	0	7,610
4269291	SR 95 (US 29)	170,200	0	0	170,200
4269511	SR 727/SR 295 FAIRFIELD DR	28,808	0	0	28,808

### 3-Year Summary of Projects by Funding Category

Project #	Project Name	2015/16	2016/17	2017/18	Total
4269531	SR 291 DAVIS HWY	31,070	0	0	31,070
4288461	SR 296 BAYOU BLVD	17,733	0	0	17,733
4288471	SR 742 CREIGHTON RD	0	21,888	0	21,888
4307851	SR 10A (US 90)	22,981	0	0	22,981
4307861	SR 292 PERDIDO KEY	0	38,241	0	38,241
4317851	SR 742 CREIGHTON RD	0	5,460	0	5,460
4317852	SR 289 9TH AVENUE	5,000	6,895	0	11,895
4317871	SR 727 FAIRFIELD DR	5,669	0	0	5,669
4318831	SR 30/10 (US 98/90)	0	9,377	0	9,377
4325391	SR 10A (US 90)	5,233	0	0	5,233
4325551	SR 4	0	22,346	0	22,346
4325621	SR 750 AIRPORT BLVD	32,084	10,000	27,336	69,420
4327361	SR 8 (I-10)	230,549	0	0	230,549
4334481	SR 10A (MOBILE HWY)	16,391	5,494	0	21,885
4339181	SR 8 (I-10)	9,567	0	0	9,567
4346031	SR 742 CREIGHTON RD	949	0	0	949
4346061	SR 296 BRENT LANE	0	7,382	0	7,382
4346111	SR 95 (US 29)	0	67,724	0	67,724
4346681	SR 399 AND SR 30 (US 98) RAMPS RESURFACING	0	13,847	0	13,847
4351481	SR 752 & SR 291	4,275	0	0	4,275
4351793	SR 296 BRENT LANE @ SPRINGHILL DRIVE	4,724	0	0	4,724
4351794	SR 292 BARRANCAS AVE @ SR 292 S PACE	5,905	0	0	5,905
4351801	SR 95 (US 29) STATELINE GATEWAY LANDSCAPING	3,543	0	0	3,543
4362711	SR 30 (US98) E CHASE ST	26,684	0	5,822	32,506
4362721	SR30/298 (US 98) LILLIAN HWY	54,476	0	28,854	83,330

### 3-Year Summary of Projects by Funding Category

Project #	Project Name	2015/16	2016/17	2017/18	Total
4362741	SR 750 AIRPORT BOULEVARD	5,661	0	0	5,661
4367191	SR 295 NEW WARRINGTON RD	25,580	0	0	25,580
4367201	SR 292 GULF BEACH HWY	20,600	20,000	0	40,600
4367241	SR 10A (US 90) MOBILE HWY	28,464	20,000	16,756	65,220
4378441	SR 30 (US 98) GREGORY STREET & BAYFRONT	40,080	0	0	40,080
<b>Total</b>		<b>1,958,760</b>	<b>676,411</b>	<b>82,642</b>	<b>2,717,813</b>
<b>DITS - STATEWIDE ITS - STATE 100%.</b>					
4147061	Pensacola ITS Project	2,604,500	2,604,500	2,605,000	7,814,000
4367391	ESCAMBIA COUNTY	701,480	0	0	701,480
4367501	SANTA ROSA COUNTY	138,016	0	0	138,016
<b>Total</b>		<b>3,443,996</b>	<b>2,604,500</b>	<b>2,605,000</b>	<b>8,653,496</b>
<b>DPTO - STATE - PTO</b>					
4156062	WEST FL REGIONAL PLN	0	0	200,000	200,000
4203001	PENSACOLA INTERNATIONAL AIRPORT	921,890	0	0	921,890
4217172	FLORIDA-ALABAMA TPO	13,875	0	0	13,875
4222571	ESCAMBIA COUNTY	261,854	823,982	0	1,085,836
4222601	ESCAMBIA COUNTY	0	0	370,936	370,936
4222942	PETER PRINCE FIELD	111,696	0	0	111,696
<b>Total</b>		<b>1,309,315</b>	<b>823,982</b>	<b>570,936</b>	<b>2,704,233</b>
<b>DS - STATE PRIMARY HIGHWAYS &amp; PTO</b>					
2186031	SR 95 (US 29)	100,000	0	0	100,000
2186056	SR 10 (US 90A) NINE MILE ROAD	250,000	0	0	250,000
2186057	SR 10 (US 90A) NINE MILE ROAD	4,598,939	0	0	4,598,939
2204262	SR 30 (US 98) GULF BREEZE PKWY	2,800,000	0	0	2,800,000
2204362	SR 10 (US 90)	277,778	0	0	277,778



### 3-Year Summary of Projects by Funding Category

Project #	Project Name	2015/16	2016/17	2017/18	Total
2204363	SR 10 (US 90)	2,222,222	0	0	2,222,222
2204401	SR 30 (US 98)	715,500	1,050,000	0	1,765,500
2204427	SR 87	762,650	0	0	762,650
4246181	SR 173 BLUE ANGEL PW	1,902,240	0	0	1,902,240
4269531	SR 291 DAVIS HWY	1,489,608	0	0	1,489,608
4288471	SR 742 CREIGHTON RD	0	559,568	0	559,568
4325391	SR 10A (US 90)	43,698	0	0	43,698
4334481	SR 10A (MOBILE HWY)	0	161,189	0	161,189
<b>Total</b>		<b>15,162,635</b>	<b>1,770,757</b>	<b>0</b>	<b>16,933,392</b>
<b>DSBC - GARCON POINT BRIDGE</b>					
4153657	SR 281	54,259	54,259	54,259	162,777
<b>Total</b>		<b>54,259</b>	<b>54,259</b>	<b>54,259</b>	<b>162,777</b>
<b>DU - STATE PRIMARY/FEDERAL REIMB</b>					
4213682	ESCAMBIA COUNTY	150,000	0	0	150,000
4213712	SANTA ROSA COUNTY	100,000	0	0	100,000
4217172	FLORIDA-ALABAMA TPO	111,000	0	0	111,000
<b>Total</b>		<b>361,000</b>	<b>0</b>	<b>0</b>	<b>361,000</b>
<b>FAA - FEDERAL AVIATION ADMIN</b>					
4357172	PENSACOLA INTERNATIONAL AIRPORT	3,731,726	0	0	3,731,726
<b>Total</b>		<b>3,731,726</b>	<b>0</b>	<b>0</b>	<b>3,731,726</b>
<b>FCO - PRIMARY/FIXED CAPITAL OUTLAY</b>					
4254945	MILTON OPERATIONS CENTER	50,000	0	0	50,000
<b>Total</b>		<b>50,000</b>	<b>0</b>	<b>0</b>	<b>50,000</b>
<b>FTA - FEDERAL TRANSIT ADMINISTRATION</b>					
4202763	ESCAMBIA COUNTY	20,400,000	0	0	20,400,000

### 3-Year Summary of Projects by Funding Category

Project #	Project Name	2015/16	2016/17	2017/18	Total
4213713	SANTA ROSA COUNTY	150,000	150,000	150,000	450,000
4292621	ESCAMBIA COUNTY	2,200,000	2,200,000	2,200,000	6,600,000
4309952	ESCAMBIA COUNTY	350,000	350,000	350,000	1,050,000
4309953	ESCAMBIA COUNTY	1,000,000	1,000,000	1,000,000	3,000,000
4309954	ESCAMBIA COUNTY	300,084	300,084	300,084	900,252
<b>Total</b>		<b>24,400,084</b>	<b>4,000,084</b>	<b>4,000,084</b>	<b>32,400,252</b>
<b>FTAT - FHWA TRANSFER TO FTA (NON-BUD)</b>					
4217331	ESCAMBIA COUNTY	300,000	300,000	300,000	900,000
<b>Total</b>		<b>300,000</b>	<b>300,000</b>	<b>300,000</b>	<b>900,000</b>
<b>GMR - GROWTH MANAGEMENT FOR SIS</b>					
2186031	SR 95 (US 29)	15,144,078	0	0	15,144,078
4296092	PENSACOLA INTERNATIONAL AIRPORT	0	0	1,500,000	1,500,000
4296093	PENSACOLA INTERNATIONAL AIRPORT	0	0	175,500	175,500
4357172	PENSACOLA INTERNATIONAL AIRPORT	1,531,546	0	0	1,531,546
<b>Total</b>		<b>16,675,624</b>	<b>0</b>	<b>1,675,500</b>	<b>18,351,124</b>
<b>HSP - SAFETY (HIWAY SAFETY PROGRAM)</b>					
4307851	SR 10A (US 90)	661,883	0	0	661,883
4366141	SR 298 LILLIAN HWY	111,000	0	906,360	1,017,360
<b>Total</b>		<b>772,883</b>	<b>0</b>	<b>906,360</b>	<b>1,679,243</b>
<b>LF - LOCAL FUNDS</b>					
100060025	CR 99	5,000	0	0	5,000
100060026	CR 99	0	0	64,929	64,929
100060027	US 98 / SR 42 Paved Shoulders	5,000	0	0	5,000
100063403	CR 99	0	5,000	0	5,000
100064552	ORANGE BEACH SIDEWALKS	0	100,000	0	100,000

### 3-Year Summary of Projects by Funding Category

Project #	Project Name	2015/16	2016/17	2017/18	Total
2184291	SR 742 BURGESS ROAD	0	0	1,000,000	1,000,000
2186302	SR 30 (US 98) NAVY	1,500,000	0	1,650,000	3,150,000
4159312	PETER PRINCE FIELD	0	120,000	0	120,000
4202763	ESCAMBIA COUNTY	5,100,000	0	0	5,100,000
4203001	PENSACOLA INTERNATIONAL AIRPORT	307,297	0	0	307,297
4203002	PENSACOLA INTERNATIONAL AIRPORT	0	266,667	0	266,667
4213682	ESCAMBIA COUNTY	150,000	0	0	150,000
4213712	SANTA ROSA COUNTY	100,000	0	0	100,000
4213713	SANTA ROSA COUNTY	37,500	37,500	37,500	112,500
4217172	FLORIDA-ALABAMA TPO	13,875	0	0	13,875
4222571	ESCAMBIA COUNTY	824,361	823,982	845,284	2,493,627
4222942	PETER PRINCE FIELD	56,800	0	0	56,800
4256333	PETER PRINCE FIELD	0	0	70,491	70,491
4269531	SR 291 DAVIS HWY	25,901	0	0	25,901
4292621	ESCAMBIA COUNTY	550,000	550,000	550,000	1,650,000
4296092	PENSACOLA INTERNATIONAL AIRPORT	0	0	1,500,000	1,500,000
4296093	PENSACOLA INTERNATIONAL AIRPORT	0	0	675,305	675,305
4304681	O C PHILLIPS ROAD	0	0	675,000	675,000
4307861	SR 292 PERDIDO KEY	0	12,499	0	12,499
4309952	ESCAMBIA COUNTY	85,500	85,500	85,500	256,500
4309953	ESCAMBIA COUNTY	1,000,000	1,000,000	1,000,000	3,000,000
4309954	ESCAMBIA COUNTY	75,021	75,021	75,021	225,063
4322871	DAWSON ROAD	0	0	650,000	650,000
4357172	PENSACOLA INTERNATIONAL AIRPORT	1,531,546	0	0	1,531,546
<b>Total</b>		<b>11,367,801</b>	<b>3,076,169</b>	<b>8,879,030</b>	<b>23,323,000</b>

### 3-Year Summary of Projects by Funding Category

Project #	Project Name	2015/16	2016/17	2017/18	Total
<b>LFF - LOCAL FUND - FOR MATCHING F/A</b>					
4217331	ESCAMBIA COUNTY	75,000	75,000	75,000	225,000
<b>Total</b>		<b>75,000</b>	<b>75,000</b>	<b>75,000</b>	<b>225,000</b>
<b>LFP - LOCAL FUNDS FOR PARTICIPATING</b>					
4210143	LONGLEAF DRIVE	0	1,014,603	0	1,014,603
4369021	NAVARRE COMMUNITY ACCESS ROAD	0	0	250,000	250,000
<b>Total</b>		<b>0</b>	<b>1,014,603</b>	<b>250,000</b>	<b>1,264,603</b>
<b>NHBR - NATIONAL HIGHWAYS BRIDGES</b>					
4093341	SR30 (US98)	891,314	0	0	891,314
<b>Total</b>		<b>891,314</b>	<b>0</b>	<b>0</b>	<b>891,314</b>
<b>NHRE - NAT HWY PERFORM - RESURFACING</b>					
4246181	SR 173 BLUE ANGEL PW	199,035	0	0	199,035
4269291	SR 95 (US 29)	720,758	0	0	720,758
4269511	SR 727/SR 295 FAIRFIELD DR	1,710,290	0	0	1,710,290
4269531	SR 291 DAVIS HWY	710,496	0	0	710,496
4307851	SR 10A (US 90)	1,552,918	0	0	1,552,918
4325391	SR 10A (US 90)	364,149	0	0	364,149
4346111	SR 95 (US 29)	0	4,373,810	0	4,373,810
4362711	SR 30 (US98) E CHASE ST	0	0	253,141	253,141
<b>Total</b>		<b>5,257,646</b>	<b>4,373,810</b>	<b>253,141</b>	<b>9,884,597</b>
<b>PL - METRO PLAN (85% FA; 15% OTHER)</b>					
4279311	FLORIDA-ALABAMA TPO	578,172	0	0	578,172
4317401	FLORIDA-ALABAMA	0	578,172	578,172	1,156,344
<b>Total</b>		<b>578,172</b>	<b>578,172</b>	<b>578,172</b>	<b>1,734,516</b>
<b>PLH - PUBLIC LANDS HIGHWAY</b>					

### 3-Year Summary of Projects by Funding Category

Project #	Project Name	2015/16	2016/17	2017/18	Total
4365111	CITY OF PENSACOLA FERRY LANDING	1,110,000	0	0	1,110,000
<b>Total</b>		<b>1,110,000</b>	<b>0</b>	<b>0</b>	<b>1,110,000</b>
<b>SA - STP, ANY AREA</b>					
4269531	SR 291 DAVIS HWY	155,946	0	0	155,946
4288461	SR 296 BAYOU BLVD	1,638,121	0	0	1,638,121
4307851	SR 10A (US 90)	124,233	0	0	124,233
4317852	SR 289 9TH AVENUE	0	29,217	0	29,217
4325621	SR 750 AIRPORT BLVD	0	0	1,608,014	1,608,014
4334481	SR 10A (MOBILE HWY)	246,614	0	0	246,614
4346111	SR 95 (US 29)	0	699,810	0	699,810
4362721	SR30/298 (US 98) LILLIAN HWY	0	0	1,697,282	1,697,282
<b>Total</b>		<b>2,164,914</b>	<b>729,027</b>	<b>3,305,296</b>	<b>6,199,237</b>
<b>STPAA - Surface Transportation Program Any Area (ALDOT)</b>					
100060120	Baldwin County	0	0	375,548	375,548
<b>Total</b>		<b>0</b>	<b>0</b>	<b>375,548</b>	<b>375,548</b>
<b>STPLL - Surface Transportation Program Lillian (ALDOT)</b>					
100060025	CR 99	20,000	0	0	20,000
100060026	CR 99	0	0	259,716	259,716
100060027	US 98 / SR 42 Paved Shoulders	20,000	0	0	20,000
100063403	CR 99	0	20,000	0	20,000
<b>Total</b>		<b>40,000</b>	<b>20,000</b>	<b>259,716</b>	<b>319,716</b>
<b>SU - STP, URBAN AREAS &gt; 200K</b>					
2184932	SR 292 GULF BEACH HWY	0	0	793,940	793,940
2186055	SR 10 (US 90A) NINE MILE ROAD	0	1,095,848	769,962	1,865,810
2186931	ESCAMBIA/SANTA ROSA	91,249	0	0	91,249

### 3-Year Summary of Projects by Funding Category

Project #	Project Name	2015/16	2016/17	2017/18	Total
2186932	ESCAMBIA/SANTA ROSA	133,034	0	0	133,034
2186936	ESCAMBIA/SANTA ROSA	18,518	0	0	18,518
4097927	SR292 GULF BEACH HWY	1,500,000	0	0	1,500,000
4097929	ESCAMBIA COUNTY	150,000	130,000	130,000	410,000
4125452	ESCAMBIA/SANTA ROSA	300,000	300,000	300,000	900,000
4217331	ESCAMBIA COUNTY	300,000	300,000	300,000	900,000
4257454	SR 727 FAIRFIELD DR	86,174	0	0	86,174
4257455	CR 295A	0	353,650	0	353,650
4317851	SR 742 CREIGHTON RD	0	650,507	0	650,507
4317871	SR 727 FAIRFIELD DR	367,906	0	0	367,906
4318831	SR 30/10 (US 98/90)	0	1,392,097	0	1,392,097
4318832	SR 10 (US 90)	0	0	1,400,085	1,400,085
4318834	SR 10 (US 90)	440,000	0	0	440,000
4318835	SR 30 (US 98)	440,000	0	0	440,000
4367191	SR 295 NEW WARRINGTON RD	265,800	0	589,624	855,424
4367201	SR 292 GULF BEACH HWY	216,000	61,700	0	277,700
<b>Total</b>		<b>4,308,681</b>	<b>4,283,802</b>	<b>4,283,611</b>	<b>12,876,094</b>
<b>TALT - TRANSPORTATION ALTS- ANY AREA</b>					
4370851	CR 292A BAUER ROAD	0	2,705	0	2,705
4370871	HAMILTON BRIDGE ROAD	0	23,306	0	23,306
<b>Total</b>		<b>0</b>	<b>26,011</b>	<b>0</b>	<b>26,011</b>
<b>TALU - TRANSPORTATION ALTS- &gt;200K</b>					
4335751	OLD US 90	311,245	0	0	311,245
4369851	KING MIDDLE SCHOOL	27,722	0	0	27,722
4370851	CR 292A BAUER ROAD	39,093	426,676	0	465,769

### 3-Year Summary of Projects by Funding Category

Project #	Project Name	2015/16	2016/17	2017/18	Total
4370871	HAMILTON BRIDGE ROAD	0	0	105,325	105,325
4370872	GLOVER LANE	34,112	0	260,931	295,043
4370911	CR 197A JAY/SPRING STREET	0	0	60,401	60,401
<b>Total</b>		<b>412,172</b>	<b>426,676</b>	<b>426,657</b>	<b>1,265,505</b>
<b>TAPAA - Transportation Alternatives Program any area MAP 21</b>					
100064552	ORANGE BEACH SIDEWALKS	0	400,000	0	400,000
<b>Total</b>		<b>0</b>	<b>400,000</b>	<b>0</b>	<b>400,000</b>
<b>TMBC - GARCON POINT BRIDGE</b>					
4168131	GARCON POINT TOLL	79,585	80,185	80,185	239,955
<b>Total</b>		<b>79,585</b>	<b>80,185</b>	<b>80,185</b>	<b>239,955</b>
<b>TOBC - GARCON POINT BRIDGE</b>					
4050151	TOLL OPERATIONS	1,446,533	1,411,533	1,446,533	4,304,599
<b>Total</b>		<b>1,446,533</b>	<b>1,411,533</b>	<b>1,446,533</b>	<b>4,304,599</b>
<b>TRIP - TRANS REGIONAL INCENTIVE PROGM</b>					
4210143	LONGLEAF DRIVE	0	1,014,603	0	1,014,603
4369021	NAVARRE COMMUNITY ACCESS ROAD	0	250,000	0	250,000
<b>Total</b>		<b>0</b>	<b>1,264,603</b>	<b>0</b>	<b>1,264,603</b>

## 5-Year Summary of Funding Source

<b>Funding Source</b>	<b>2015/16</b>	<b>2016/17</b>	<b>2017/18</b>	<b>2018/19</b>	<b>2019/20</b>	<b>Total</b>
<b>Federal</b>	83,849,808	43,496,755	20,242,746	48,792,568	10,937,188	<b>207,319,065</b>
<b>Local</b>	11,442,801	4,165,772	9,204,030	39,622,476	11,743,107	<b>76,178,186</b>
<b>State</b>	135,892,793	498,536,947	10,655,827	7,523,091	14,296,112	<b>666,904,770</b>
<b>Total</b>	<b>231,185,402</b>	<b>546,199,474</b>	<b>40,102,603</b>	<b>95,938,135</b>	<b>36,976,407</b>	<b>950,402,021</b>



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**Section 1 - Bridge**

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4074784

SR 10 (US 90)

Non-SIS



**Work Summary:** BRIDGE REPAIR/REHABILITATION

**From:** SANTA ROSA CO BR. REHAB

**To:** BRIDGE NOS. 580004, 07

**Lead Agency:** FDOT

**Length:** 1.091 MI

**LRTP #:** Final Report p. 186

Phase	Fund Source	2015/16	2016/17	2017/18	2018/19	2019/20	Total
CST	DIH	1,181	0	0	0	0	1,181
CST	BRRP	137,420	0	0	0	0	137,420
<b>Total</b>		<b>138,601</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>138,601</b>

**Prior Cost < 2015/16:** 75,585

**Future Cost > 2019/20:** 0

**Total Project Cost:** 214,186

**Project Description:** SR 10 (US 90) Bridge Rehabilitation in Santa Rosa County

4093341

SR30 (US98)

Non-SIS



**Work Summary:** BRIDGE REPLACEMENT **From:** Phillip D. Beall Sr Bridge  
**To:** Pensacola Bay Bridge #480035  
**Lead Agency:** FDOT **Length:** 4.169 MI  
**LRTP #:** #35 in Amendment Report p.D-7

Phase	Fund Source	2015/16	2016/17	2017/18	2018/19	2019/20	Total
ROW	ACBR	3,924,634	60,000	0	0	0	3,984,634
ROW	BRP	194,329	2,000,000	0	0	0	2,194,329
ROW	BNBR	1,300,000	0	0	0	0	1,300,000
PE	ACBR	4,000,000	0	0	0	0	4,000,000
PE	NHBR	891,314	0	0	0	0	891,314
CEI	DIH	0	374,202	0	0	0	374,202
CEI	BRP	0	22,970,250	0	0	0	22,970,250
CST	ACBR	0	10,895,309	0	0	0	10,895,309
PE	BNBR	0	4,750,000	0	0	0	4,750,000
ENV	BRP	0	28,494	0	0	0	28,494
CST	BRP	0	169,533,480	0	0	0	169,533,480
CST	BNBR	0	278,982,360	0	0	0	278,982,360
<b>Total</b>		<b>10,310,277</b>	<b>489,594,095</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>499,904,372</b>

Prior Cost < 2015/16: 7,959,267

Future Cost > 2019/20: 0

Total Project Cost: 507,863,639

**Project Description:** Replace existing 4 lane bridge with a 6 lane bridge. Project includes realigned 17th Avenue intersection. SR 30 (US 98) Bridge Replacement over Pensacola Bay.

4134791

CR 97A

Non-SIS



**Work Summary:** BRIDGE REPLACEMENT **From:** OVER BOGGY CREEK

**To:** BRIDGE NO.480105

**Lead Agency:** FDOT

**Length:** 0.256 MI

**LRTP #:** Final Report p.186

Phase	Fund Source	2015/16	2016/17	2017/18	2018/19	2019/20	Total
ROW	ACBZ	15,600	0	0	0	0	15,600
CST	ACBZ	0	3,133,090	0	0	0	3,133,090
<b>Total</b>		<b>15,600</b>	<b>3,133,090</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>3,148,690</b>

**Prior Cost < 2015/16:** 935,792

**Future Cost > 2019/20:** 0

**Total Project Cost:** 4,084,482

**Project Description:** This project is NOT within the TPO planning area. Project is included for Rural Work Program reference. CR 97A bridge replacement over Boggy Creek.

4155753

SR 292 GULF BEACH HIGHWAY

Non-SIS



**Work Summary:** BRIDGE REPAIR/REHABILITATION

**From:** ESCAMBIA CO. BRIDGE REHAB

**To:** BRIDGE NO. 480118

**Lead Agency:** FDOT

**Length:** .410 MI

**LRTP #:** Final Report p. 186

Phase	Fund Source	2015/16	2016/17	2017/18	2018/19	2019/20	Total
CST	DIH	26,189	0	0	0	0	26,189
CST	BRRP	1,344,959	0	0	0	0	1,344,959
<b>Total</b>		<b>1,371,148</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1,371,148</b>

**Prior Cost < 2015/16:** 68,567

**Future Cost > 2019/20:** 0

**Total Project Cost:** 1,439,715

**Project Description:** SR 292 Bridge Repair/Rehabilitation over Intracoastal Waterway

4255192

SR 97

Non-SIS



**Work Summary:** BRIDGE REPLACEMENT **From:** OVER SANDY HOLLOW CREEK

**To:** BRIDGE NO. 480018

**Lead Agency:** FDOT

**Length:** .008 MI

**LRTP #:** Final Report p. 186

Phase	Fund Source	2015/16	2016/17	2017/18	2018/19	2019/20	Total
ROW	BRP	0	17,100	0	0	0	17,100
ROW	DIH	0	7,500	0	0	0	7,500
CST	ACSB	0	0	2,765,769	0	0	2,765,769
<b>Total</b>		<b>0</b>	<b>24,600</b>	<b>2,765,769</b>	<b>0</b>	<b>0</b>	<b>2,790,369</b>

**Prior Cost < 2015/16:** 746,962

**Future Cost > 2019/20:** 0

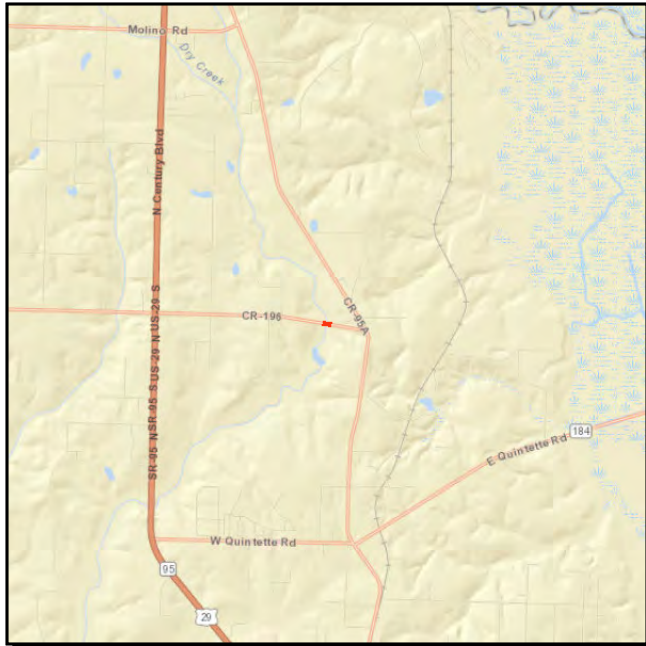
**Total Project Cost:** 3,537,331

**Project Description:** Project located outside the TPO Boundary. Project is included for Rural Work Program reference. SR 97 bridge replacement over Sandy Hollow Creek.

4304651

CR 196

Non-SIS



**Work Summary:** BRIDGE REPLACEMENT **From:** OVER JACKS BRANCH BRIDGE

**To:** NO. 480088

**Lead Agency:** FDOT

**Length:** .021 MI

**LRTP #:** Final Report p. 186

Phase	Fund Source	2015/16	2016/17	2017/18	2018/19	2019/20	Total
CST	ACBZ	0	0	2,035,769	0	0	2,035,769
<b>Total</b>		<b>0</b>	<b>0</b>	<b>2,035,769</b>	<b>0</b>	<b>0</b>	<b>2,035,769</b>

**Prior Cost < 2015/16:** 666,374

**Future Cost > 2019/20:** 0

**Total Project Cost:** 2,702,143

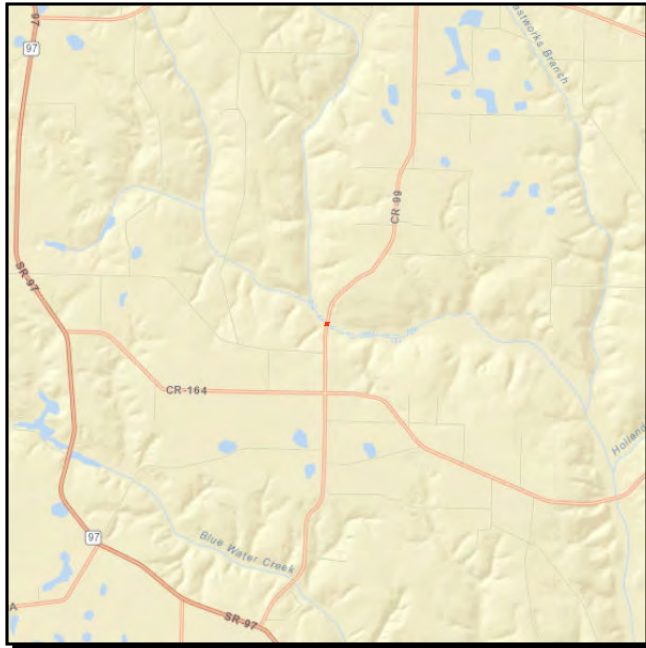
**Project Description:** CR 196 Bridge Replacement over Jack's Branch.



4304661

CR 99

Non-SIS



**Work Summary:** BRIDGE REPLACEMENT **From:** OVER PINE BARREN CREEK

**To:** BRIDGE NO. 480098

**Lead Agency:** FDOT

**Length:** 0.038 MI

**LRTP #:** Final Report p.186

Phase	Fund Source	2015/16	2016/17	2017/18	2018/19	2019/20	Total
ROW	ACBZ	38,900	0	0	0	0	38,900
CST	ACBZ	0	3,733,102	0	0	0	3,733,102
<b>Total</b>		<b>38,900</b>	<b>3,733,102</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>3,772,002</b>

**Prior Cost < 2015/16:** 839,796

**Future Cost > 2019/20:** 0

**Total Project Cost:** 4,611,798

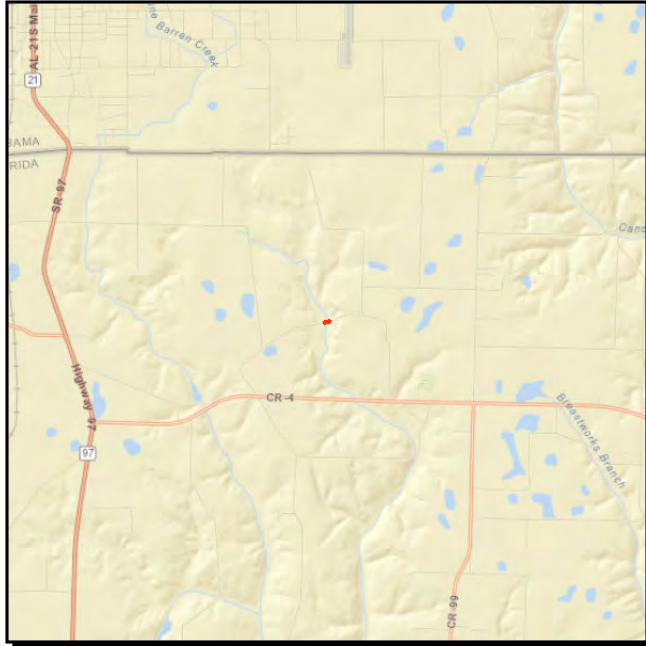
**Project Description:** This project is NOT within the TPO planning area. Project is included for Rural Work Program reference. CR 99 bridge replacement over Pine Barren Creek.



4304671

**DORTCH ROAD**

**Non-SIS**



**Work Summary:** BRIDGE REPLACEMENT **From:** OVER BEAVER DAM CREEK

**To:** BRIDGE NO. 484017

**Lead Agency:** FDOT

**Length:** 0.105 MI

**LRTP #:** Final Report p.186

Phase	Fund Source	2015/16	2016/17	2017/18	2018/19	2019/20	Total
CST	ACBZ	0	900,850	0	0	0	900,850
<b>Total</b>		<b>0</b>	<b>900,850</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>900,850</b>

**Prior Cost < 2015/16:** 625,253

**Future Cost > 2019/20:** 0

**Total Project Cost:** 1,526,103

**Project Description:** This project is NOT within the TPO planning area. Project is included for Rural Work Program reference. Dortch Road bridge replacement over Beaver Dam Creek.

4304681

O C PHILLIPS ROAD

Non-SIS



**Work Summary:** BRIDGE REPLACEMENT **From:** OVER BRUSHY CREEK

**To:** BRIDGE NO. 484029

**Lead Agency:** FDOT

**Length:** .015 MI

**LRTP #:** Final Report p. 186

Phase	Fund Source	2015/16	2016/17	2017/18	2018/19	2019/20	Total
PE	LF	0	0	675,000	0	0	675,000
PE	ACBZ	0	0	67,500	0	0	67,500
ROW	LF	0	0	0	0	3,425	3,425
ROW	ACBZ	0	0	0	0	17,775	17,775
<b>Total</b>		<b>0</b>	<b>0</b>	<b>742,500</b>	<b>0</b>	<b>21,200</b>	<b>763,700</b>

**Prior Cost < 2015/16:** 0

**Future Cost > 2019/20:** 0

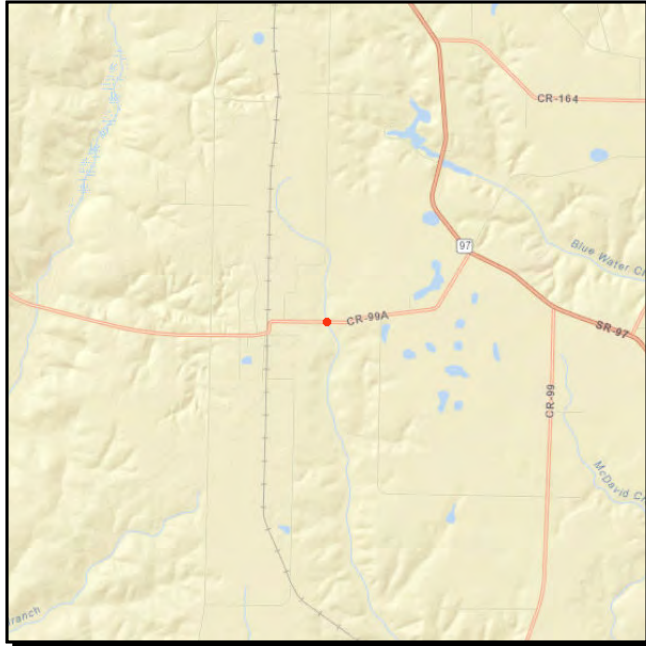
**Total Project Cost:** 763,700

**Project Description:** This project is NOT within the TPO planning area. Project is included for Rural Work Program reference.  
OC Phillips Road bridge replacement over Brushy Creek

4304691

CR 99A

Non-SIS



**Work Summary:** BRIDGE REPLACEMENT **From:** OVER BOGGY CREEK

**To:** BRIDGE NO. 484030

**Lead Agency:** FDOT

**Length:** 0.228 MI

**LRTP #:** Final Report p.186

Phase	Fund Source	2015/16	2016/17	2017/18	2018/19	2019/20	Total
ROW	ACBZ	52,000	0	0	0	0	52,000
CST	ACBZ	0	1,820,976	0	0	0	1,820,976
<b>Total</b>		<b>52,000</b>	<b>1,820,976</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1,872,976</b>

**Prior Cost < 2015/16:** 677,591

**Future Cost > 2019/20:** 0

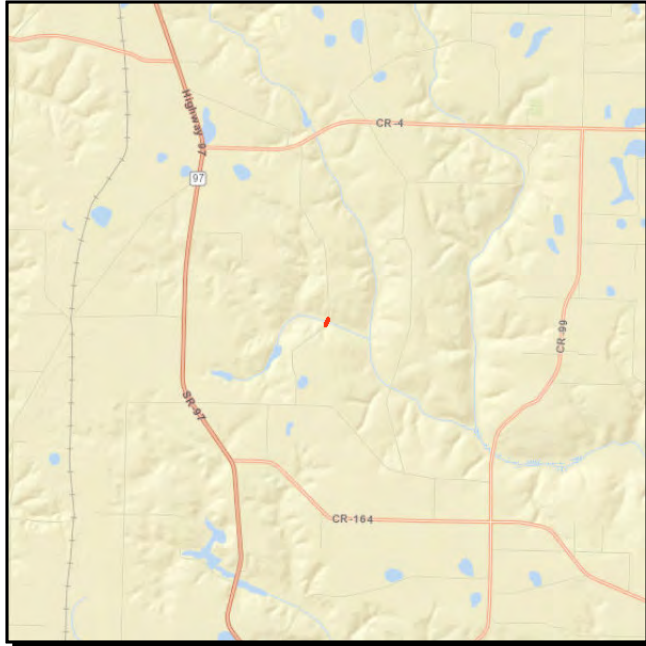
**Total Project Cost:** 2,550,567

**Project Description:** This project is NOT within the TPO planning area. Project is included for Rural Work Program reference. CR 99A bridge replacement over Boggy Creek.

4304701

**SANDY HOLLOW ROAD**

**Non-SIS**



**Work Summary:** BRIDGE REPLACEMENT **From:** OVER SANDY HOLLOW CREEK

**To:** BRIDGE NO. 484051

**Lead Agency:** FDOT

**Length:** 0.009 MI

**LRTP #:** Final Report p.186

Phase	Fund Source	2015/16	2016/17	2017/18	2018/19	2019/20	Total
ROW	ACBZ	27,500	0	0	0	0	27,500
CST	ACBZ	0	1,689,334	0	0	0	1,689,334
<b>Total</b>		<b>27,500</b>	<b>1,689,334</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1,716,834</b>

**Prior Cost < 2015/16:** 608,146

**Future Cost > 2019/20:** 0

**Total Project Cost:** 2,324,980

**Project Description:** This project is NOT within the TPO planning area. Project is included for Rural Work Program reference. Sandy Hollow Road bridge replacement over Sandy Hollow creek.

4304711

**BLUFF SPRINGS ROAD**

**Non-SIS**



**Work Summary:** BRIDGE REPLACEMENT **From:** OVER PRITCHETT MILL

**To:** BRIDGE NO. 484052

**Lead Agency:** FDOT

**Length:** 0.111 MI

**LRTP #:** Final Report p.186

Phase	Fund Source	2015/16	2016/17	2017/18	2018/19	2019/20	Total
ROW	ACBZ	5,500	0	0	0	0	5,500
CST	ACBZ	0	1,096,713	0	0	0	1,096,713
<b>Total</b>		<b>5,500</b>	<b>1,096,713</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1,102,213</b>

**Prior Cost < 2015/16:** 566,288

**Future Cost > 2019/20:** 0

**Total Project Cost:** 1,668,501

**Project Description:** This project is NOT within the TPO planning area. Project is included for Rural Work Program reference. Bluff Springs Road bridge replacement over Pritchett Mill.

4304721

PATRICIA DRIVE

Non-SIS



**Work Summary:** BRIDGE REPLACEMENT **From:** OVER BAYOU MARCUS CREEK

**To:** BRIDGE NO. 484069

**Lead Agency:** FDOT

**Length:** 0.028 MI

**LRTP #:** Final Report p.186

Phase	Fund Source	2015/16	2016/17	2017/18	2018/19	2019/20	Total
CST	ACBZ	0	3,087,714	0	0	0	3,087,714
<b>Total</b>		<b>0</b>	<b>3,087,714</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>3,087,714</b>

**Prior Cost < 2015/16:** 973,678

**Future Cost > 2019/20:** 0

**Total Project Cost:** 4,061,392

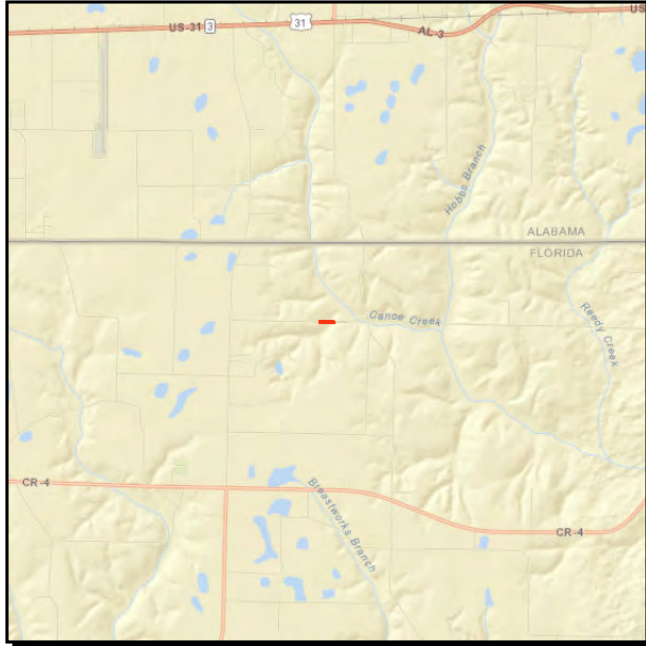
**Project Description:** Patricia Drive Bridge Replacement over Bayou Marcus Creek.



4322851

CR 168

Non-SIS



**Work Summary:** BRIDGE REPLACEMENT **From:** OVER UNNAMED BRANCH

**To:** BRIDGE NO. 480099

**Lead Agency:** FDOT

**Length:** .097 MI

**LRTP #:** Final Report p. 186

Phase	Fund Source	2015/16	2016/17	2017/18	2018/19	2019/20	Total
ROW	ACSB	0	27,400	0	0	0	27,400
CST	ACSB	0	0	0	1,496,655	0	1,496,655
<b>Total</b>		<b>0</b>	<b>27,400</b>	<b>0</b>	<b>1,496,655</b>	<b>0</b>	<b>1,524,055</b>

**Prior Cost < 2015/16:** 634,691

**Future Cost > 2019/20:** 0

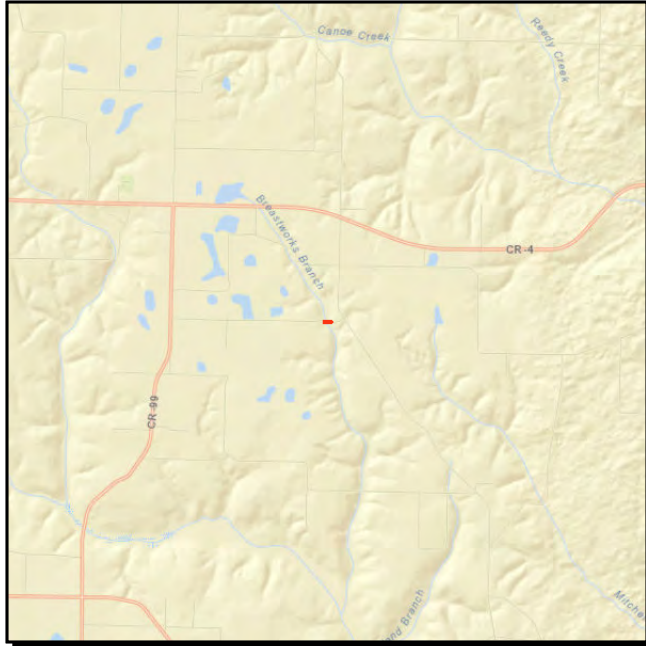
**Total Project Cost:** 2,158,746

**Project Description:** This project is NOT within the TPO planning area. Project is included for Rural Work Program reference. CR 168 Bridge Replacement over unnamed Branch.

4322861

**HANKS ROAD**

**Non-SIS**



**Work Summary:** BRIDGE REPLACEMENT **From:** OVER BREASTWORKS CREEK

**To:** BRIDGE NO. 484020

**Lead Agency:** FDOT

**Length:** .008 MI

**LRTP #:** Final Report p. 186

Phase	Fund Source	2015/16	2016/17	2017/18	2018/19	2019/20	Total
ROW	ACBZ	0	26,000	0	0	0	26,000
CST	ACBZ	0	0	0	1,185,583	0	1,185,583
<b>Total</b>		<b>0</b>	<b>26,000</b>	<b>0</b>	<b>1,185,583</b>	<b>0</b>	<b>1,211,583</b>

**Prior Cost < 2015/16:** 459,325

**Future Cost > 2019/20:** 0

**Total Project Cost:** 1,670,908

**Project Description:** This project is NOT within the TPO planning area. Project is included for Rural Work Program reference. Hanks Road Bridge Replacement over Breastworks Creek.



4322871

DAWSON ROAD

Non-SIS



**Work Summary:** BRIDGE REPLACEMENT **From:** OVER PRITCHETT MILL

**To:** BRIDGE NO. 484046

**Lead Agency:** FDOT

**Length:** .012 MI

**LRTP #:** Final Report p. 186

Phase	Fund Source	2015/16	2016/17	2017/18	2018/19	2019/20	Total
PE	LF	0	0	650,000	0	0	<b>650,000</b>
PE	ACBZ	0	0	65,000	0	0	<b>65,000</b>
ROW	LF	0	0	0	0	3,500	<b>3,500</b>
ROW	ACBZ	0	0	0	0	20,500	<b>20,500</b>
<b>Total</b>		<b>0</b>	<b>0</b>	<b>715,000</b>	<b>0</b>	<b>24,000</b>	<b>739,000</b>

**Prior Cost < 2015/16:** 0

**Future Cost > 2019/20:** 0

**Total Project Cost:** 739,000

**Project Description:** This project is NOT within the TPO planning area. Project is included for Rural Work Program reference.  
Dawson Road Road bridge replacement over Pritchett Mill

4322881

CRARY ROAD

Non-SIS



**Work Summary:** BRIDGE REPLACEMENT **From:** OVER PRITCHETT MILL CREEK

**To:** BRIDGE NO. 484048

**Lead Agency:** FDOT

**Length:** .008 MI

**LRTP #:** Final Report p. 186

Phase	Fund Source	2015/16	2016/17	2017/18	2018/19	2019/20	Total
ROW	ACBZ	0	21,000	0	0	0	21,000
CST	ACBZ	0	0	0	792,016	0	792,016
<b>Total</b>		<b>0</b>	<b>21,000</b>	<b>0</b>	<b>792,016</b>	<b>0</b>	<b>813,016</b>

**Prior Cost < 2015/16:** 459,623

**Future Cost > 2019/20:** 0

**Total Project Cost:** 1,272,639

**Project Description:** This project is NOT within the TPO planning area. Project is included for Rural Work Program reference. Crary Road Bridge Replacement over Pritchett Mill Creek.

4339041

CR 182

Non-SIS



**Work Summary:** BRIDGE REPLACEMENT **From:** OVER PENASULA CREEK

**To:** BRIDGE NO. 480115

**Lead Agency:** FDOT

**Length:** .104 MI

**LRTP #:** Final Report p. 186

Phase	Fund Source	2015/16	2016/17	2017/18	2018/19	2019/20	Total
ROW	ACBZ	0	30,200	0	0	0	30,200
CST	ACBZ	0	0	0	980,065	0	980,065
<b>Total</b>		<b>0</b>	<b>30,200</b>	<b>0</b>	<b>980,065</b>	<b>0</b>	<b>1,010,265</b>

**Prior Cost < 2015/16:** 503,458

**Future Cost > 2019/20:** 0

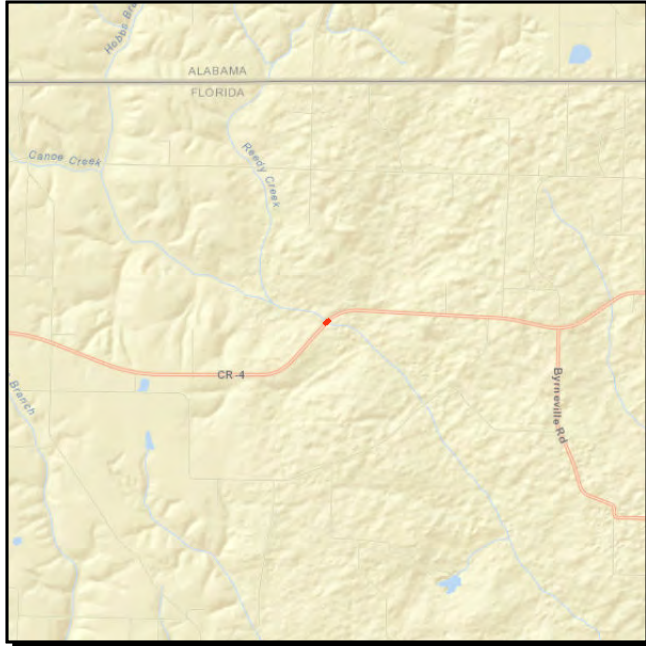
**Total Project Cost:** 1,513,723

**Project Description:** This project is NOT within the TPO planning area. Project is included for Rural Work Program reference. CR 182 Bridge Replacement over Penasula Creek.

4339051

**BRATT ROAD**

**Non-SIS**



**Work Summary:** BRIDGE REPLACEMENT **From:** OVER CANOE CREEK

**To:** BRIDGE NO. 484050

**Lead Agency:** FDOT

**Length:** .023 MI

**LRTP #:** Final Report p. 186

Phase	Fund Source	2015/16	2016/17	2017/18	2018/19	2019/20	Total
ROW	ACBZ	0	28,700	0	0	0	28,700
CST	ACBZ	0	0	0	2,690,020	0	2,690,020
<b>Total</b>		<b>0</b>	<b>28,700</b>	<b>0</b>	<b>2,690,020</b>	<b>0</b>	<b>2,718,720</b>

**Prior Cost < 2015/16:** 741,351

**Future Cost > 2019/20:** 0

**Total Project Cost:** 3,460,071

**Project Description:** This project is NOT within the TPO planning area. Project is included for Rural Work Program reference. Bratt Road Bridge Replacement over Canoe Creek.

4339181

SR 8 (I-10)

SIS



**Work Summary:** BRIDGE REPAIR/REHABILITATION

**From:** OVER ELEVEN MILE CREEK

**To:** BRIDGE NOS. 480070 & 069

**Lead Agency:** FDOT

**Length:** .080 MI

**LRTP #:** Final Report p. 186

Phase	Fund Source	2015/16	2016/17	2017/18	2018/19	2019/20	Total
CST	DIH	9,567	0	0	0	0	9,567
CST	BRRP	948,776	0	0	0	0	948,776
<b>Total</b>		<b>958,343</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>958,343</b>

**Prior Cost < 2015/16:** 125,541

**Future Cost > 2019/20:** 0

**Total Project Cost:** 1,083,884

**Project Description:** SR 8 (I-10) Bridge Repair/Rehabilitation over Eleven Mile Creek.



4346031

SR 742 CREIGHTON RD

Non-SIS



**Work Summary:** BRIDGE REPLACEMENT **From:** OVER I-110  
**To:** BRIDGE NO. 480184  
**Lead Agency:** FDOT  
**Length:** .040 MI  
**LRTP #:** Final Report p. 186

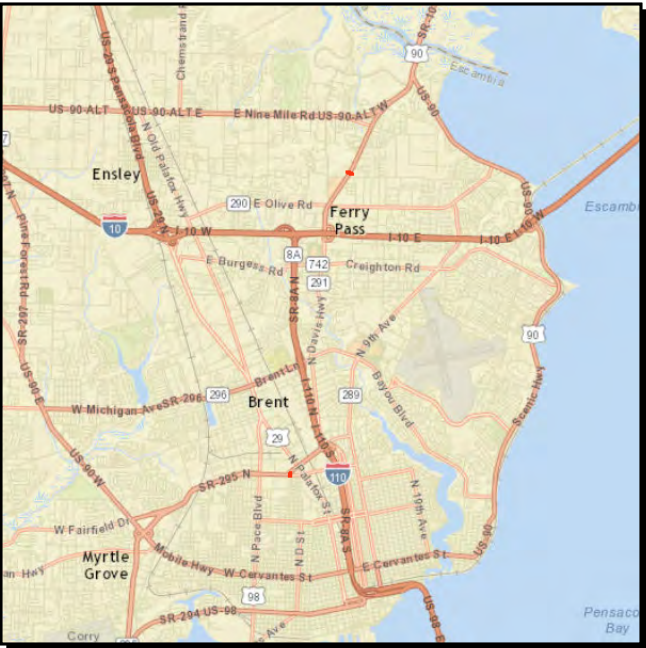
Phase	Fund Source	2015/16	2016/17	2017/18	2018/19	2019/20	Total
CST	DIH	949	0	0	0	0	949
CST	BRRP	26,770	0	0	0	0	26,770
<b>Total</b>		<b>27,719</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>27,719</b>

**Prior Cost < 2015/16:** 54,554  
**Future Cost > 2019/20:** 0  
**Total Project Cost:** 82,273  
**Project Description:** SR 742 (Creighton Road) Bridge Replacement over I-110.

4351481

SR 752 & SR 291

Non-SIS



Work Summary:		BRIDGE REPAIR/REHABILITATION		From:		PED OVERPASSES	
				To:		BRIDGE NOS. 489001 & 003	
Lead Agency:		FDOT		Length:		.004 MI	
				LRTP #:		Final Report p. 186	
Phase	Fund Source	2015/16	2016/17	2017/18	2018/19	2019/20	Total
CST	DIH	4,275	0	0	0	0	4,275
CST	BRRP	279,178	0	0	0	0	279,178
Total		283,453	0	0	0	0	283,453

Prior Cost < 2015/16:55,784

Future Cost > 2019/20:0

Total Project Cost:339,237

Project Description:SR 752 and SR 291 Bridge Repair/Rehabilitation for Pedestrian Overpasses Bridge Nos. 489001 & 003

## **Section 2 - Capacity**

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2184291

SR 742 BURGESS ROAD

Non-SIS



**Work Summary:** RIGHT OF WAY - FUTURE CAPACITY

**From:** SR 95 (US 29)

**To:** HILLBURN DRIVE

**Lead Agency:** FDOT

**Length:** 1.936 MI

**LRTP #:** #8 Amendment Report p. D-3

Phase	Fund Source	2015/16	2016/17	2017/18	2018/19	2019/20	Total
ENV	DEM	222,864	0	0	0	0	222,864
ROW	LF	0	0	1,000,000	0	0	1,000,000
<b>Total</b>		<b>222,864</b>	<b>0</b>	<b>1,000,000</b>	<b>0</b>	<b>0</b>	<b>1,222,864</b>

**Prior Cost < 2015/16:** 4,043,482

**Future Cost > 2019/20:** 0

**Total Project Cost:** 5,266,346

**Project Description:** TPO Non-SIS Priority #8 (p. 16)  
Ultimate project will realign and widen Burgess Road to provide 4 lanes of capacity.

2184932

SR 292 GULF BEACH HWY

Non-SIS



**Work Summary:** PD&E/EMO STUDY

**From:** SR 727 S FAIRFIELD DR

**To:** SR 295 NAVY BLVD

**Lead Agency:** FDOT

**Length:** 1.892 MI

**LRTP #:** #17 Amendment Report  
p. D-4

Phase	Fund Source	2015/16	2016/17	2017/18	2018/19	2019/20	Total
PDE	SU	0	0	793,940	0	0	793,940
<b>Total</b>		<b>0</b>	<b>0</b>	<b>793,940</b>	<b>0</b>	<b>0</b>	<b>793,940</b>

**Prior Cost < 2015/16:** 0

**Future Cost > 2019/20:** 0

**Total Project Cost:** 793,940

**Project Description:** TPO Non-SIS Priority#14.  
Project will widen SR 292 (Gulf Beach Highway) to provide 4 lanes of capacity.

2184933

SR 292 SORRENTO RD/GULF BCH HWY

Non-SIS



**Work Summary:** PD&E/EMO STUDY

**From:** SR 173 BLUE ANGEL PKWY

**To:** SR 727S FAIRFIELD DR

**Lead Agency:** FDOT

**Length:** 3.324 MI

**LRTP #:** #16 in Amendment  
Report p. D-4

Phase	Fund Source	2015/16	2016/17	2017/18	2018/19	2019/20	Total
PDE	SU	0	0	0	1,657,349	0	1,657,349
<b>Total</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>1,657,349</b>	<b>0</b>	<b>1,657,349</b>

**Prior Cost < 2015/16:** 0

**Future Cost > 2019/20:** 0

**Total Project Cost:** 1,657,349

**Project Description:** TPO Non-SIS Priority #15.  
Project will widen SR 292 Sorrento Road/Gulf Beach Highway to provide 4 lanes of capacity.

2186031

SR 95 (US 29)

Non-SIS



**Work Summary:** RIGHT OF WAY - FUTURE CAPACITY

**From:** SR 8 (I-10)

**To:** N OF SR 10 (US90A) 9MI

**Lead Agency:** FDOT

**Length:** 2.584

**LRTP #:** #56 Amendment Report p. D-3

Phase	Fund Source	2015/16	2016/17	2017/18	2018/19	2019/20	Total
CST	DI	10,270,000	0	0	0	0	10,270,000
ROW	BNIR	1,550,416	0	0	0	0	1,550,416
ROW	ACNP	45,000	1,025,000	0	0	0	1,070,000
RRU	DS	100,000	0	0	0	0	100,000
CST	GMR	15,144,078	0	0	0	0	15,144,078
CST	ACNP	11,305,562	0	0	0	0	11,305,562
<b>Total</b>		<b>38,415,056</b>	<b>1,025,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>39,440,056</b>

**Prior Cost < 2015/16:** 10,724,503

**Future Cost > 2019/20:** 0

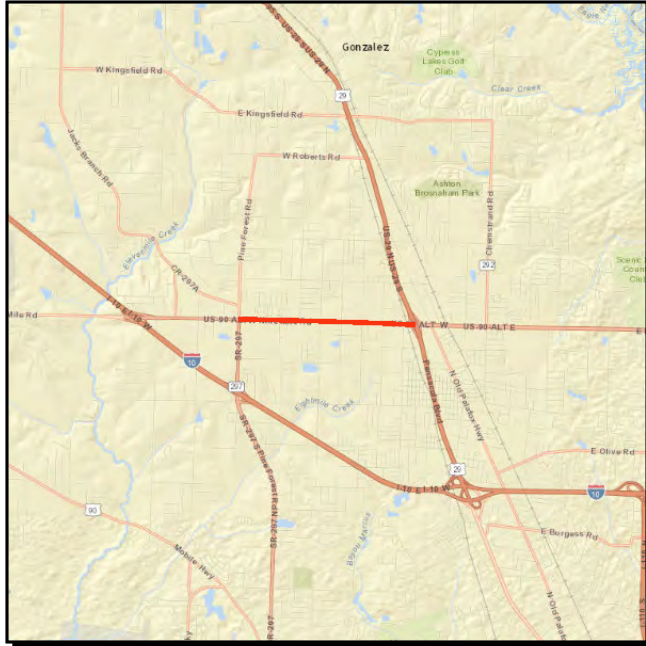
**Total Project Cost:** 50,164,559

**Project Description:** TPO SIS Project Priority #1  
Right-of-way (ROW) acquisition for future 6-lane with bike lanes and sidewalks.

2186053

SR 10 (US 90A) NINE MILE ROAD

Non-SIS



**Work Summary:** ADD LANES & RECONSTRUCT

**From:** SR 297 PINE FOREST

**To:** SR 95 (US 29)

**Lead Agency:** FDOT

**Length:** 2.161 MI

**LRTP #:** #39 Amendment Report  
p. D-4

Phase	Fund Source	2015/16	2016/17	2017/18	2018/19	2019/20	Total
CST	DI	12,302,539	0	0	0	0	12,302,539
CST	DIH	207,774	0	0	0	0	207,774
CST	DDR	1,168,741	0	0	0	0	1,168,741
<b>Total</b>		<b>13,679,054</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>13,679,054</b>

**Prior Cost < 2015/16:** 2,260,716

**Future Cost > 2019/20:** 0

**Total Project Cost:** 15,939,770

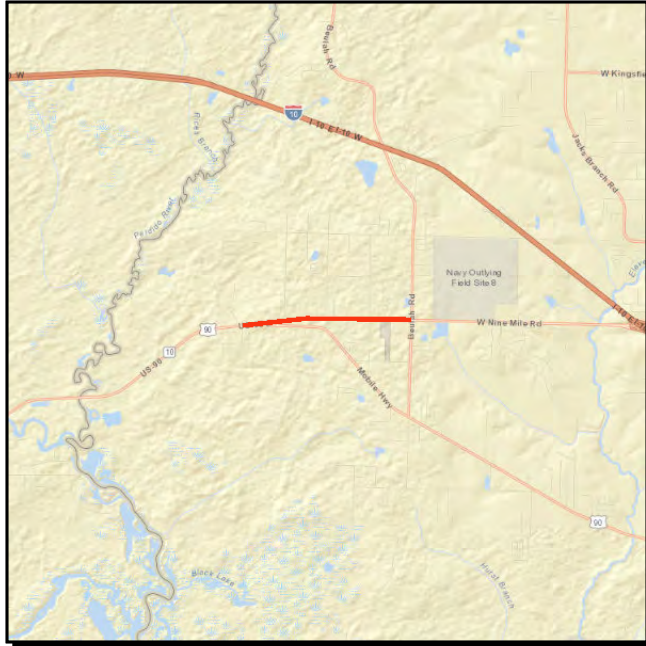
**Project Description:** Committed TPO Non-SIS Project Priority.  
Project will widen SR 10 (US 90A) Nine Mile Road to provide 4 lanes of capacity.



2186055

SR 10 (US 90A) NINE MILE ROAD

Non-SIS



**Work Summary:** PRELIM ENG FOR FUTURE CAPACITY

**From:** SR 10A (US 90)

**To:** CR 99 BEULAH ROAD

**Lead Agency:** FDOT

**Length:** 1.797 MI

**LRTP #:** #36 in Amendment Report p. D-4

Phase	Fund Source	2015/16	2016/17	2017/18	2018/19	2019/20	Total
PE	SU	0	1,095,848	769,962	0	0	1,865,810
<b>Total</b>		<b>0</b>	<b>1,095,848</b>	<b>769,962</b>	<b>0</b>	<b>0</b>	<b>1,865,810</b>

**Prior Cost < 2015/16:** 0

**Future Cost > 2019/20:** 0

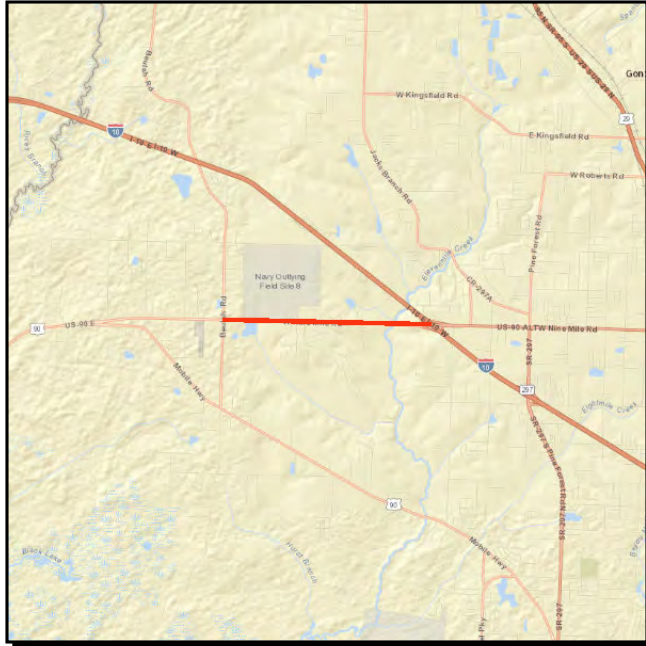
**Total Project Cost:** 1,865,810

**Project Description:** TPO Non-SIS Project Priority #7  
Project will widen SR 10 (US 90A) Nine Mile Road to provide 4 lanes of capacity.

2186056

SR 10 (US 90A) NINE MILE ROAD

Non-SIS



**Work Summary:** ADD LANES & RECONSTRUCT

**From:** CR 99 Beulah Road

**To:** SR 8 (I-10)

**Lead Agency:** FDOT

**Length:** 3.201 MI

**LRTP #:** #37 Amendment Report  
p. D-4

Phase	Fund Source	2015/16	2016/17	2017/18	2018/19	2019/20	Total
DSB	DIH	240,982	0	0	0	0	240,982
PE	DIH	31,192	0	0	0	0	31,192
PE	DDR	300,000	0	0	0	0	300,000
DSB	DDR	19,873,274	0	0	0	0	19,873,274
ROW	DS	250,000	0	0	0	0	250,000
ROW	DIH	20,000	0	0	0	0	20,000
ROW	DDR	2,250,000	0	0	0	0	2,250,000
ENV	DDR	113,135	0	0	0	0	113,135
<b>Total</b>		<b>23,078,583</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>23,078,583</b>

**Prior Cost < 2015/16:** 1,531,069

**Future Cost > 2019/20:** 0

**Total Project Cost:** 24,609,652

**Project Description:** Committed TPO Non-SIS Project Priority  
Project will widen SR 10 (US 90A) Nine Mile Road to provide 4 lanes of capacity.

2186057

SR 10 (US 90A) NINE MILE ROAD

Non-SIS



**Work Summary:** ADD LANES & RECONSTRUCT

**From:** SR 8 (I-10)

**Lead Agency:** FDOT

**To:** SR 297 Pine Forest Road

**Length:** .816 MI

**LRTP #:** #38 Amendment Report  
p. D-4

Phase	Fund Source	2015/16	2016/17	2017/18	2018/19	2019/20	Total
DSB	DIH	116,667	0	0	0	0	116,667
DSB	DS	4,598,939	0	0	0	0	4,598,939
ENV	DDR	135,135	0	0	0	0	135,135
<b>Total</b>		<b>4,850,741</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>4,850,741</b>

**Prior Cost < 2015/16:** 1,108,263

**Future Cost > 2019/20:** 0

**Total Project Cost:** 5,959,004

**Project Description:** Committed TPO Non-SIS Project Priority.  
Project will widen SR 10 (US 90A) Nine Mile Road to provide 4 lanes of capacity.



2204262

SR 30 (US 98) GULF BREEZE PKWY

Non-SIS



**Work Summary:** PD&E/EMO STUDY

**From:** PORTSIDE DRIVE

**To:** OKALOOSA CO LINE

**Lead Agency:** FDOT

**Length:** 15.914 MI

**LRTP #:** #71, 72, & 73 in Amend.  
Report p. C-7

Phase	Fund Source	2015/16	2016/17	2017/18	2018/19	2019/20	Total
PDE	DS	2,800,000	0	0	0	0	2,800,000
PDE	DIH	28,000	0	0	0	0	28,000
<b>Total</b>		<b>2,828,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2,828,000</b>

**Prior Cost < 2015/16:** 0

**Future Cost > 2019/20:** 0

**Total Project Cost:** 2,828,000

**Project Description:** Project will widen SR 30 (US 98) Gulf Breeze Parkway to 6 lanes.

2204362

SR 10 (US 90)

Non-SIS



**Work Summary:** PD&E/EMO STUDY

**From:** SR 10A (US 90) SCENIC HIGHWAY

**To:** SANTA ROSA CO LINE

**Lead Agency:** FDOT

**Length:** .813 MI

**LRTP #:** #42 in Amendment Report p. C-5

Phase	Fund Source	2015/16	2016/17	2017/18	2018/19	2019/20	Total
PDE	DS	277,778	0	0	0	0	277,778
PDE	DIH	27,777	0	0	0	0	27,777
<b>Total</b>		<b>305,555</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>305,555</b>

Prior Cost < 2015/16: 0

Future Cost > 2019/20: 0

Total Project Cost: 305,555

Project Description: Project will widen SR 10 (US 90) to provide 6 lanes of capacity.

2204363

SR 10 (US 90)

Non-SIS



**Work Summary:** PD&E/EMO STUDY

**From:** ESCAMBIA COUNTY LINE

**To:** GLOVER LANE

**Lead Agency:** FDOT

**Length:** 10.164 MI

**LRTP #:** #61, 62, & 63 in Amend.  
Report p. C-6

Phase	Fund Source	2015/16	2016/17	2017/18	2018/19	2019/20	Total
PDE	DS	2,222,222	0	0	0	0	2,222,222
PDE	DIH	22,222	0	0	0	0	22,222
<b>Total</b>		<b>2,244,444</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2,244,444</b>

**Prior Cost < 2015/16:** 0

**Future Cost > 2019/20:** 0

**Total Project Cost:** 2,244,444

**Project Description:** TPO Non-SIS Project Priority #13 is SR 10 (US 90) from Avalon Boulevard to Stewart Street. Project will widen SR 10 (US 90) to provide 6 lanes of capacity.

2204401

SR 30 (US 98)

Non-SIS



**Work Summary:** RIGHT OF WAY - FUTURE CAPACITY

**From:** BAYSHORE ROAD

**To:** PORTSIDE DRIVE

**Lead Agency:** FDOT

**Length:** 4.253 MI

**LRTP #:** #67 Amendment Report p. D-4

Phase	Fund Source	2015/16	2016/17	2017/18	2018/19	2019/20	Total
ROW	DS	715,500	1,050,000	0	0	0	1,765,500
ROW	DIH	75,000	40,000	0	0	0	115,000
ROW	DDR	1,948,480	0	0	0	0	1,948,480
<b>Total</b>		<b>2,738,980</b>	<b>1,090,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>3,828,980</b>

**Prior Cost < 2015/16:** 9,209,050

**Future Cost > 2019/20:** 0

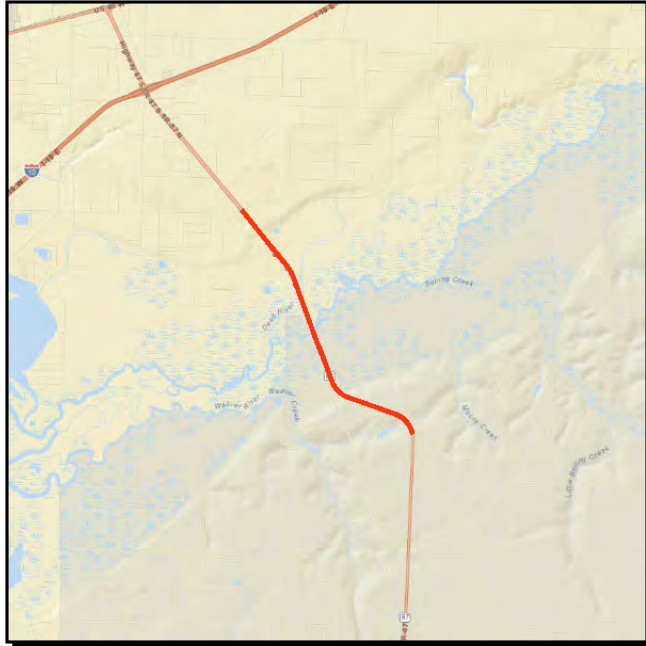
**Total Project Cost:** 13,038,030

**Project Description:** TPO Non-SIS Project Priority #9  
Project will widen SR 30 (US 98) to provide 6 lanes of capacity.

**2204427**

**SR 87**

**SIS**



**Work Summary:** ADD LANES & RECONSTRUCT

**From:** 2 MI S YELLOW RIVER

**To:** CR 184

**Lead Agency:** FDOT

**Length:** 4.156 MI

**LRTP #:** #2204424 Amendment Report p. D-3

Phase	Fund Source	2015/16	2016/17	2017/18	2018/19	2019/20	Total
CST	DI	31,394,480	0	0	0	0	<b>31,394,480</b>
RRU	DS	762,650	0	0	0	0	<b>762,650</b>
CST	DIH	299,843	0	0	0	0	<b>299,843</b>
<b>Total</b>		<b>32,456,973</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>32,456,973</b>

**Prior Cost < 2015/16:** 1,368,898

**Future Cost > 2019/20:** 0

**Total Project Cost:** 33,825,871

**Project Description:** Committed TPO SIS Project Priority.  
Project will widen SR 87 to provide 4 lanes of capacity.

2224762

SR 8 (I-10)

SIS



**Work Summary:** INTERCHANGE (MINOR) **From:** @ SR 95 (US 29)

**To:** Phase 1

**Lead Agency:** FDOT

**Length:** 2.936 MI

**LRTP #:** #2224762 Amendment  
Report p. D-3

Phase	Fund Source	2015/16	2016/17	2017/18	2018/19	2019/20	Total
CST	ACNP	7,723,800	0	0	0	0	7,723,800
<b>Total</b>		<b>7,723,800</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>7,723,800</b>

**Prior Cost < 2015/16:** 1,548,905

**Future Cost > 2019/20:** 0

**Total Project Cost:** 9,272,705

**Project Description:** TPO SIS Priority Project #1  
Construction for future interchange modifications.  
Interchange Modifications in Pensacola WB I-10 to US 29 Exit; Modify SB US 29 to EB I-10 Ramp; NB US 29 to WB I-10 Ramp; and NB US 29 to EB I-10 Ramp.



4097929

ESCAMBIA COUNTY

Non-SIS



Work Summary:

CORRIDOR/SUBAREA PLANNING

From:

PLANNING STUDIES UPDATES

To:

Lead Agency:

TPO

LRTP #:

Corridor Plan Box in Amend. Report p. D-4

Phase	Fund Source	2015/16	2016/17	2017/18	2018/19	2019/20	Total
PLN	SU	150,000	130,000	130,000	130,000	0	540,000
<b>Total</b>		<b>150,000</b>	<b>130,000</b>	<b>130,000</b>	<b>130,000</b>	<b>0</b>	<b>540,000</b>

Prior Cost < 2015/16: 450,000

Future Cost > 2019/20: 0

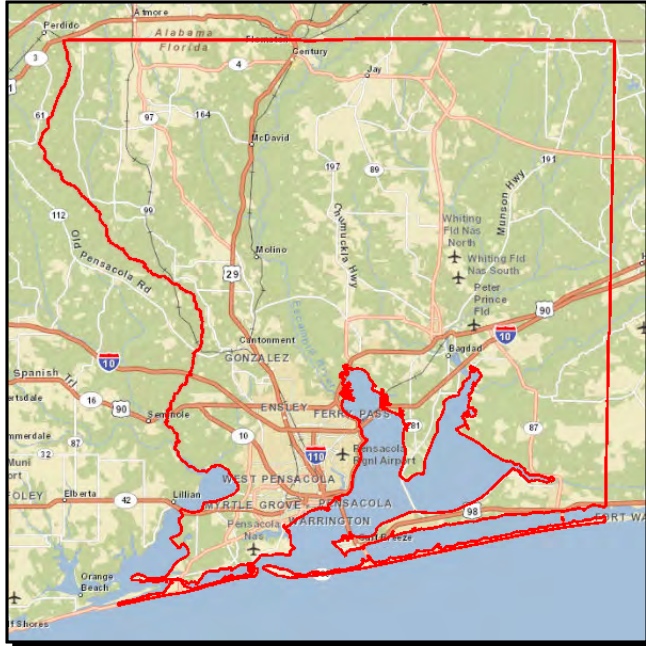
Total Project Cost: 990,000

Project Description: TPO Non-SIS Project Priority #2  
Corridor Management Plan looking at operational and safety improvements in Escambia County.

4125452

ESCAMBIA/SANTA ROSA

Non-SIS



**Work Summary:** TRAFFIC SIGNALS

**From:** COORD. TRAFFIC SIGNAL

**To:** OPERATIONS

**Lead Agency:** City of Pensacola

**LRTP #:** ITS Box in Amend.  
Report p. D-5

Phase	Fund Source	2015/16	2016/17	2017/18	2018/19	2019/20	Total
OPS	SU	300,000	300,000	300,000	300,000	300,000	1,500,000
<b>Total</b>		<b>300,000</b>	<b>300,000</b>	<b>300,000</b>	<b>300,000</b>	<b>300,000</b>	<b>1,500,000</b>

**Prior Cost < 2015/16:** 600,000

**Future Cost > 2019/20:** 0

**Total Project Cost:** 2,100,000

**Project Description:** TPO Non-SIS Project Priority #6  
Upgrading of signal timings in Escambia and Santa Rosa counties.



4130623

SR 8 (I-10)

SIS



**Work Summary:** ADD LANES & RECONSTRUCT

**From:** ESCAMBIA BAY BRIDGE

**To:** E SR 281 AVALON BLVD

**Lead Agency:** FDOT

**Length:** 4.186 MI

**LRTP #:** #4130623 Amendment Report p. D-3

Phase	Fund Source	2015/16	2016/17	2017/18	2018/19	2019/20	Total
ENV	DI	1,923,295	0	0	0	0	1,923,295
<b>Total</b>		<b>1,923,295</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1,923,295</b>

**Prior Cost < 2015/16:** 40,081,206

**Future Cost > 2019/20:** 0

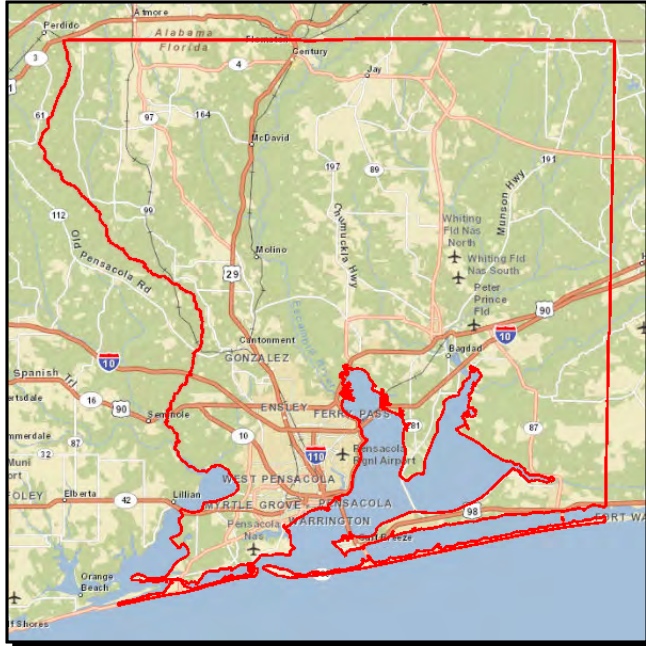
**Total Project Cost:** 42,004,501

**Project Description:** Committed TPO SIS Project Priority  
Construct 6 lanes on SR 8 (I-10) from Escambia Bay Bridge to E. of SR 281 (Avalon Boulevard)

4147061

Pensacola ITS Project

Non-SIS



**Work Summary:** TRAFFIC MANAGEMENT CENTERS  
**From:** Video Monitoring  
**To:** Pensacola Bay Br #480035  
**Lead Agency:** FDOT  
**Length:** 2.967 MI  
**LRTP #:** ITS Box in Amend. Report p. D-5

Phase	Fund Source	2015/16	2016/17	2017/18	2018/19	2019/20	Total
OPS	DITS	2,604,500	2,604,500	2,605,000	596,000	610,000	9,020,000
<b>Total</b>		<b>2,604,500</b>	<b>2,604,500</b>	<b>2,605,000</b>	<b>596,000</b>	<b>610,000</b>	<b>9,020,000</b>

**Prior Cost < 2015/16:** 27,681,064

**Future Cost > 2019/20:** 2,589,000

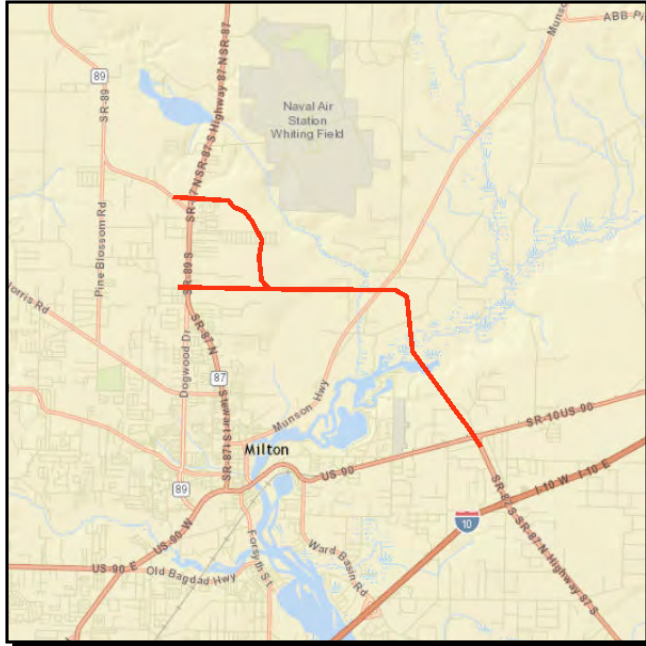
**Total Project Cost:** 39,290,064

**Project Description:** Freeway traffic management center operations.  
TPO Non-SIS Project Priority #1

4167483

SR 87N / SR 87S CONNECTOR NEW ALIGNMENT

Non-SIS



**Work Summary:** PRELIM ENG FOR FUTURE CAPACITY

**From:** North of Clear Creek Bridge

**To:** US 90/SR 87 S

**Lead Agency:** FDOT

**Length:** 13.949 MI

**LRTP #:** #54 in Amendment Report p. D-4

Phase	Fund Source	2015/16	2016/17	2017/18	2018/19	2019/20	Total
PE	DIH	0	0	0	43,309	0	43,309
PE	SA	0	0	0	4,330,931	0	4,330,931
<b>Total</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>4,374,240</b>	<b>0</b>	<b>4,374,240</b>

**Prior Cost < 2015/16:** 2,765,426

**Future Cost > 2019/20:** 0

**Total Project Cost:** 7,139,666

**Project Description:** Non-SIS Project Priority #17  
Preliminary Engineering for the SR 87 Connector from North of Clear Creek Bridge to the Intersection of US 90 and SR 87S.

4210111

SR 292 PERDIDO KEY

Non-SIS



**Work Summary:** PRELIM ENG FOR FUTURE CAPACITY

**From:** ALABAMA STATE LINE

**To:** INNERARITY POINT RD

**Lead Agency:** FDOT

**Length:** 6.956 MI

**LRTP #:** #46 in Amendment Report p.D-6 and p.D-8

Phase	Fund Source	2015/16	2016/17	2017/18	2018/19	2019/20	Total
ENV	DEM	85,584	0	0	0	0	85,584
PE	TRIP	0	0	0	0	1,227,379	1,227,379
PE	LF	0	0	0	0	1,227,379	1,227,379
<b>Total</b>		<b>85,584</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2,454,758</b>	<b>2,540,342</b>

**Prior Cost < 2015/16:** 4,051,327

**Future Cost > 2019/20:** 0

**Total Project Cost:** 6,591,669

**Project Description:** TPO Non-SIS Project Priority #25. Funded by the Transportation Regional Incentive Program (TRIP). "The TPO passed Resolution 15-15 on April 8, 2015 which supports the progression of this PD&E Study for Roadway Design Improvements to determine the formal purpose and necessary improvements that will serve to enhance the community with an attractive streetscape, multi-modal transportation and pedestrian access. Four-lane improvement will likely change during development of the 2040 Long Range Transportation Plan."

4210112

SR292 (Sorrento Road)

Non-SIS



**Work Summary:** PRELIM ENG FOR FUTURE CAPACITY

**From:** Innerarity Point Road

**To:** SR173 (Blue Angel Pkwy)

**Lead Agency:** FDOT

**Length:** 5.116 MI

**LRTP #:** #51 in Amendment Report p. D-6 & D-8

Phase	Fund Source	2015/16	2016/17	2017/18	2018/19	2019/20	Total
ROW	LF	0	0	0	20,000,000	0	20,000,000
<b>Total</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>20,000,000</b>	<b>0</b>	<b>20,000,000</b>

**Prior Cost < 2015/16:** 3,891,246

**Future Cost > 2019/20:** 0

**Total Project Cost:** 23,891,246

**Project Description:** TPO Non SIS Project Priority #16  
Right of way acquisition for widening of SR 292 from Innerarity Point Rd to SR 173 (Blue Angel Parkway) with local funds.



4210121

SR173 (Blue Angel Parkway)

Non-SIS



**Work Summary:** PRELIM ENG FOR FUTURE CAPACITY

**From:** SR292 (Sorrento Road/Gulf Beach Hwy)

**To:** SR30 (US98)

**Lead Agency:** Escambia

**Length:** 3.239 MI

**LRTP #:** #50 in Amendment Report p. D-6

Phase	Fund Source	2015/16	2016/17	2017/18	2018/19	2019/20	Total
ROW	LF	0	0	0	15,000,000	0	15,000,000
<b>Total</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>15,000,000</b>	<b>0</b>	<b>15,000,000</b>

**Prior Cost < 2015/16:** 3,204,279

**Future Cost > 2019/20:** 0

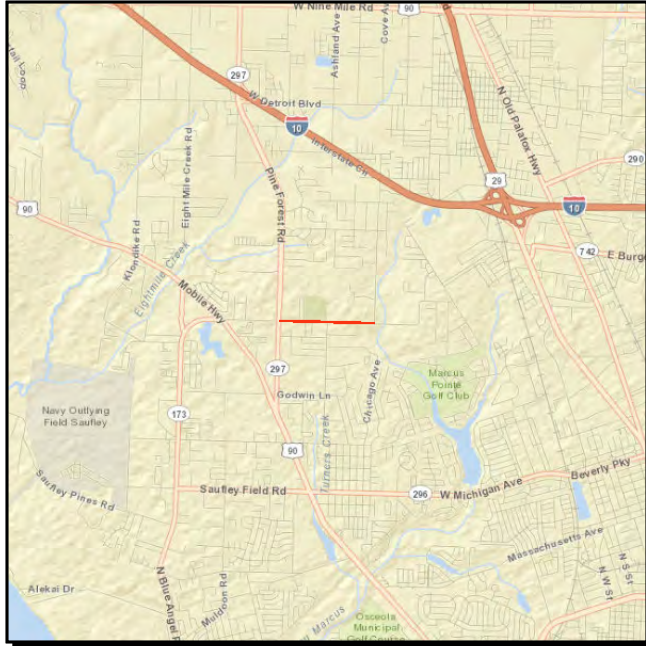
**Total Project Cost:** 18,204,279

**Project Description:** TPO Non SIS Project Priority #22  
Right-of-Way acquisition of SR 173 (Blue Angel Parkway) from SR 292 (Sorrento Road/Gulf Beach Highway) to SR 30 (US 98) with local funds.

4210143

LONGLEAF DRIVE

Non-SIS



**Work Summary:** ADD LANES & RECONSTRUCT

**From:** SR 297 PINE FOREST

**To:** WYMART ROAD

**Lead Agency:** FDOT

**Length:** .999 MI

**LRTP #:** #49 in Amendment Report p. D-6

Phase	Fund Source	2015/16	2016/17	2017/18	2018/19	2019/20	Total
CST	TRIP	0	1,014,603	0	0	0	1,014,603
CST	LFP	0	1,014,603	0	0	0	1,014,603
<b>Total</b>		<b>0</b>	<b>2,029,206</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2,029,206</b>

**Prior Cost < 2015/16:** 0

**Future Cost > 2019/20:** 0

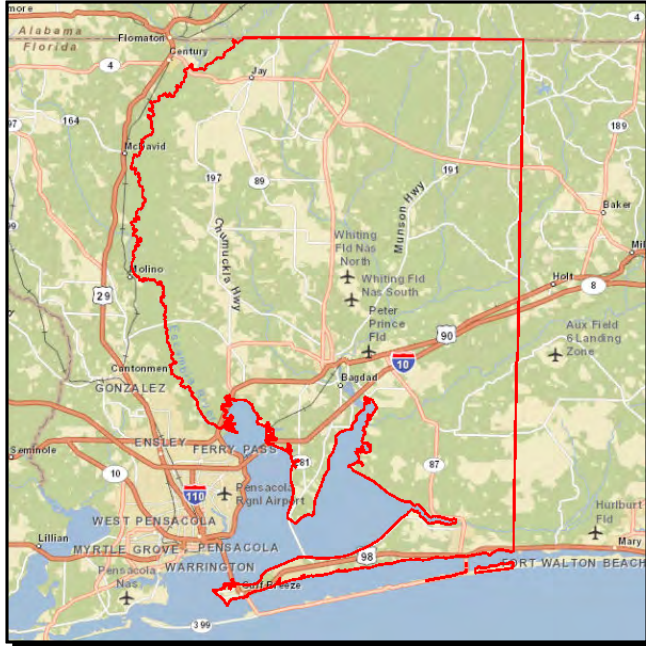
**Total Project Cost:** 2,029,206

**Project Description:** Committed TPO Non-SIS Project Priority  
Funded by the Transportation Regional Incentive Program (TRIP)  
Construction of future 4-lane of Longleaf Drive from SR 297 (Pine Forest Road) to Wymart Road.

4318831

SR 30/10 (US 98/90)

Non-SIS



**Work Summary:**

CORRIDOR/SUBAREA  
PLANNING

**From:**

CORRIDOR MANAGEMENT

**To:**

IMPROVEMENT PROJECTS

**Lead Agency:**

Santa Rosa

**Length:**

1.000 MI

**LRTP #:**

Corridor Imp.Box in  
Amend. Report p.D-5

Phase	Fund Source	2015/16	2016/17	2017/18	2018/19	2019/20	Total
CST	DIH	0	9,377	0	0	0	9,377
CST	SU	0	1,392,097	0	0	0	1,392,097
<b>Total</b>		<b>0</b>	<b>1,401,474</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1,401,474</b>

**Prior Cost < 2015/16:** 227,250

**Future Cost > 2019/20:** 0

**Total Project Cost:** 1,628,724

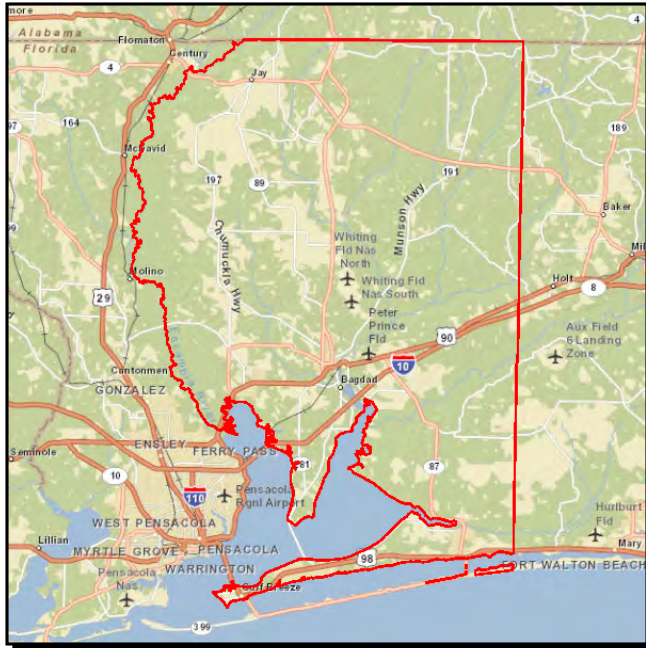
**Project Description:** TPO Non-SIS Project Priority #3  
Box funds for the implementation of corridor management projects on US 98 & US 90 in Santa Rosa County.



4318832

SR 10 (US 90)

Non-SIS



**Work Summary:**

CORRIDOR/SUBAREA  
PLANNING

**From:**

CORRIDOR MANAGEMENT

**To:**

IMPROVEMENT PROJECTS

**Lead Agency:**

Santa Rosa

**Length:**

27.772 MI

**LRTP #:**

Corridor Imp. Box in  
Amend. Report p.D-5

Phase	Fund Source	2015/16	2016/17	2017/18	2018/19	2019/20	Total
CST	SU	0	0	1,400,085	0	0	1,400,085
<b>Total</b>		<b>0</b>	<b>0</b>	<b>1,400,085</b>	<b>0</b>	<b>0</b>	<b>1,400,085</b>

**Prior Cost < 2015/16:** 227,250

**Future Cost > 2019/20:** 0

**Total Project Cost:** 1,627,335

**Project Description:** TPO Non SIS Project Priority #3  
Box funds for the implementation of corridor management projects on US 90 in Santa Rosa County.

4318833

SR 30 (US 98)

Non-SIS



**Work Summary:**

CORRIDOR/SUBAREA  
PLANNING

**From:**

CORRIDOR MANAGEMENT

**To:**

IMPROVEMENT PROJECTS

**Lead Agency:**

Santa Rosa

**Length:**

24.005 MI

**LRTP #:**

Corridor Imp Box in  
Amend. Report p.D-5

Phase	Fund Source	2015/16	2016/17	2017/18	2018/19	2019/20	Total
CST	SU	0	0	0	1,436,363	0	1,436,363
<b>Total</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>1,436,363</b>	<b>0</b>	<b>1,436,363</b>

**Prior Cost < 2015/16:** 227,250

**Future Cost > 2019/20:** 0

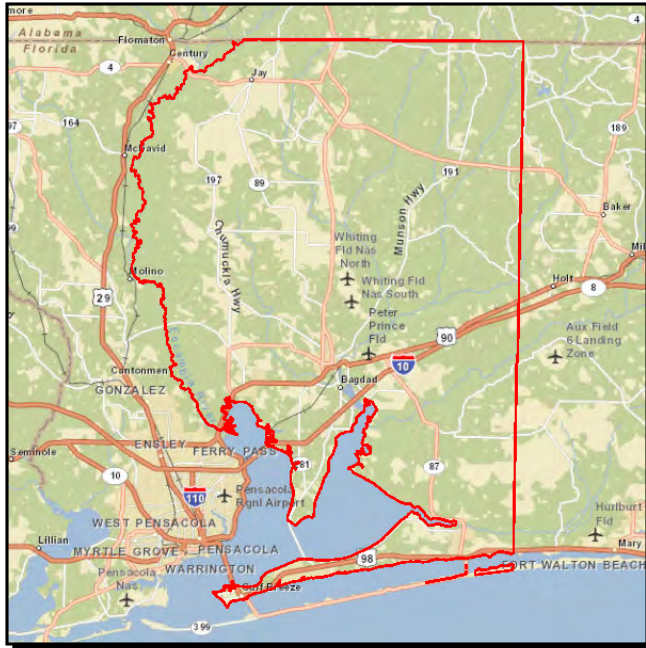
**Total Project Cost:** 1,663,613

**Project Description:** TPO Non-SIS Project Priority #3.  
Box funds for the implementation of corridor management projects on US 98 in Santa Rosa County.

4318834

SR 10 (US 90)

Non-SIS



**Work Summary:**

CORRIDOR/SUBAREA  
PLANNING

**From:**

CORRIDOR MANAGEMENT

**To:**

IMPROVEMENT PROJECTS

**Lead Agency:**

Santa Rosa

**Length:**

8.509 MI

**LRTP #:**

Corridor Impl Box in  
Amend. Report p. D-5

Phase	Fund Source	2015/16	2016/17	2017/18	2018/19	2019/20	Total
PE	SU	440,000	0	0	0	0	440,000
CST	SU	0	0	0	0	1,065,677	1,065,677
<b>Total</b>		<b>440,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1,065,677</b>	<b>1,505,677</b>

**Prior Cost < 2015/16:** 0

**Future Cost > 2019/20:** 0

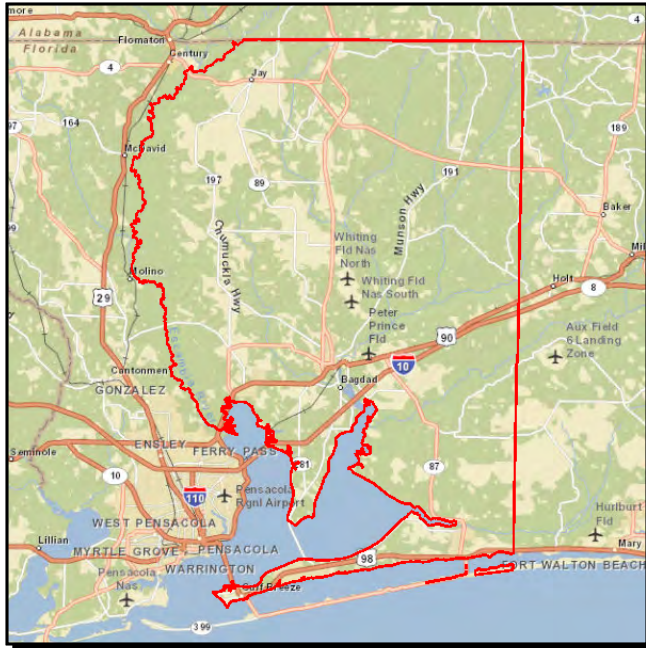
**Total Project Cost:** 1,505,677

**Project Description:** TPO Non-SIS Project Priority #3.  
Box funds for the implementation of Corridor Management Projects on US 90 in Santa Rosa County.

4318835

SR 30 (US 98)

Non-SIS



**Work Summary:**

CORRIDOR/SUBAREA PLANNING

**From:**

CORRIDOR MANAGEMENT

**To:**

IMPROVEMENT PROJECTS

**Lead Agency:**

FDOT

**Length:**

24.005 MI

**LRTP #:**

Corridor Impl. Box in Amend. Rpt. p. D-5

Phase	Fund Source	2015/16	2016/17	2017/18	2018/19	2019/20	Total
PE	SU	440,000	0	0	0	0	440,000
CST	SU	0	0	0	0	1,065,677	1,065,677
<b>Total</b>		<b>440,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1,065,677</b>	<b>1,505,677</b>

**Prior Cost < 2015/16:** 0

**Future Cost > 2019/20:** 0

**Total Project Cost:** 1,505,677

**Project Description:** TPO Non-SIS Project Priority #3.  
Boxed funds for the Implementation of Corridor Management Projects.

4369021

NAVARRE COMMUNITY ACCESS ROAD

Non-SIS



**Work Summary:** CORRIDOR/SUBAREA PLANNING

**From:** EDGEWOOD DRIVE

**To:** WHISPERING PINES BOULEVARD

**Lead Agency:** Santa Rosa

**LRTP #:** #34 in Amendment Report p. C-5

Phase	Fund Source	2015/16	2016/17	2017/18	2018/19	2019/20	Total
PDE	TRIP	0	250,000	0	0	0	250,000
PDE	LFP	0	0	250,000	0	0	250,000
<b>Total</b>		<b>0</b>	<b>250,000</b>	<b>250,000</b>	<b>0</b>	<b>0</b>	<b>500,000</b>

**Prior Cost < 2015/16:** 0

**Future Cost > 2019/20:** 0

**Total Project Cost:** 500,000

**Project Description:** Feasibility Study to connect existing local roads therefore creating an alternate east-west route north of US 98 (SR 30) in Navarre.



4371151

SANTA ROSA COUNTY

Non-SIS



Work Summary:

CORRIDOR/SUBAREA  
PLANNING

From:

PLANNING STUDIES UPDATES

To:

Lead Agency:

TPO

LRTP #:

Corridor Plan Box in  
Amend. Rpt.

Phase	Fund Source	2015/16	2016/17	2017/18	2018/19	2019/20	Total
PLN	SU	0	0	0	0	130,000	130,000
Total		0	0	0	0	130,000	130,000

Prior Cost < 2015/16:

0

Future Cost > 2019/20:

0

Total Project Cost:

130,000

Project Description:

TPO Non-SIS Project Priority #2  
Corridor Management Plan looking at operation and Safety Improvements.

## Non-SIS



**From:** @17TH AVENUE

**Lead Agency:** FDOT

**Length:** 0.804 MI

**L RTP #:** #78 in 2040 Needs Plan

Phase	Fund Source	2015/16	2016/17	2017/18	2018/19	2019/20	Total
PDE	DDR	801,595	0	0	0	0	801,595
PDE	DIH	40,080	0	0	0	0	40,080
<b>Total</b>		<b>841,675</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>841,675</b>

**Project Description:** PD&E Study in Pensacola.  
SR 30 (US 98) Gregory St. from N. end of Bridge to E. end of N. 14th Avenue.  
SR 30 (US 98) Bayfront Parkway from E. Chase Street to Gregory Street.

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**Section 3 - Bike/ Pedestrian**

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100060025

CR 99

Non-SIS



**Work Summary:** SIDEWALK

**From:** Hyde Park Road

**To:** Spanish Cove Drive

**Lead Agency:** ALDOT

**Length:** 0.85 MI

**LRTP #:** Final Report p. 189

Phase	Fund Source	2015/16	2016/17	2017/18	2018/19	2019/20	Total
PE	STPLL	20,000	0	0	0	0	20,000
PE	LF	5,000	0	0	0	0	5,000
<b>Total</b>		<b>25,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>25,000</b>

**Prior Cost < 2015/16:** 0

**Future Cost > 2019/20:** 0

**Total Project Cost:** 25,000

**Project Description:** TPO Committed Alabama Bicycle and Pedestrian Project Priority  
CR 99 sidewalk from Hyde Park Rd to Spanish Cove Dr.

100060026

CR 99

Non-SIS



**Work Summary:** SIDEWALK

**From:** Hyde Park Road

**To:** Spanish Cove Drive

**Lead Agency:** ALDOT

**Length:** 0.85 MI

**LRTP #:** Final Report p. 189

Phase	Fund Source	2015/16	2016/17	2017/18	2018/19	2019/20	Total
CST	STPLL	0	0	259,716	0	0	259,716
CST	LF	0	0	64,929	0	0	64,929
<b>Total</b>		<b>0</b>	<b>0</b>	<b>324,645</b>	<b>0</b>	<b>0</b>	<b>324,645</b>

**Prior Cost < 2015/16:** 0

**Future Cost > 2019/20:** 0

**Total Project Cost:** 324,645

**Project Description:** TPO Committed Alabama Bicycle & Pedestrian Project Priority  
CR 99 sidewalk from Hyde Park Rd. to Spanish Cove Dr.

100060027

US 98 / SR 42 Paved Shoulders

Non-SIS



**Work Summary:** PAVE SHOULDERS

**From:** Barclay Ave

**To:** Alabama State Line

**Lead Agency:** ALDOT

**Length:** 1.35 MI

**LRTP #:** Final Report p. 189

Phase	Fund Source	2015/16	2016/17	2017/18	2018/19	2019/20	Total
PE	STPLL	20,000	0	0	0	0	20,000
PE	LF	5,000	0	0	0	0	5,000
<b>Total</b>		<b>25,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>25,000</b>

**Prior Cost < 2015/16:** 0

**Future Cost > 2019/20:** 0

**Total Project Cost:** 25,000

**Project Description:** TPO Committed Alabama Bicycle & Pedestrian Project Priority.  
Pave shoulders on US 98 / SR 42 from Barclay Ave. to the Alabama State Line.

100060029

US 98 / SR 42 Paved Shoulders

Non-SIS



**Work Summary:** PAVE SHOULDERS

**From:** Barclay Ave

**To:** Alabama State Line

**Lead Agency:** ALDOT

**Length:** 1.35 MI

**LRTP #:** Final Report p. 189

Phase	Fund Source	2015/16	2016/17	2017/18	2018/19	2019/20	Total
CST	STPLL	0	0	0	0	267,731	267,731
CST	LF	0	0	0	0	66,933	66,933
<b>Total</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>334,664</b>	<b>334,664</b>

**Prior Cost < 2015/16:** 0

**Future Cost > 2019/20:** 0

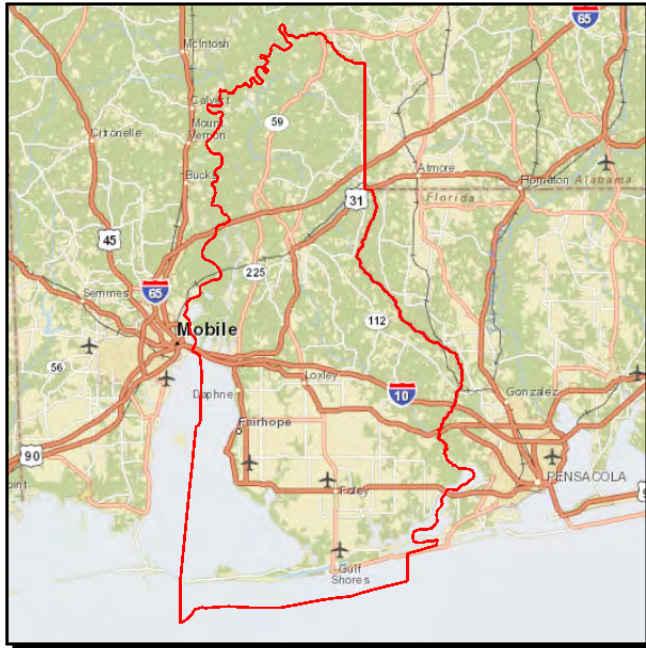
**Total Project Cost:** 334,664

**Project Description:** TPO Committed Alabama Bicycle & Pedestrian Project Priority.  
Pave shoulders on US 98 / SR 42 from Barclay Ave. to the Alabama State Line.

100060120

Baldwin County

Non-SIS



**Work Summary:** SIDEWALK

**From:** State Routes

**To:** State Routes

**Lead Agency:** ALDOT

**LRTP #:** Final Report Page 186

Phase	Fund Source	2015/16	2016/17	2017/18	2018/19	2019/20	Total
CST	STPAA	0	0	375,548	0	0	375,548
<b>Total</b>		<b>0</b>	<b>0</b>	<b>375,548</b>	<b>0</b>	<b>0</b>	<b>375,548</b>

**Prior Cost < 2015/16:** 0

**Future Cost > 2019/20:** 0

**Total Project Cost:** 375,548

**Project Description:** Curb and Ramp installation only on state routes at various locations in Baldwin County.



100063403

CR 99

Non-SIS



**Work Summary:** PAVE SHOULDERS

**From:** CARRIER DRIVE

**To:** SPANISH COVE DRIVE

**Lead Agency:** ALDOT

**Length:** 2.0 MI

**LRTP #:** Final Report p. 189

Phase	Fund Source	2015/16	2016/17	2017/18	2018/19	2019/20	Total
PE	STPLL	0	20,000	0	0	0	20,000
PE	LF	0	5,000	0	0	0	5,000
<b>Total</b>		<b>0</b>	<b>25,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>25,000</b>

**Prior Cost < 2015/16:** 0

**Future Cost > 2019/20:** 0

**Total Project Cost:** 25,000

**Project Description:** TPO #3 Alabama Bicycle & Pedestrian Project Priority.  
Pave shoulders on CR 99 from CR 91 to Carrier Drive.

100063634

CR 99

Non-SIS



**Work Summary:** PAVE SHOULDERS

**From:** CR 91

**To:** CARRIER DRIVE

**Lead Agency:** ALDOT

**Length:** 2.19 MI

**LRTP #:** Final Report p. 189

Phase	Fund Source	2015/16	2016/17	2017/18	2018/19	2019/20	Total
PE	STPLL	0	0	0	20,000	0	20,000
PE	LF	0	0	0	5,000	0	5,000
<b>Total</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>25,000</b>	<b>0</b>	<b>25,000</b>

**Prior Cost < 2015/16:** 0

**Future Cost > 2019/20:** 0

**Total Project Cost:** 25,000

**Project Description:** TPO #3 Alabama Bicycle & Pedestrian Project Priority.  
Pave shoulders on CR 99 from CR 91 to Carrier Drive.

4257454

SR 727 FAIRFIELD DR

Non-SIS



**Work Summary:** SIDEWALK

**From:** N 69TH AVENUE

**To:** N 61ST AVENUE

**Lead Agency:** FDOT

**Length:** .500 MI

**LRTP #:** Bike/Ped Box in Amend.  
Rpt p. D-5

Phase	Fund Source	2015/16	2016/17	2017/18	2018/19	2019/20	Total
CST	DIH	7,610	0	0	0	0	7,610
CST	SU	86,174	0	0	0	0	86,174
<b>Total</b>		<b>93,784</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>93,784</b>

**Prior Cost < 2015/16:** 12,356

**Future Cost > 2019/20:** 0

**Total Project Cost:** 106,140

**Project Description:** TPO Committed Florida Bicycle & Pedestrian Project Priority.  
Add sidewalk on south side.  
The termini was extended on this project from N 65th Avenue to N 61st Avenue to complete the sidewalks along Fairfield Dr. in this location.



4257455

CR 295A

Non-SIS



**Work Summary:** SIDEWALK

**From:** SR 30 (US 98) W. NAVY

**To:** CR 298A W. JACKSON STREET

**Lead Agency:** Escambia

**Length:** .85 MI

**LRTP #:** Bike/ Ped Box in Amend  
Rpt p. D-5

Phase	Fund Source	2015/16	2016/17	2017/18	2018/19	2019/20	Total
CST	SU	0	353,650	0	0	0	353,650
<b>Total</b>		<b>0</b>	<b>353,650</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>353,650</b>

**Prior Cost < 2015/16:** 0

**Future Cost > 2019/20:** 0

**Total Project Cost:** 353,650

**Project Description:** Committed TPO Florida Bicycle and Pedestrian Project Priority.  
Add sidewalk on CR 295A from SR 30 (US 98) W. Navy Boulevard to CR 298A W. Jackson Street.

## **Section 4 - Transportation Alternatives**

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100064552

ORANGE BEACH SIDEWALKS

Non-SIS



**Work Summary:** SIDEWALK

**From:** Neighborhood

**To:** Connectivity

**Lead Agency:** ALDOT

**Length:** 3.636 MI

**LRTP #:** Final Report Page 186

Phase	Fund Source	2015/16	2016/17	2017/18	2018/19	2019/20	Total
CST	TAPAA	0	400,000	0	0	0	400,000
CST	LF	0	100,000	0	0	0	100,000
<b>Total</b>		<b>0</b>	<b>500,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>500,000</b>

**Prior Cost < 2015/16:** 0

**Future Cost > 2019/20:** 0

**Total Project Cost:** 500,000

**Project Description:** Sidewalks on Lauder Lane from SR 180 (Canal Road) to Cobia Avenue; Bay La Launch Avenue from SR 180 (Canal Road) to Bear Point Marina; Gulf Bay Road from SR 180 (Canal Road) to Wolf Bay Terrace; Oak Ridge Drive from SR 161 (Orange Beach Boulevard) to end of road; and SR 161 (Orange Beach Boulevard) from Campground Road to Publix Shopping Center.

4335751

OLD US 90

Non-SIS



**Work Summary:** BIKE PATH/TRAIL

**From:** BLACKWATER HERT. TRL

**To:** HENRY STREET

**Lead Agency:** Santa Rosa

**Length:** .750 MI

**LRTP #:** Enhancement Box in  
Amend. Report p. D-5

Phase	Fund Source	2015/16	2016/17	2017/18	2018/19	2019/20	Total
CST	TALU	311,245	0	0	0	0	311,245
<b>Total</b>		<b>311,245</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>311,245</b>

**Prior Cost < 2015/16:** 28,200

**Future Cost > 2019/20:** 0

**Total Project Cost:** 339,445

**Project Description:** Committed TPO Florida Transportation Alternatives Project Priority.  
Construct 5' sidewalk.

4369851

**KING MIDDLE SCHOOL**

**Non-SIS**



**Work Summary:** SIDEWALK

**From:** STEWART STREET

**To:** DOGWOOD DRIVE

**Lead Agency:** Santa Rosa

**Length:** 1.126 MI

**LRTP #:** Enhancement Box in  
Amend. Report p. D-5

Phase	Fund Source	2015/16	2016/17	2017/18	2018/19	2019/20	Total
PE	TALU	27,722	0	0	0	0	27,722
CST	TALU	0	0	0	254,854	0	254,854
<b>Total</b>		<b>27,722</b>	<b>0</b>	<b>0</b>	<b>254,854</b>	<b>0</b>	<b>282,576</b>

**Prior Cost < 2015/16:** 0

**Future Cost > 2019/20:** 0

**Total Project Cost:** 282,576

**Project Description:** TPO Transportation Alternatives Project Priority #7  
Project is located between SR 87 (Stewart Street) and SR 89 (Dogwood Drive) with 1.13 miles of sidewalk installation. On the east side of Byrom Street north of Magnolia Street 2,640' of sidewalk will connect Magnolia Street and Rosasco Street. The 505' north side of the King Street sidewalk will connect SR 87 (Stewart Street) and SR 89 (Dogwood Drive). A 2,800' sidewalk will be located on the north side of Rosasco Street.

4370851

CR 292A BAUER ROAD

Non-SIS



**Work Summary:** PAVE SHOULDERS

**From:** GULF BEACH HWY

**To:** SR 292 SORRENTO ROAD

**Lead Agency:** Escambia

**Length:** 1.306 MI.

**LRTP #:** Enhancement Box in Amend. Report p. D-5

Phase	Fund Source	2015/16	2016/17	2017/18	2018/19	2019/20	Total
PE	TALU	39,093	0	0	0	0	39,093
CST	TALT	0	2,705	0	0	0	2,705
CST	TALU	0	426,676	0	0	0	426,676
<b>Total</b>		<b>39,093</b>	<b>429,381</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>468,474</b>

**Prior Cost < 2015/16:** 0

**Future Cost > 2019/20:** 0

**Total Project Cost:** 468,474

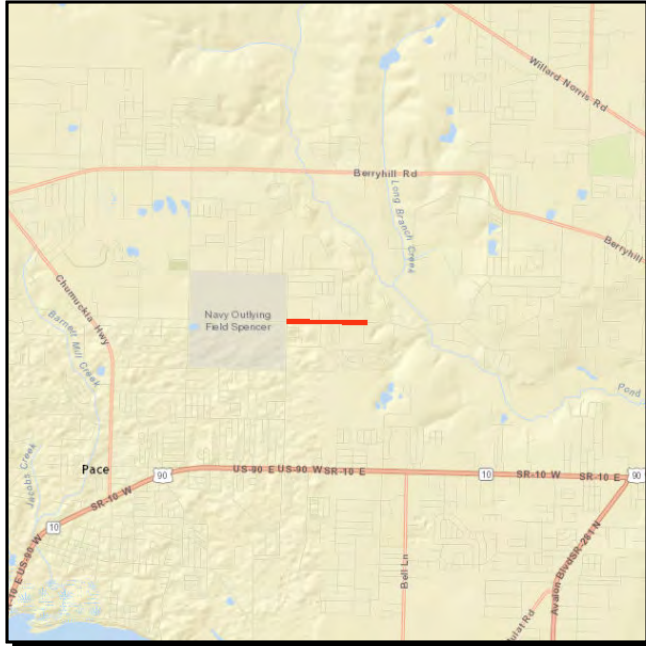
**Project Description:** TPO Florida Transportation Alternatives Project Priority #10.  
Project will install paved shoulders along both sides of Bauer Road.



4370871

HAMILTON BRIDGE ROAD

Non-SIS



**Work Summary:** SIDEWALK

**From:** E SPENCER FIELD ROAD

**To:** EMERALD DRIVE

**Lead Agency:** Santa Rosa

**Length:** .811 MI

**LRTP #:** Enhancement Box in Amend. Report p. D-5

Phase	Fund Source	2015/16	2016/17	2017/18	2018/19	2019/20	Total
PE	TALT	0	23,306	0	0	0	23,306
CST	TALU	0	0	105,325	66,434	0	171,759
CST	TALT	0	0	0	6,265	0	6,265
<b>Total</b>		<b>0</b>	<b>23,306</b>	<b>105,325</b>	<b>72,699</b>	<b>0</b>	<b>201,330</b>

**Prior Cost < 2015/16:** 0

**Future Cost > 2019/20:** 0

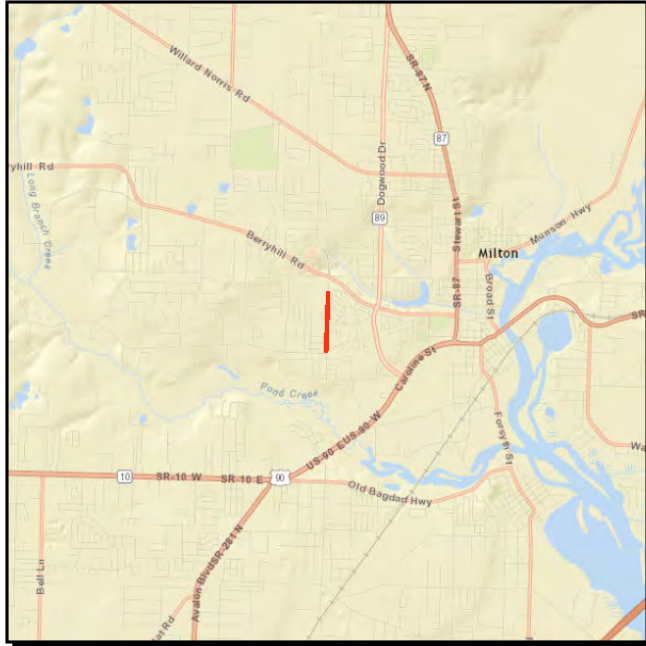
**Total Project Cost:** 201,330

**Project Description:** TPO Florida Transportation Alternatives Project Priority #15.  
Sidewalk on south side of Hamilton Bridge Road from East Spencer Field Road to Emerald Drive.

4370872

GLOVER LANE

Non-SIS



**Work Summary:** SIDEWALK

**From:** HAMILTON BRIDGE ROAD

**To:** HOBBS MIDDLE SCHOOL

**Lead Agency:** Santa Rosa

**Length:** 0.570 MI

**LRTP #:** Enhancement Box in  
Amend. Report p. D-5

Phase	Fund Source	2015/16	2016/17	2017/18	2018/19	2019/20	Total
PE	TALU	34,112	0	0	0	0	34,112
CST	TALU	0	0	260,931	0	0	260,931
<b>Total</b>		<b>34,112</b>	<b>0</b>	<b>260,931</b>	<b>0</b>	<b>0</b>	<b>295,043</b>

**Prior Cost < 2015/16:** 0

**Future Cost > 2019/20:** 0

**Total Project Cost:** 295,043

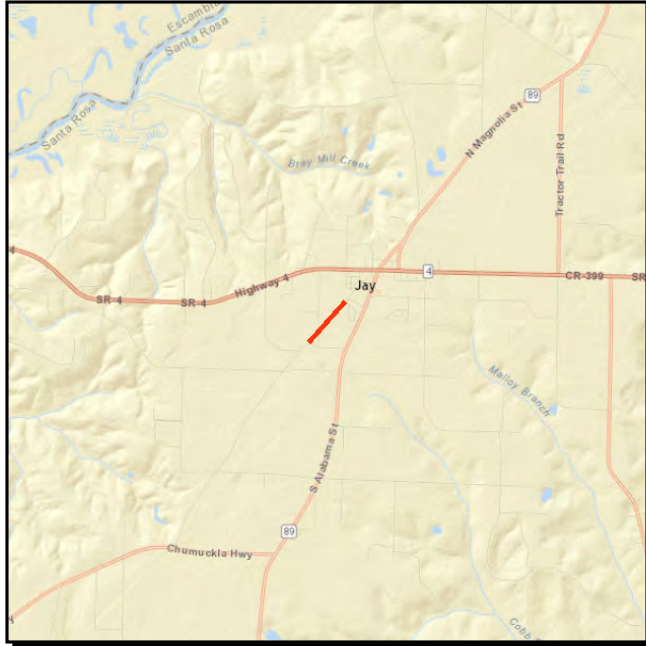
**Project Description:** TPO Transportation Alternatives Project Priority #11.  
Project will connect sidewalks on Glover Lane from Hamilton Bridge Road to Hobbs Middle School.



4370911

CR 197A JAY/SPRING STREET

Non-SIS



**Work Summary:** SIDEWALK

**From:** SCHOOL STREET

**To:** MILDRED STREET

**Lead Agency:** Santa Rosa

**Length:** .522 MI

**LRTP #:** Enhancement in Amend.  
Report p. D-5

Phase	Fund Source	2015/16	2016/17	2017/18	2018/19	2019/20	Total
PE	TALU	0	0	60,401	0	0	60,401
CST	TALT	0	0	0	1,000	143,567	144,567
CST	TALU	0	0	0	105,325	426,575	531,900
<b>Total</b>		<b>0</b>	<b>0</b>	<b>60,401</b>	<b>106,325</b>	<b>570,142</b>	<b>736,868</b>

**Prior Cost < 2015/16:** 0

**Future Cost > 2019/20:** 0

**Total Project Cost:** 736,868

**Project Description:** This project is NOT within the TPO planning area. Project is included for Rural Work Program reference.  
Construct sidewalks on CR 197A Jay/Spring Street from School Street to Mildred Street

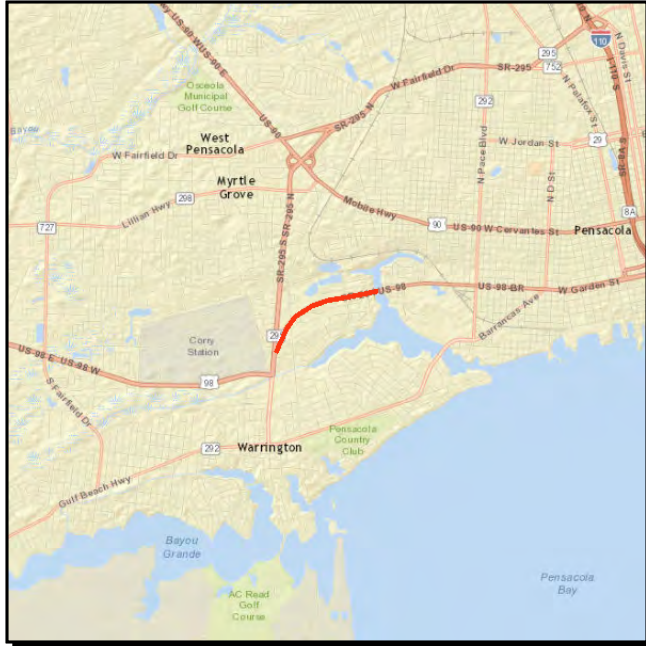
**Section 5 - TSM**

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2186302

SR 30 (US 98) NAVY

Non-SIS



**Work Summary:** PD&E/EMO STUDY

**From:** SR 295

**To:** BAYOU CHICO BRIDGE

**Lead Agency:** FDOT

**Length:** 1.326 MI

**LRTP #:** Final Report p. 146

Phase	Fund Source	2015/16	2016/17	2017/18	2018/19	2019/20	Total
PDE	LF	1,500,000	0	0	0	0	1,500,000
PDE	DIH	10,000	0	0	0	0	10,000
PE	DIH	0	0	1,500	0	0	1,500
PE	LF	0	0	1,650,000	0	0	1,650,000
<b>Total</b>		<b>1,510,000</b>	<b>0</b>	<b>1,651,500</b>	<b>0</b>	<b>0</b>	<b>3,161,500</b>

**Prior Cost < 2015/16:** 0

**Future Cost > 2019/20:** 0

**Total Project Cost:** 3,161,500

**Project Description:** PD&E Study for US 98 (W. Navy Boulevard) from SR 295 (New Warrington Boulevard) to Bayou Chico Bridge. Funds from Escambia County for redesign of existing cross section, maintain the same number of thru lanes, livable communities and landscaping project, access management modifications, curb and gutter, and bicycle and pedestrian features along with parking.

4097927

SR292 GULF BEACH HWY

Non-SIS



**Work Summary:** ADD THRU LANE(S)  
**From:** MERRITT STREET  
**To:** SOUTH 3RD STREET  
**Lead Agency:** FDOT  
**Length:** 0.425 MI  
**LRTP #:** Corridor Imp. Box in Amend. Report p.D-5

Phase	Fund Source	2015/16	2016/17	2017/18	2018/19	2019/20	Total
ROW	SU	1,500,000	0	0	0	0	1,500,000
<b>Total</b>		<b>1,500,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1,500,000</b>

**Prior Cost < 2015/16:** 8,553,258

**Future Cost > 2019/20:** 0

**Total Project Cost:** 10,053,258

**Project Description:** TPO Non-SIS Project Priority #3  
Operational improvements on Gulf Beach Hwy including additional westbound thru lane at Navy Blvd.

4317851

SR 742 CREIGHTON RD

Non-SIS



**Work Summary:** ADD TURN LANE(S)  
**From:** @ SR 289 9TH AVENUE  
**To:** INTERSECTION  
**Lead Agency:** FDOT  
**Length:** 0.189 mi  
**LRTP #:** Final Report p.186

Phase	Fund Source	2015/16	2016/17	2017/18	2018/19	2019/20	Total
CST	DIH	0	5,460	0	0	0	5,460
CST	SU	0	650,507	0	0	0	650,507
<b>Total</b>		<b>0</b>	<b>655,967</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>655,967</b>

**Prior Cost < 2015/16:** 452,323

**Future Cost > 2019/20:** 0

**Total Project Cost:** 1,108,290

**Project Description:** TPO Committed TSM Project Priority.  
Construct dual eastbound left turn lanes with 495' of storage.

4317852

SR 289 9TH AVENUE

Non-SIS



**Work Summary:** ADD TURN LANE(S)  
**From:** @ CREIGHTON RD  
**To:** INTERSECTION  
**Lead Agency:** FDOT  
**Length:** .454 MI  
**LRTP #:** Final Report p. 186

Phase	Fund Source	2015/16	2016/17	2017/18	2018/19	2019/20	Total
ROW	DIH	5,000	0	0	0	0	5,000
CST	DIH	0	6,895	0	0	0	6,895
CST	CM	0	485,870	0	0	0	485,870
CST	SA	0	29,217	0	0	0	29,217
<b>Total</b>		<b>5,000</b>	<b>521,982</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>526,982</b>

**Prior Cost < 2015/16:** 275,133

**Future Cost > 2019/20:** 0

**Total Project Cost:** 802,115

**Project Description:** TPO Committed TSM Project Priority  
 Major intersection modification.  
 Construct dual northbound left turn lanes with 495 feet of storage.



4317871

SR 727 FAIRFIELD DR

Non-SIS



**Work Summary:** ADD RIGHT TURN LANE(S)

**From:** @ N 65TH AVENUE

**To:** INTERSECTION

**Lead Agency:** FDOT

**Length:** 0.149 mi

**LRTP #:** Final Report p.186

Phase	Fund Source	2015/16	2016/17	2017/18	2018/19	2019/20	Total
RRU	SU	10,603	0	0	0	0	10,603
CST	DIH	5,669	0	0	0	0	5,669
CST	SU	357,303	0	0	0	0	357,303
<b>Total</b>		<b>373,575</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>373,575</b>

**Prior Cost < 2015/16:** 349,919

**Future Cost > 2019/20:** 0

**Total Project Cost:** 723,494

**Project Description:** TPO Committed TSM Project Priority  
Construct eastbound right turn lane with 100' of storage.

4334481

SR 10A (MOBILE HWY)

Non-SIS



**Work Summary:** ADD TURN LANE(S)  
**From:** @ WOODSIDE DRIVE  
**To:** INTERSECTION  
**Lead Agency:** FDOT  
**Length:** .004 MI  
**LRTP #:** Final Report p. 186

Phase	Fund Source	2015/16	2016/17	2017/18	2018/19	2019/20	Total
ROW	DIH	16,391	0	0	0	0	16,391
ROW	SA	246,614	0	0	0	0	246,614
CST	DS	0	161,189	0	0	0	161,189
CST	DIH	0	5,494	0	0	0	5,494
CST	CM	0	297,915	0	0	0	297,915
<b>Total</b>		<b>263,005</b>	<b>464,598</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>727,603</b>

**Prior Cost < 2015/16:** 237,786

**Future Cost > 2019/20:** 0

**Total Project Cost:** 965,389

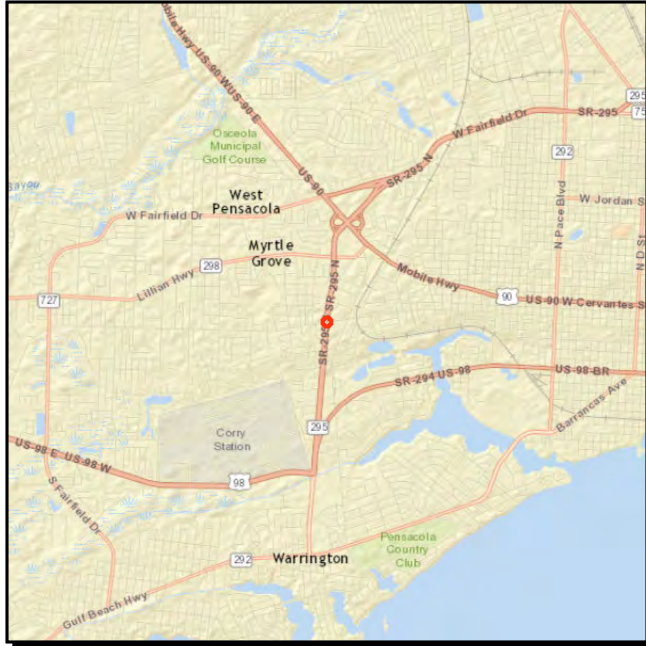
**Project Description:** TPO Committed TSM Project Priority  
Construct westbound left turn lane with 150' of storage



4367191

## SR 295 NEW WARRINGTON RD

Non-SIS



**Work Summary:** ADD TURN LANE(S) **From:** @ CR 298A JACKSON ST

**To:** INTERSECTION

**Lead Agency:** FDOT

**Length:** .228 MI

**LRTP #:** Final Report p. 186

Phase	Fund Source	2015/16	2016/17	2017/18	2018/19	2019/20	Total
PE	DIH	25,580	0	0	0	0	25,580
PE	SU	265,800	0	0	0	0	265,800
CST	SU	0	0	589,624	0	0	589,624
<b>Total</b>		<b>291,380</b>	<b>0</b>	<b>589,624</b>	<b>0</b>	<b>0</b>	<b>881,004</b>

**Prior Cost < 2015/16:** 1,000

**Future Cost > 2019/20:** 0

**Total Project Cost:** 882,004

**Project Description:** TPO #1 TSM Project Priority  
Construct northbound right turn lane on SR 295; Redesign the existing northbound and southbound left turn lanes on SR 295; and extend eastbound and westbound left turn lanes on W. Jackson to provide at 150 feet of storage.

4367201

SR 292 GULF BEACH HWY

Non-SIS



**Work Summary:** ADD TURN LANE(S) **From:** @ SR 727 FAIRFIELD DR  
**To:** INTERSECTION  
**Lead Agency:** FDOT **Length:** .200 MI  
**LRTP #:** Final Report p. 186

Phase	Fund Source	2015/16	2016/17	2017/18	2018/19	2019/20	Total
PE	DIH	20,600	0	0	0	0	20,600
PE	SU	216,000	0	0	0	0	216,000
ROW	SU	0	61,700	0	0	0	61,700
ROW	DIH	0	20,000	0	0	0	20,000
CST	SU	0	0	0	459,452	0	459,452
<b>Total</b>		<b>236,600</b>	<b>81,700</b>	<b>0</b>	<b>459,452</b>	<b>0</b>	<b>777,752</b>

**Prior Cost < 2015/16:** 1,000

**Future Cost > 2019/20:** 0

**Total Project Cost:** 778,752

**Project Description:** Construct westbound right turn lane channelized and southbound left turn lane with 100 feet of storage, signalization upgrades.

4367241

SR 10A (US 90) MOBILE HWY

Non-SIS



Work Summary: ROUNDABOUT

From: @ CR 99 BEULAH RD

To: INTERSECTION

Lead Agency: FDOT

Length: .200 MI

LRTP #: Final Report p. 186

Phase	Fund Source	2015/16	2016/17	2017/18	2018/19	2019/20	Total
PE	DIH	28,464	0	0	0	0	28,464
PE	DDR	284,640	0	0	0	0	284,640
ROW	DIH	0	20,000	0	0	0	20,000
ROW	DDR	0	73,800	0	0	0	73,800
CST	DIH	0	0	16,756	0	0	16,756
CST	DDR	0	0	896,093	0	0	896,093
<b>Total</b>		<b>313,104</b>	<b>93,800</b>	<b>912,849</b>	<b>0</b>	<b>0</b>	<b>1,319,753</b>

Prior Cost < 2015/16: 6,000

Future Cost > 2019/20: 0

Total Project Cost: 1,325,753

Project Description: Construct roundabout at SR 10A (US 90) Mobile Highway at CR 99 (Beulah Road).

**Section 6 - Miscellaneous**

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0001541

**TOLL OPERATIONS CR 399 BOB SIKES BRIDGE INSURANCE**

**Non-SIS**



**Work Summary:** TOLL PLAZA

**From:**

**To:**

**Lead Agency:** FDOT

**Length:** .753 MI

**LRTP #:** Final Report p. 186

Phase	Fund Source	2015/16	2016/17	2017/18	2018/19	2019/20	Total
OPS	D	40,000	40,000	40,000	40,000	42,000	202,000
<b>Total</b>		<b>40,000</b>	<b>40,000</b>	<b>40,000</b>	<b>40,000</b>	<b>42,000</b>	<b>202,000</b>

**Prior Cost < 2015/16:** 706,549

**Future Cost > 2019/20:** 0

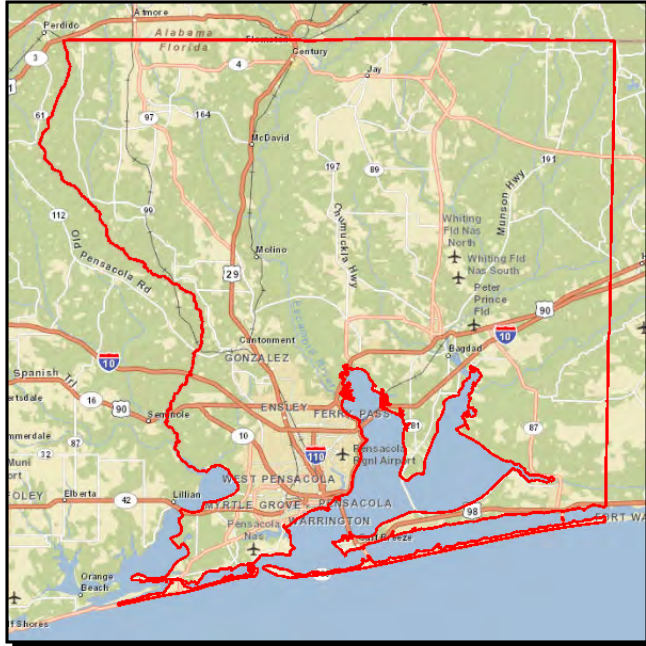
**Total Project Cost:** 908,549

**Project Description:** Toll Operations for CR 399/ Bob Sikes Bridge.

2186931

ESCAMBIA/SANTA ROSA

Non-SIS



Work Summary: FUNDING ACTION

From: URBAN FUNDING BOX

To: CONTINGENCY

Lead Agency: FDOT

LRTP #: Final Report p. 186

Phase	Fund Source	2015/16	2016/17	2017/18	2018/19	2019/20	Total
ROW	SU	60,000	0	0	0	0	60,000
CST	SU	31,249	0	0	0	1,421,430	1,452,679
<b>Total</b>		<b>91,249</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1,421,430</b>	<b>1,512,679</b>

Prior Cost < 2015/16: 141,758

Future Cost > 2019/20: 0

Total Project Cost: 1,654,437

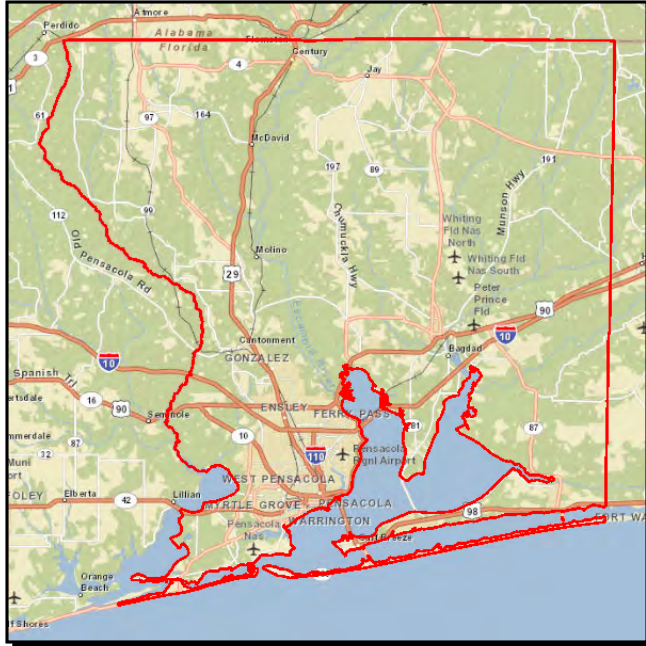
Project Description: Fund Box for Escambia/Santa Rosa Counties.



2186932

ESCAMBIA/SANTA ROSA

Non-SIS



**Work Summary:** FUNDING ACTION

**From:** URBAN FUNDING BOX

**To:** INTRASTATE XU FUNDS DESIGN  
R/W & CONST

**Lead Agency:** FDOT

**LRTP #:** Final Report p. 186

Phase	Fund Source	2015/16	2016/17	2017/18	2018/19	2019/20	Total
ROW	SU	133,034	0	0	0	0	133,034
<b>Total</b>		<b>133,034</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>133,034</b>

**Prior Cost < 2015/16:** 9,699

**Future Cost > 2019/20:** 0

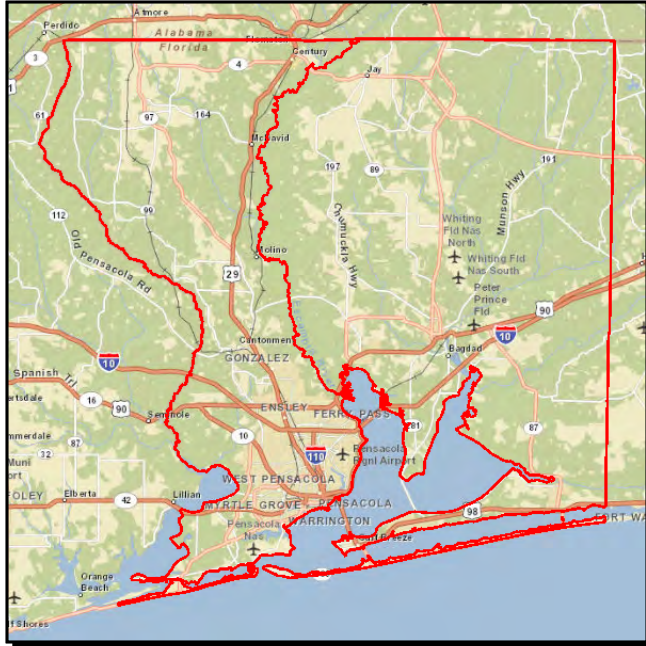
**Total Project Cost:** 142,733

**Project Description:** Fund Box for Escambia and Santa Rosa Counties.

2186936

ESCAMBIA/SANTA ROSA

Non-SIS



**Work Summary:** FUNDING ACTION

**From:** URBAN FUNDING BOX

**To:** RESERVES

**Lead Agency:** FDOT

**LRTP #:** Final Report p.186

Phase	Fund Source	2015/16	2016/17	2017/18	2018/19	2019/20	Total
CST	SU	18,518	0	0	0	0	18,518
<b>Total</b>		<b>18,518</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>18,518</b>

**Prior Cost < 2015/16:** 0

**Future Cost > 2019/20:** 0

**Total Project Cost:** 18,518

**Project Description:** Project added to the work program for Escambia County.



2224393

SR 8 (I-10) STATELINE GATEWAY & WELCOME CTR LANDSCAPING Non-SIS



Work Summary: LANDSCAPING

From:

To:

Lead Agency: FDOT

Length: 4.866 MI

LRTP #: Final Report p. 186

Phase	Fund Source	2015/16	2016/17	2017/18	2018/19	2019/20	Total
CST	DI	1,433,315	0	0	0	0	1,433,315
CST	DIH	27,934	0	0	0	0	27,934
CST	DDR	595,502	0	0	0	0	595,502
<b>Total</b>		<b>2,056,751</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2,056,751</b>

Prior Cost < 2015/16: 207

Future Cost > 2019/20: 0

Total Project Cost: 2,056,958

Project Description: Funding for landscaping at the I-10 Stateline Gateway & Welcome Center.

2224772

SR 8 (I-10)

SIS



**Work Summary:** LANDSCAPING

**From:** E OF SR 291 DAVIS

**To:** E OF SR 10A (US 90)

**Lead Agency:** FDOT

**Length:** 2.740 MI

**LRTP #:** Final Report p. 186

Phase	Fund Source	2015/16	2016/17	2017/18	2018/19	2019/20	Total
CST	DIH	0	0	2,374	0	0	2,374
CST	DDR	0	0	530,868	0	0	530,868
<b>Total</b>		<b>0</b>	<b>0</b>	<b>533,242</b>	<b>0</b>	<b>0</b>	<b>533,242</b>

**Prior Cost < 2015/16:** 0

**Future Cost > 2019/20:** 0

**Total Project Cost:** 533,242

**Project Description:** Funding for landscaping on SR 8 (I-10) between SR 291 (Davis Highway) and SR 10A (US 90/Scenic Highway).

4050151

**TOLL OPERATIONS**

**Non-SIS**



**Work Summary:** TOLL COLLECTION **From:** GARCON POINT BRIDGE

**To:**

**Lead Agency:** FDOT

**Length:** 3.496 MI

**LRTP #:** Final Report p.186

Phase	Fund Source	2015/16	2016/17	2017/18	2018/19	2019/20	Total
OPS	TOBC	1,446,533	1,411,533	1,446,533	1,461,533	1,462,000	7,228,132
<b>Total</b>		<b>1,446,533</b>	<b>1,411,533</b>	<b>1,446,533</b>	<b>1,461,533</b>	<b>1,462,000</b>	<b>7,228,132</b>

**Prior Cost < 2015/16:** 15,027,456

**Future Cost > 2019/20:** 0

**Total Project Cost:** 22,255,588

**Project Description:** Garcon Point toll collection operations.

4153657

SR 281

Non-SIS



**Work Summary:** TOLL PLAZA

**From:** GARCON POINT BRIDGE

**To:** BRIDGE NO. 580174

**Lead Agency:** FDOT

**Length:** 3.496 MI

**LRTP #:** Final Report p.186

Phase	Fund Source	2015/16	2016/17	2017/18	2018/19	2019/20	Total
PE	DSBC	54,259	54,259	54,259	54,259	54,259	271,295
<b>Total</b>		<b>54,259</b>	<b>54,259</b>	<b>54,259</b>	<b>54,259</b>	<b>54,259</b>	<b>271,295</b>

**Prior Cost < 2015/16:** 211,969

**Future Cost > 2019/20:** 0

**Total Project Cost:** 483,264

**Project Description:** Garcon Point toll plaza operations.

4168131

**GARCON POINT TOLL**

**Non-SIS**



**Work Summary:** TOLL PLAZA

**From:** FACILITIES MAINTENANCE

**To:** @East Bay Bridge #580174

**Lead Agency:** FDOT

**Length:** 5.528 MI

**LRTP #:** Final Report p.186

Phase	Fund Source	2015/16	2016/17	2017/18	2018/19	2019/20	Total
MNT	TMBC	79,585	80,185	80,185	80,185	80,185	400,325
<b>Total</b>		<b>79,585</b>	<b>80,185</b>	<b>80,185</b>	<b>80,185</b>	<b>80,185</b>	<b>400,325</b>

**Prior Cost < 2015/16:** 827,240

**Future Cost > 2019/20:** 160,370

**Total Project Cost:** 1,387,935

**Project Description:** Garcon Point toll facilities maintenance.

4229072

SR 10 (US 90) OVER MACAVIS BAYOU BRIDGE LANDSCAPING

Non-SIS



Work Summary: LANDSCAPING

From:

To:

Lead Agency: FDOT

Length: .507 MI

LRTP #: Final Report p. 186

Phase	Fund Source	2015/16	2016/17	2017/18	2018/19	2019/20	Total
CST	DIH	0	6,055	0	0	0	6,055
CST	DDR	0	323,798	0	0	0	323,798
<b>Total</b>		<b>0</b>	<b>329,853</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>329,853</b>

Prior Cost < 2015/16: 0

Future Cost > 2019/20: 0

Total Project Cost: 329,853

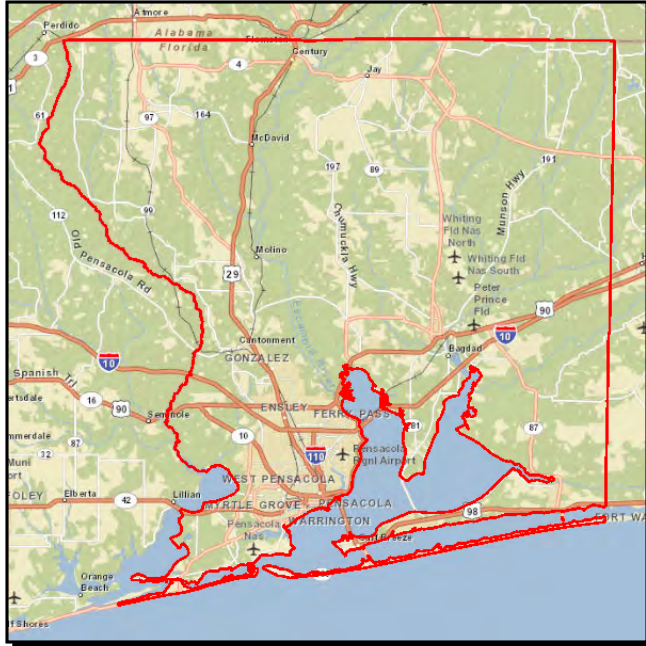
Project Description: Funding for landscaping on SR 10 (US 90) over Macavis Bayou.



4254945

MILTON OPERATIONS CENTER

Non-SIS



Work Summary: FIXED CAPITAL OUTLAY From:

To:

Lead Agency: FDOT

LRTP #: Final Report p. 186

Phase	Fund Source	2015/16	2016/17	2017/18	2018/19	2019/20	Total
CST	FCO	50,000	0	0	0	0	50,000
MNT	D	50,000	0	0	0	0	50,000
<b>Total</b>		<b>100,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>100,000</b>

Prior Cost < 2015/16: 0

Future Cost > 2019/20: 0

Total Project Cost: 100,000

Project Description: Fixed Capital outlay for Milton Operations Center.

4269291

SR 95 (US 29)

SIS



**Work Summary:** MISCELLANEOUS CONSTRUCTION

**From:** N OF CHAMPION DRIVE

**To:** ALABAMA STATE LINE

**Lead Agency:** FDOT

**Length:** 15.475 MI

**LRTP #:** Final Report p.186

Phase	Fund Source	2015/16	2016/17	2017/18	2018/19	2019/20	Total
CST	DIH	170,200	0	0	0	0	170,200
CST	DDR	104,561	0	0	0	0	104,561
CST	NHRE	720,758	0	0	0	0	720,758
<b>Total</b>		<b>995,519</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>995,519</b>

**Prior Cost < 2015/16:** 1,380,775

**Future Cost > 2019/20:** 0

**Total Project Cost:** 2,376,294

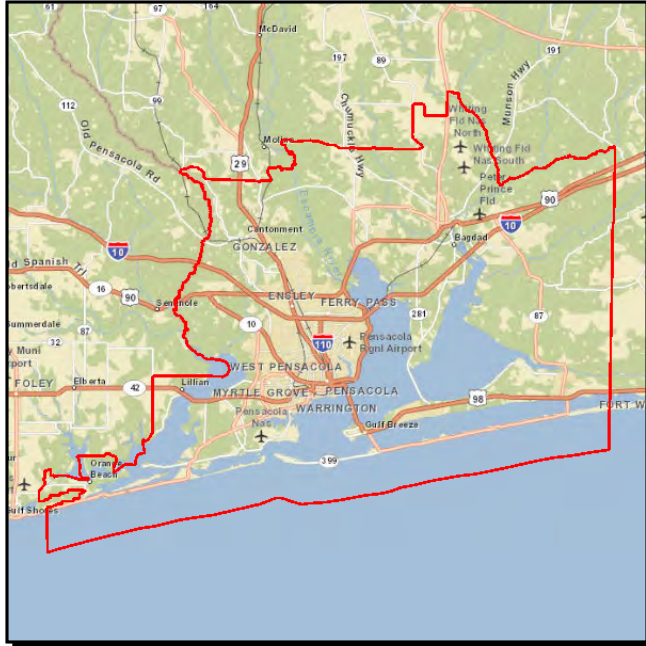
**Project Description:** This project is NOT within the TPO Planning Area. Project is included for Rural Work Program reference. SR 95 (US 29) miscellaneous construction from north of Champion Drive to the Alabama State Line.



4279311

FLORIDA-ALABAMA TPO

Non-SIS



**Work Summary:** TRANSPORTATION PLANNING

**From:** FY 15-16 UPWP

**To:**

**Lead Agency:** FDOT

**LRTP #:** Final Report p. 186

Phase	Fund Source	2015/16	2016/17	2017/18	2018/19	2019/20	Total
PLN	PL	578,172	0	0	0	0	578,172
<b>Total</b>		<b>578,172</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>578,172</b>

**Prior Cost < 2015/16:** 617,500

**Future Cost > 2019/20:** 0

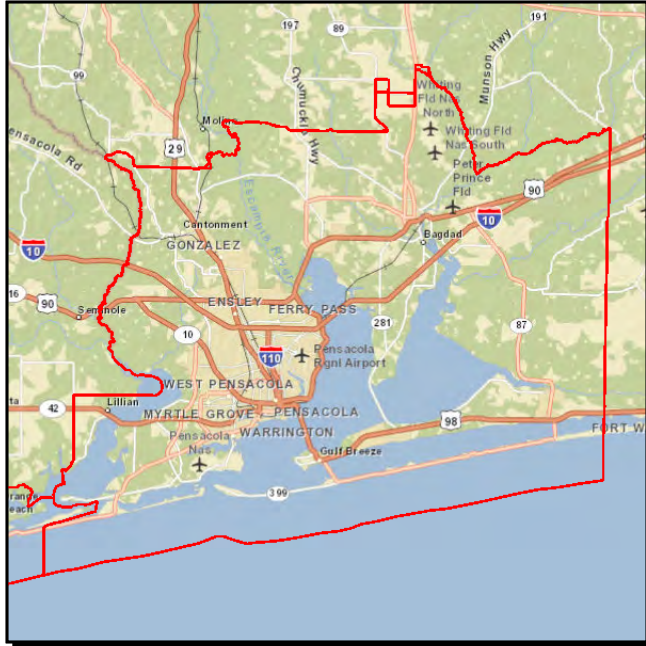
**Total Project Cost:** 1,195,672

**Project Description:** Provides a framework for transportation planning policy for the TPO.

4317401

FLORIDA-ALABAMA

Non-SIS



**Work Summary:** TRANSPORTATION PLANNING

**From:** TPO 17-18 UPWP

**To:**

**Lead Agency:** TPO

**LRTP #:** Final Report p. 186

Phase	Fund Source	2015/16	2016/17	2017/18	2018/19	2019/20	Total
PLN	PL	0	578,172	578,172	0	0	1,156,344
<b>Total</b>		<b>0</b>	<b>578,172</b>	<b>578,172</b>	<b>0</b>	<b>0</b>	<b>1,156,344</b>

**Prior Cost < 2015/16:** 0

**Future Cost > 2019/20:** 0

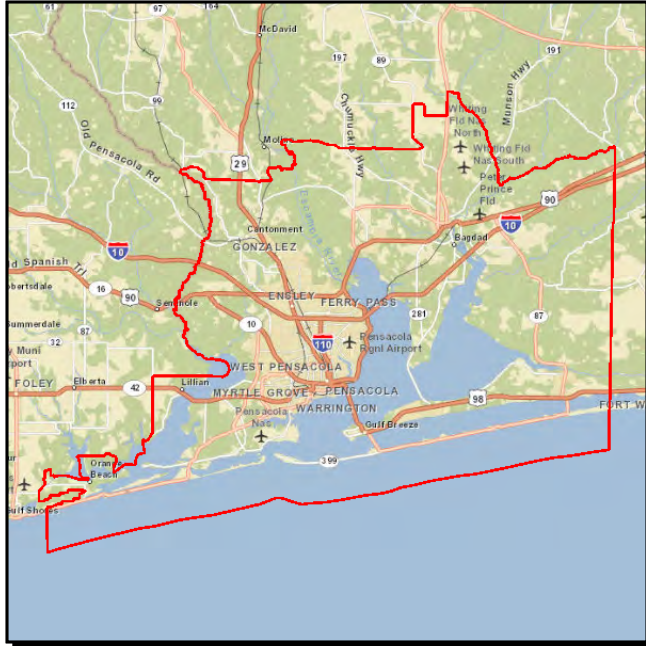
**Total Project Cost:** 1,156,344

**Project Description:** Provides a framework for transportation planning policy for the TPO.

4348781

FLORIDA-ALABAMA

Non-SIS



**Work Summary:** TRANSPORTATION PLANNING

**From:** TPO FY 18-19

**To:**

**Lead Agency:** TPO

**LRTP #:** LRTP Final Report p. 186

Phase	Fund Source	2015/16	2016/17	2017/18	2018/19	2019/20	Total
PLN	PL	0	0	0	578,172	578,172	1,156,344
<b>Total</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>578,172</b>	<b>578,172</b>	<b>1,156,344</b>

**Prior Cost < 2015/16:** 0

**Future Cost > 2019/20:** 0

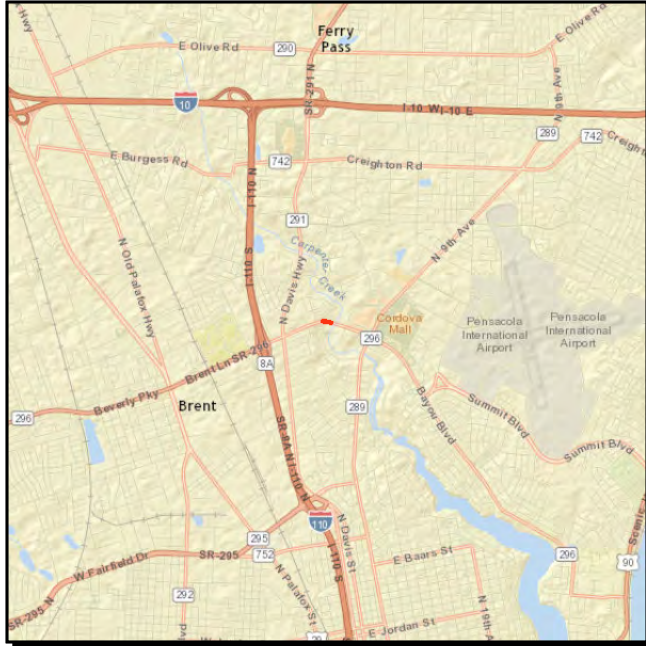
**Total Project Cost:** 1,156,344

**Project Description:** Provides a framework for transportation planning policy for TPO.

4351793

SR 296 BRENT LANE @ SPRINGHILL DRIVE LANDSCAPING

Non-SIS



Work Summary: LANDSCAPING

From:

To:

Lead Agency: FDOT

Length: .140 MI

LRTP #: Final Report p. 186.

Phase	Fund Source	2015/16	2016/17	2017/18	2018/19	2019/20	Total
CST	DIH	4,724	0	0	0	0	4,724
CST	DDR	50,253	0	0	0	0	50,253
<b>Total</b>		<b>54,977</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>54,977</b>

Prior Cost < 2015/16: 69

Future Cost > 2019/20: 0

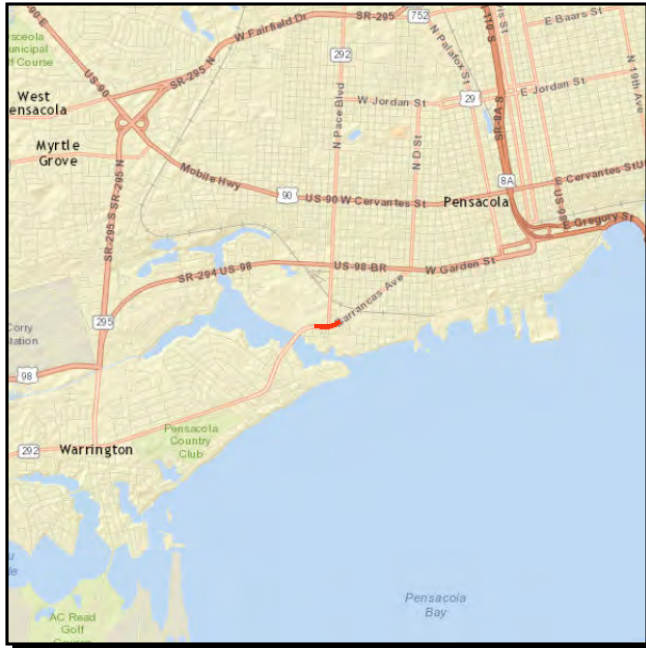
Total Project Cost: 55,046

Project Description: Funding for landscaping Brant Lane and Springhill Drive.

4351794

SR 292 BARRANCAS AVE @ SR 292 S PACE BOULEVARD

Non-SIS



Work Summary: LANDSCAPING

From:

To:

Lead Agency: FDOT

Length: .382 MI

LRTP #: Final Report p. 186

Phase	Fund Source	2015/16	2016/17	2017/18	2018/19	2019/20	Total
CST	DIH	5,905	0	0	0	0	5,905
CST	DDR	235,626	0	0	0	0	235,626
<b>Total</b>		<b>241,531</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>241,531</b>

Prior Cost < 2015/16: 209

Future Cost > 2019/20: 0

Total Project Cost: 241,740

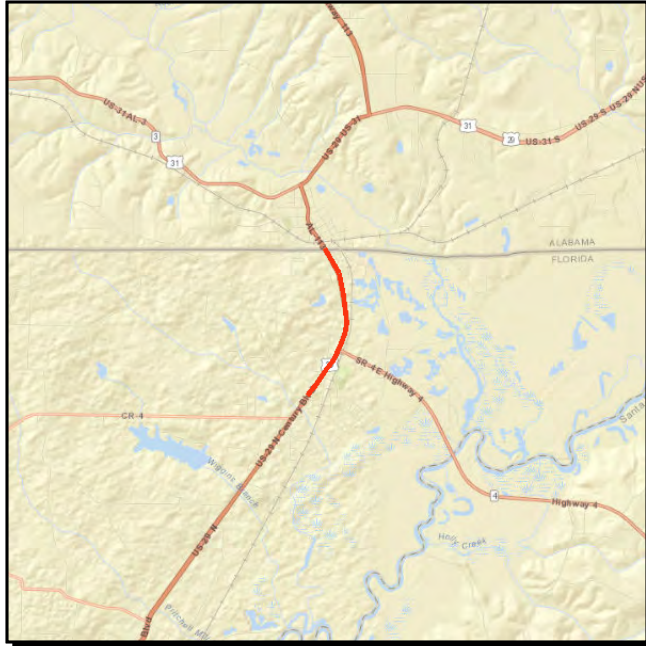
Project Description: Funding for landscaping Barrancas Avenue & Pace Boulevard.



4351801

SR 95 (US 29) STATELINE GATEWAY LANDSCAPING

SIS



Work Summary: LANDSCAPING

From:

To:

Lead Agency: FDOT

Length: 3.154 MI

LRTP #: Final Report p. 186

Phase	Fund Source	2015/16	2016/17	2017/18	2018/19	2019/20	Total
CST	DIH	3,543	0	0	0	0	3,543
CST	DDR	175,309	0	0	0	0	175,309
<b>Total</b>		<b>178,852</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>178,852</b>

Prior Cost < 2015/16: 0

Future Cost > 2019/20: 0

Total Project Cost: 178,852

**Project Description:** This project is NOT within the TPO planning area. Project is included for Rural Work Program reference. Funding for US 29 Gateway Landscaping.

4366141

SR 298 LILLIAN HWY

Non-SIS



**Work Summary:** LIGHTING

**From:** SR 727 N FAIRFIELD

**To:** SR 295 NEW WARRINGTON

**Lead Agency:** FDOT

**Length:** 2.819 MI

**LRTP #:** Final Report p. 186

Phase	Fund Source	2015/16	2016/17	2017/18	2018/19	2019/20	Total
PE	HSP	111,000	0	0	0	0	111,000
CST	HSP	0	0	906,360	0	0	906,360
<b>Total</b>		<b>111,000</b>	<b>0</b>	<b>906,360</b>	<b>0</b>	<b>0</b>	<b>1,017,360</b>

**Prior Cost < 2015/16:** 0

**Future Cost > 2019/20:** 0

**Total Project Cost:** 1,017,360

**Project Description:** Funding for lighting on SR 298 (Lillian Highway) between SR 727 (N. Fairfield Drive) and SR 295 (New Warrington Road) Intersection.

4367391

ESCAMBIA COUNTY

Non-SIS



**Work Summary:** TRAFFIC SIGNALS

**From:** JOINT PARTICIPATION AGREEMENTS

**To:** FOR TRAFFIC SIGNALS ON-SYSTEM ROADWAYS

**Lead Agency:** Escambia

**LRTP #:** ITS Box in Amend. Report p. D-5

Phase	Fund Source	2015/16	2016/17	2017/18	2018/19	2019/20	Total
OPS	DITS	701,480	0	0	0	0	701,480
OPS	DDR	3,040	738,180	773,225	809,710	847,689	3,171,844
<b>Total</b>		<b>704,520</b>	<b>738,180</b>	<b>773,225</b>	<b>809,710</b>	<b>847,689</b>	<b>3,873,324</b>

**Prior Cost < 2015/16:** 0

**Future Cost > 2019/20:** 0

**Total Project Cost:** 3,873,324

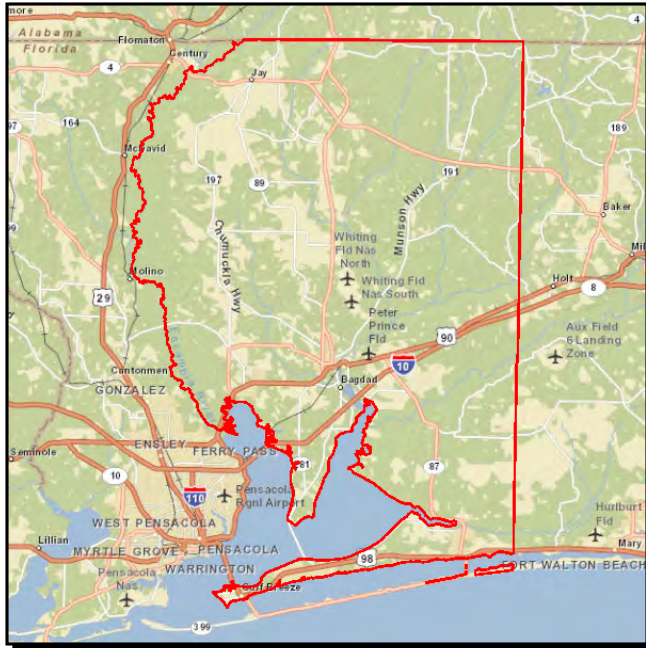
**Project Description:** Maintenance and operations of signals for signals on the state system.



4367501

SANTA ROSA COUNTY

Non-SIS



**Work Summary:** TRAFFIC SIGNALS

**From:** JOINT PARTICIPATION AGREEMENTS

**To:** FOR TRAFFIC SIGNALS ON-SYSTEM ROADWAYS

**Lead Agency:** Santa Rosa

**LRTP #:** ITS Box in Amend. Report p. D-5

Phase	Fund Source	2015/16	2016/17	2017/18	2018/19	2019/20	Total
OPS	DITS	138,016	0	0	0	0	138,016
OPS	DDR	61,408	211,668	224,469	237,847	251,826	987,218
<b>Total</b>		<b>199,424</b>	<b>211,668</b>	<b>224,469</b>	<b>237,847</b>	<b>251,826</b>	<b>1,125,234</b>

**Prior Cost < 2015/16:** 0

**Future Cost > 2019/20:** 0

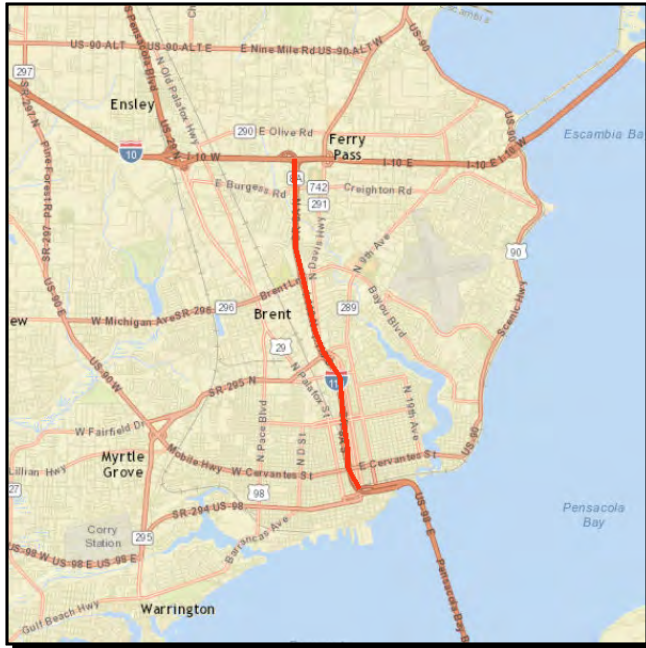
**Total Project Cost:** 1,125,234

**Project Description:** Maintenance and operations of signals for signals on the state system.

4370801

SR 8A (I-110)

SIS



**Work Summary:** CORRIDOR/SUBAREA PLANNING

**From:** SR 30 (US 98) EAST CHASE STREET

**To:** SR 8 (I-10)

**Lead Agency:** FDOT

**Length:** 6.341 MI

**LRTP #:** Final Report p. 186

Phase	Fund Source	2015/16	2016/17	2017/18	2018/19	2019/20	Total
PLN	ACNP	300,000	0	0	0	0	300,000
<b>Total</b>		<b>300,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>300,000</b>

**Prior Cost < 2015/16:** 0

**Future Cost > 2019/20:** 0

**Total Project Cost:** 300,000

**Project Description:** Planning Study; update to previous master plan.

## **Section 7 - Public Transportation**

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4202763

ESCAMBIA COUNTY

Non-SIS



**Work Summary:** CAPITAL FOR FIXED ROUTE

**From:** ECAT

**To:** SECTION 5309 CAPITAL

**Lead Agency:** Escambia

**LRTP #:** Transit Box in Amend.  
Rpt p. D-5

Phase	Fund Source	2015/16	2016/17	2017/18	2018/19	2019/20	Total
CAP	FTA	20,400,000	0	0	0	0	20,400,000
CAP	LF	5,100,000	0	0	0	0	5,100,000
<b>Total</b>		<b>25,500,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>25,500,000</b>

**Prior Cost < 2015/16:** 0

**Future Cost > 2019/20:** 0

**Total Project Cost:** 25,500,000

**Project Description:** TPO Public Transportation Project Priority  
Escambia County Transit capital funding

4213682

ESCAMBIA COUNTY

Non-SIS



**Work Summary:** OPERATING/ADMIN. ASSISTANCE

**From:** TRANSIT

**To:** NON-URBANIZED AREA 5311

**Lead Agency:** Escambia

**LRTP #:** Transit Box in Amend.  
Rpt. p. D-5

Phase	Fund Source	2015/16	2016/17	2017/18	2018/19	2019/20	Total
OPS	DU	150,000	0	0	0	0	150,000
OPS	LF	150,000	0	0	0	0	150,000
<b>Total</b>		<b>300,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>300,000</b>

**Prior Cost < 2015/16:** 1,153,272

**Future Cost > 2019/20:** 0

**Total Project Cost:** 1,453,272

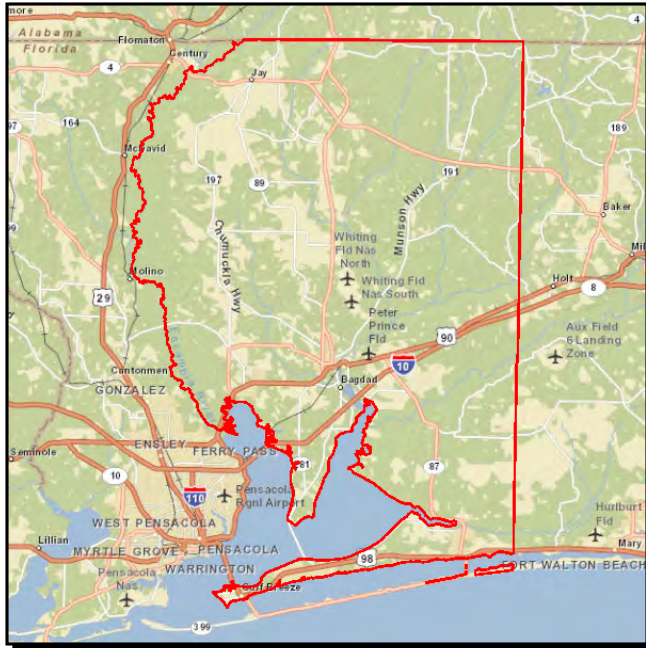
**Project Description:** TPO Public Transportation Project Priority.  
Escambia County transit operating / administrative assistance funding.



4213712

SANTA ROSA COUNTY

Non-SIS



**Work Summary:** OPERATING/ADMIN. ASSISTANCE

**From:** TRANSIT

**To:** NON-URBANIZED AREA 5311

**Lead Agency:** Santa Rosa

**LRTP #:** Transit Box in Amend. Rpt. p. D-5

Phase	Fund Source	2015/16	2016/17	2017/18	2018/19	2019/20	Total
OPS	DU	100,000	0	0	0	0	100,000
OPS	LF	100,000	0	0	0	0	100,000
<b>Total</b>		<b>200,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>200,000</b>

**Prior Cost < 2015/16:** 604,142

**Future Cost > 2019/20:** 0

**Total Project Cost:** 804,142

**Project Description:** TPO Public Transportation Project Priority  
Santa Rosa County Transit operating/administrative assistance funding for non-urbanized area transportation in Santa Rosa County.

4213713

SANTA ROSA COUNTY

Non-SIS



**Work Summary:** OPERATING/ADMIN. ASSISTANCE

**From:** SANTA ROSA COUNTY

**To:** SECTION 5310

**Lead Agency:** Santa Rosa

**LRTP #:** Transit Box in Amend. Rpt. p. D-5

Phase	Fund Source	2015/16	2016/17	2017/18	2018/19	2019/20	Total
CAP	FTA	150,000	150,000	150,000	150,000	150,000	750,000
CAP	LF	37,500	37,500	37,500	37,500	37,500	187,500
<b>Total</b>		<b>187,500</b>	<b>187,500</b>	<b>187,500</b>	<b>187,500</b>	<b>187,500</b>	<b>937,500</b>

**Prior Cost < 2015/16:** 0

**Future Cost > 2019/20:** 0

**Total Project Cost:** 937,500

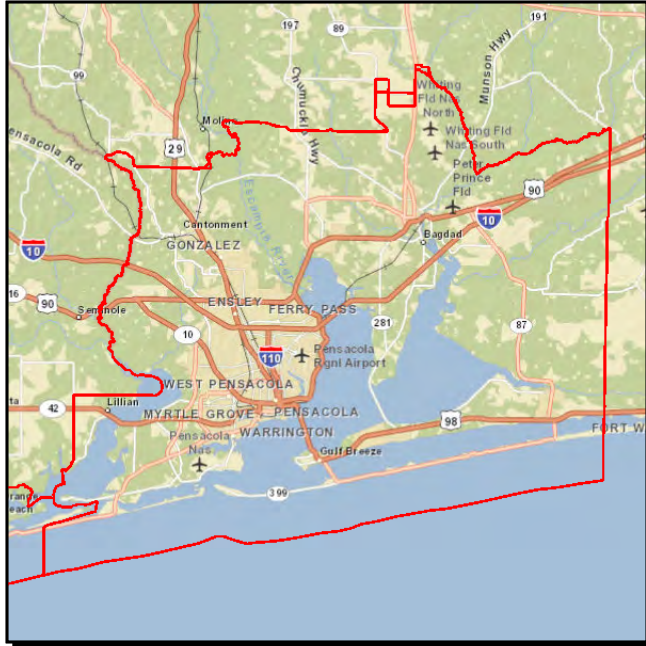
**Project Description:** TPO Public Transportation Project Priority  
Santa Rosa County operating/administrative assistance funding to enhance mobility for seniors and persons with Disabilities in Santa Rosa County.



4217172

FLORIDA-ALABAMA TPO

Non-SIS



**Work Summary:** MODAL SYSTEMS  
PLANNING

**From:** PLANNING SECTION 5305

**To:** GRANT

**Lead Agency:** TPO

**LRTP #:** Transit Box in Amend.  
Rpt. p.D-5

Phase	Fund Source	2015/16	2016/17	2017/18	2018/19	2019/20	Total
PLN	DU	111,000	0	0	0	0	111,000
PLN	DPTO	13,875	0	0	0	0	13,875
PLN	LF	13,875	0	0	0	0	13,875
<b>Total</b>		<b>138,750</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>138,750</b>

**Prior Cost < 2015/16:** 616,452

**Future Cost > 2019/20:** 0

**Total Project Cost:** 755,202

**Project Description:** TPO Public Transportation Project Priority.  
Florida Alabama TPO planning grant funding.

4217331

ESCAMBIA COUNTY

Non-SIS



**Work Summary:** CAPITAL FOR FIXED ROUTE

**From:** ECAT TRANSIT

**To:** 5307 CAPITAL FLEX

**Lead Agency:** Escambia

**LRTP #:** Transit Box in Amend. Rpt. p.D-5

Phase	Fund Source	2015/16	2016/17	2017/18	2018/19	2019/20	Total
CAP	LFF	75,000	75,000	75,000	0	0	225,000
CAP	FTAT	300,000	300,000	300,000	300,000	300,000	1,500,000
CAP	SU	300,000	300,000	300,000	300,000	300,000	1,500,000
CAP	LF	0	0	0	75,000	75,000	150,000
<b>Total</b>		<b>675,000</b>	<b>675,000</b>	<b>675,000</b>	<b>675,000</b>	<b>675,000</b>	<b>3,375,000</b>

**Prior Cost < 2015/16:** 3,037,500

**Future Cost > 2019/20:** 0

**Total Project Cost:** 6,412,500

**Project Description:** TPO Public Transportation Project Priority  
Capitalize Maintenance - Upgrade Technology and Equipment

4222571

ESCAMBIA COUNTY

Non-SIS



**Work Summary:** OPERATING FOR FIXED ROUTE  
**From:** ECAT TRANSIT  
**To:** OPERATING ASSISTANCE

**Lead Agency:** Escambia

**L RTP #:** Transit Box in Amend.  
 Rpt. p.D-5

Phase	Fund Source	2015/16	2016/17	2017/18	2018/19	2019/20	Total
OPS	DPTO	261,854	823,982	0	0	0	1,085,836
OPS	DDR	562,507	0	845,284	873,189	916,849	3,197,829
OPS	LF	824,361	823,982	845,284	873,189	916,849	4,283,665
<b>Total</b>		<b>1,648,722</b>	<b>1,647,964</b>	<b>1,690,568</b>	<b>1,746,378</b>	<b>1,833,698</b>	<b>8,567,330</b>

**Prior Cost < 2015/16:** 6,200,362

**Future Cost > 2019/20:** 0

**Total Project Cost:** 14,767,692

**Project Description:** TPO Public Transportation Project Priority.  
 Escambia County ECAT operating assistance.

4222601

ESCAMBIA COUNTY

Non-SIS



**Work Summary:** URBAN CORRIDOR IMPROVEMENTS

**From:** CORRIDOR ECAT TRANSIT

**To:** OPERATING ASSISTANCE

**Lead Agency:** Escambia

**L RTP #:** Transit Box in Amend.  
Rpt. p.D-5

Phase	Fund Source	2015/16	2016/17	2017/18	2018/19	2019/20	Total
OPS	DDR	420,000	420,000	49,064	105,002	0	994,066
OPS	DPTO	0	0	370,936	329,057	447,081	1,147,074
<b>Total</b>		<b>420,000</b>	<b>420,000</b>	<b>420,000</b>	<b>434,059</b>	<b>447,081</b>	<b>2,141,140</b>

**Prior Cost < 2015/16:** 3,232,534

**Future Cost > 2019/20:** 0

**Total Project Cost:** 5,373,674

**Project Description:** Public Transportation Project Priority.  
Corridor ECAT Transit Assistance for Davis Hwy (SR291).



4292621

ESCAMBIA COUNTY

Non-SIS



**Work Summary:** CAPITAL FOR FIXED ROUTE

**From:** ECAT

**To:** SECTION 5307

**Lead Agency:** Escambia

**L RTP #:** Transit Box in Amend.  
Rpt. p.D-5

Phase	Fund Source	2015/16	2016/17	2017/18	2018/19	2019/20	Total
CAP	FTA	2,200,000	2,200,000	2,200,000	2,200,000	2,200,000	11,000,000
CAP	LF	550,000	550,000	550,000	550,000	550,000	2,750,000
<b>Total</b>		<b>2,750,000</b>	<b>2,750,000</b>	<b>2,750,000</b>	<b>2,750,000</b>	<b>2,750,000</b>	<b>13,750,000</b>

**Prior Cost < 2015/16:** 0

**Future Cost > 2019/20:** 0

**Total Project Cost:** 13,750,000

**Project Description:** TPO Public Transportation Project Priority.  
Escambia County capital for a fixed route.

4309952

ESCAMBIA COUNTY

Non-SIS



**Work Summary:** CAPITAL FOR FIXED ROUTE

**From:** ECAT

**To:** SECTION 5310 CAP-OP

**Lead Agency:** Escambia

**L RTP #:** Transit Box in Amend.  
Rpt. p. D-5

Phase	Fund Source	2015/16	2016/17	2017/18	2018/19	2019/20	Total
CAP	FTA	350,000	350,000	350,000	350,000	350,000	1,750,000
CAP	LF	85,500	85,500	85,500	87,500	87,500	431,500
<b>Total</b>		<b>435,500</b>	<b>435,500</b>	<b>435,500</b>	<b>437,500</b>	<b>437,500</b>	<b>2,181,500</b>

**Prior Cost < 2015/16:** 1,128,660

**Future Cost > 2019/20:** 0

**Total Project Cost:** 3,310,160

**Project Description:** TPO Public Transportation Project Priority.  
Escambia County capital/operating for Seniors with Disabilities.

4309953

ESCAMBIA COUNTY

Non-SIS



**Work Summary:** OPERATING FOR FIXED ROUTE  
**From:** ECAT  
**To:** SECTION 5307 OPERATING  
**Lead Agency:** Escambia  
**L RTP #:** Transit Box in Amend. Rpt. p. D-5

Phase	Fund Source	2015/16	2016/17	2017/18	2018/19	2019/20	Total
OPS	LF	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	5,000,000
OPS	FTA	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	5,000,000
<b>Total</b>		<b>2,000,000</b>	<b>2,000,000</b>	<b>2,000,000</b>	<b>2,000,000</b>	<b>2,000,000</b>	<b>10,000,000</b>

**Prior Cost < 2015/16:** 11,600,000

**Future Cost > 2019/20:** 0

**Total Project Cost:** 21,600,000

**Project Description:** TPO Public Transportation Project Priority.  
Escambia County Operating Assistance.

4309954

ESCAMBIA COUNTY

Non-SIS



**Work Summary:** CAPITAL FOR FIXED ROUTE

**From:** ECAT

**To:** SECTION 5339 CAPITAL

**Lead Agency:** Escambia

**L RTP #:** Transit Box in Amend.  
Rpt. p. D-5

Phase	Fund Source	2015/16	2016/17	2017/18	2018/19	2019/20	Total
CAP	FTA	300,084	300,084	300,084	300,084	300,084	1,500,420
CAP	LF	75,021	75,021	75,021	75,021	75,021	375,105
<b>Total</b>		<b>375,105</b>	<b>375,105</b>	<b>375,105</b>	<b>375,105</b>	<b>375,105</b>	<b>1,875,525</b>

**Prior Cost < 2015/16:** 1,125,315

**Future Cost > 2019/20:** 0

**Total Project Cost:** 3,000,840

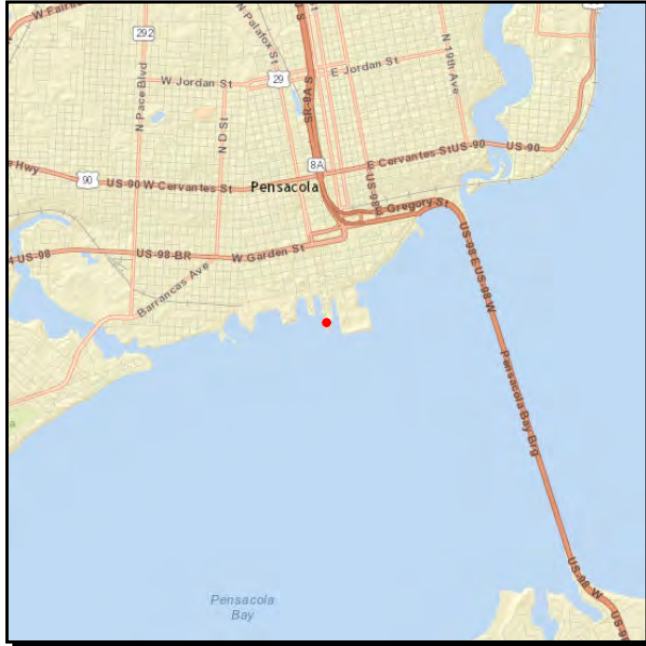
**Project Description:** TPO Public Transportation Project Priority.  
Buses and Bus Facilities.



4365111

CITY OF PENSACOLA FERRY LANDING

Non-SIS



**Work Summary:** FERRY BOAT/WATER TAXI  
**From:** At Plaza De Luna  
**To:**  
**Lead Agency:** City of Pensacola  
**LRTP #:** 2040 LRTP Objective D.3

Phase	Fund Source	2015/16	2016/17	2017/18	2018/19	2019/20	Total
CST	PLH	1,110,000	0	0	0	0	1,110,000
<b>Total</b>		<b>1,110,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1,110,000</b>

**Prior Cost < 2015/16:** 190,000

**Future Cost > 2019/20:** 0

**Total Project Cost:** 1,300,000

**Project Description:** Construction of Ferry Dock and supporting facilities at Plaza De Luna. Ferry will provide access to the National Park Service - Gulf Islands National Seashore. LAP with the City of Pensacola.

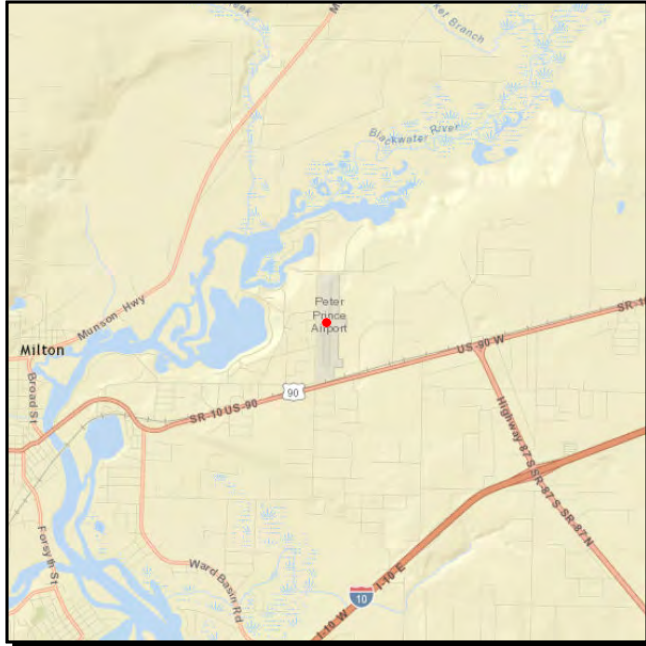
## **Section 8 - Aviation**

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4159312

PETER PRINCE FIELD

Non-SIS



Work Summary: AVIATION

From:

To: CONSTRUCT 12 T-HANGARS

Lead Agency: Santa Rosa

LRTP #: Final Report p.117-131

Phase	Fund Source	2015/16	2016/17	2017/18	2018/19	2019/20	Total
CAP	DDR	0	430,000	0	0	0	430,000
CAP	LF	0	120,000	0	0	0	120,000
<b>Total</b>		<b>0</b>	<b>550,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>550,000</b>

Prior Cost < 2015/16: 0

Future Cost > 2019/20: 0

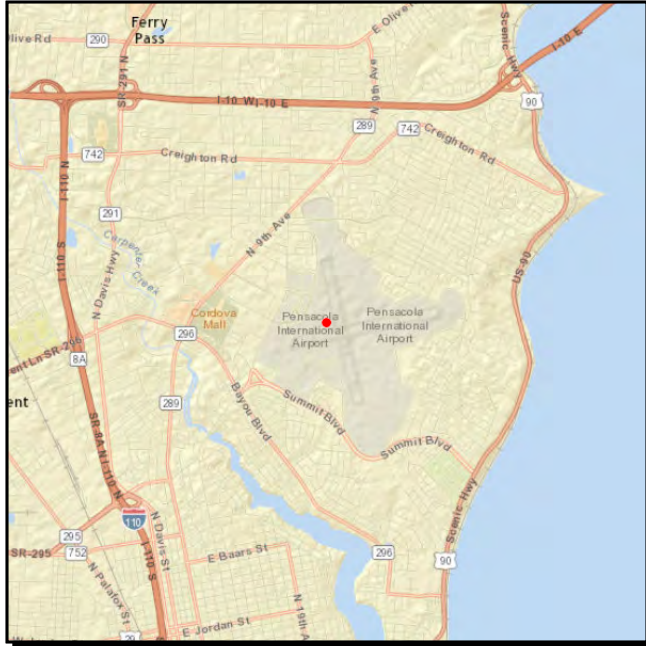
Total Project Cost: 550,000

Project Description: TPO Peter Prince Field Project Priority #1 in FY17.  
Construct 12 hangars at Peter Prince Field.

4203001

PENSACOLA INTERNATIONAL AIRPORT

Non-SIS



**Work Summary:** AVIATION CAPACITY PROJECT

**From:** AIRPORT

**To:** LAND ACQUISITION COMMERCE PARK IMPROVEMENTS

**Lead Agency:** City of Pensacola

**LRTP #:** Final Report p.117-131

Phase	Fund Source	2015/16	2016/17	2017/18	2018/19	2019/20	Total
CAP	DPTO	921,890	0	0	0	0	921,890
CAP	LF	307,297	0	0	0	0	307,297
<b>Total</b>		<b>1,229,187</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1,229,187</b>

**Prior Cost < 2015/16:** 10,892,430

**Future Cost > 2019/20:** 0

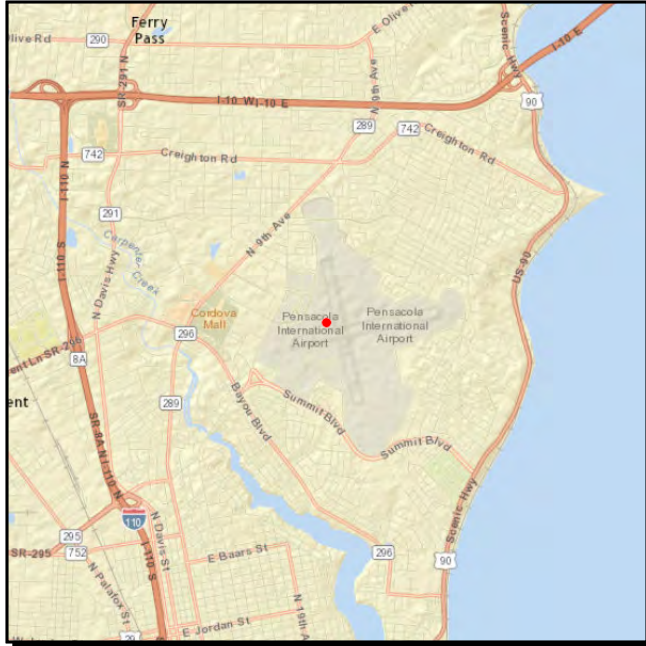
**Total Project Cost:** 12,121,617

**Project Description:** TPO Pensacola International Airport Project Priority #1 in 2016.  
Pensacola International Airport Commerce Park Phase I - Acquire Land.

4203002

PENSACOLA INTERNATIONAL AIRPORT

Non-SIS



**Work Summary:** AVIATION CAPACITY PROJECT

**From:** AIRPORT

**To:** LAND ACQUISITION COMMERCE PARK IMPROVEMENTS PHASE II

**Lead Agency:** City of Pensacola

**LRTP #:** Final Report p.117-131

Phase	Fund Source	2015/16	2016/17	2017/18	2018/19	2019/20	Total
CAP	DDR	0	800,000	0	0	0	800,000
CAP	LF	0	266,667	0	0	0	266,667
<b>Total</b>		<b>0</b>	<b>1,066,667</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1,066,667</b>

**Prior Cost < 2015/16:** 0

**Future Cost > 2019/20:** 0

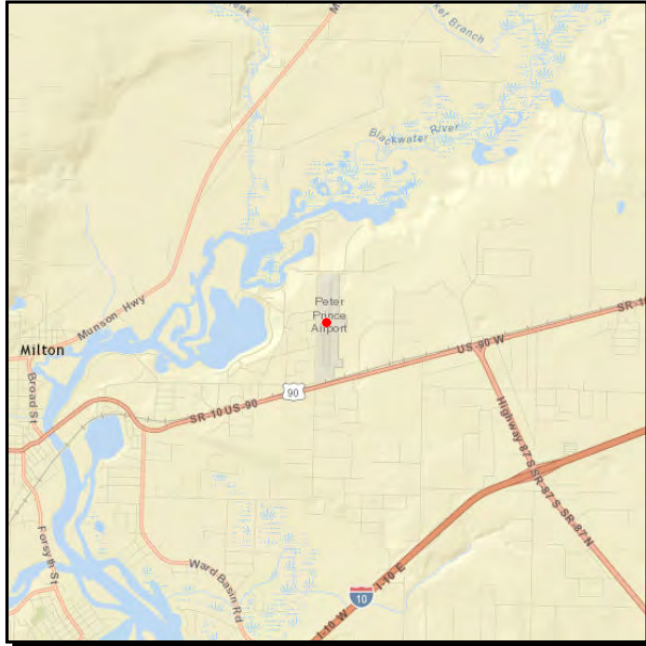
**Total Project Cost:** 1,066,667

**Project Description:** TPO Pensacola International Airport Project Priority #1 in 2017.  
Pensacola International Airport Commerce Park Improvements Phase II.

4222942

PETER PRINCE FIELD

Non-SIS



**Work Summary:** AVIATION CAPACITY PROJECT

**From:**

**To:** CONSTRUCT EAST TAXIWAY

**Lead Agency:** Santa Rosa

**LRTP #:** Final Report p.117-131

Phase	Fund Source	2015/16	2016/17	2017/18	2018/19	2019/20	Total
CAP	DPTO	111,696	0	0	0	0	111,696
CAP	DDR	115,504	0	0	0	0	115,504
CAP	LF	56,800	0	0	0	0	56,800
<b>Total</b>		<b>284,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>284,000</b>

**Prior Cost < 2015/16:** 0

**Future Cost > 2019/20:** 0

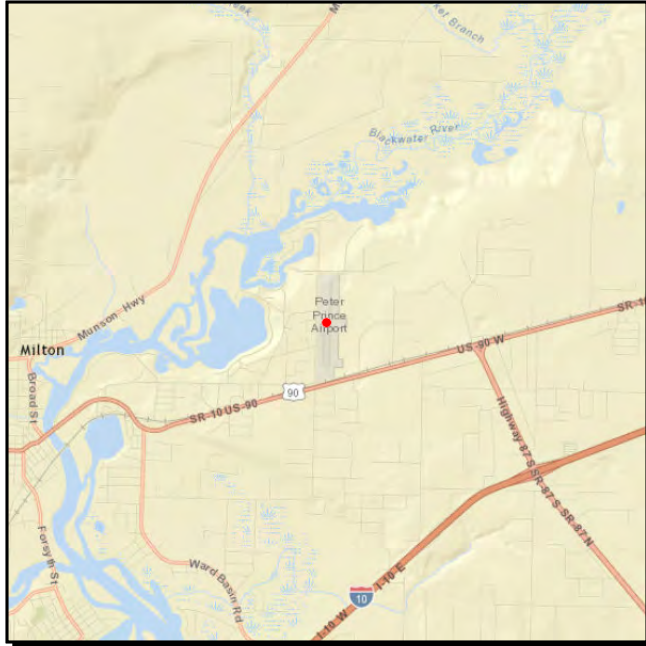
**Total Project Cost:** 284,000

**Project Description:** TPO Peter Prince Field Priority #1 in FY16.  
Construct east taxiway at Peter Prince Field.

4256333

PETER PRINCE FIELD

Non-SIS



**Work Summary:** AVIATION SAFETY PROJECT

**From:** REHAB & EXPAND EAST APRON TIE DOWN AREA

**To:**

**Lead Agency:** Santa Rosa

**LRTP #:** Final Report p. 117-131

Phase	Fund Source	2015/16	2016/17	2017/18	2018/19	2019/20	Total
CAP	DDR	0	0	281,964	0	0	281,964
CAP	LF	0	0	70,491	0	0	70,491
<b>Total</b>		<b>0</b>	<b>0</b>	<b>352,455</b>	<b>0</b>	<b>0</b>	<b>352,455</b>

**Prior Cost < 2015/16:** 0

**Future Cost > 2019/20:** 0

**Total Project Cost:** 352,455

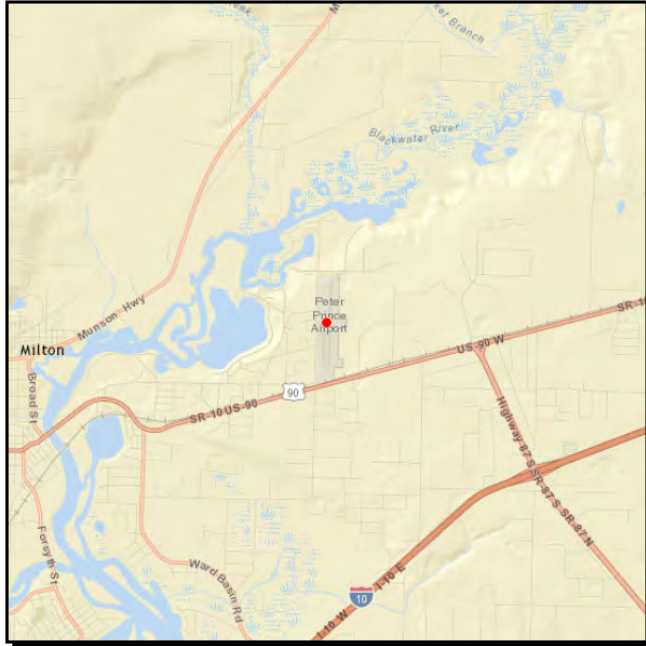
**Project Description:** TPO Peter Prince Field Project Priority #1 in FY 2018.  
Rehab & expand east apron tie-down area at Peter Prince Field.



4256334

PETER PRINCE FIELD

Non-SIS



**Work Summary:** AVIATION  
PRESERVATION

**From:**

**To:** CONSTRUCT ACCESS TAXIWAY

**Lead Agency:** Santa Rosa

**LRTP #:** Final Report p. 117-131

Phase	Fund Source	2015/16	2016/17	2017/18	2018/19	2019/20	Total
CAP	DPTO	0	0	0	39,000	0	39,000
CAP	LF	0	0	0	39,000	0	39,000
CAP	FAA	0	0	0	702,000	0	702,000
<b>Total</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>780,000</b>	<b>0</b>	<b>780,000</b>

**Prior Cost < 2015/16:** 0

**Future Cost > 2019/20:** 0

**Total Project Cost:** 780,000

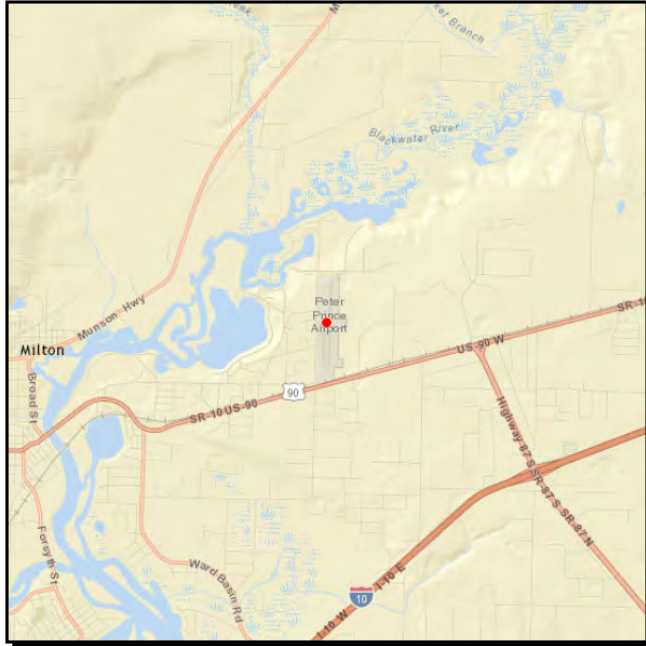
**Project Description:** TPO Peter Prince Field Project Priority #1 in FY19.  
Construct 3 new east apron t-hanger taxiways at Peter Prince Field.



4256335

PETER PRINCE FIELD

Non-SIS



Work Summary: AVIATION

From:

To: Construct Parking Area

Lead Agency: Santa Rosa

LRTP #: Final Report p. 117-131

Phase	Fund Source	2015/16	2016/17	2017/18	2018/19	2019/20	Total
CAP	DDR	0	0	0	54,000	0	54,000
CAP	LF	0	0	0	13,600	0	13,600
<b>Total</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>67,600</b>	<b>0</b>	<b>67,600</b>

Prior Cost < 2015/16: 0

Future Cost > 2019/20: 0

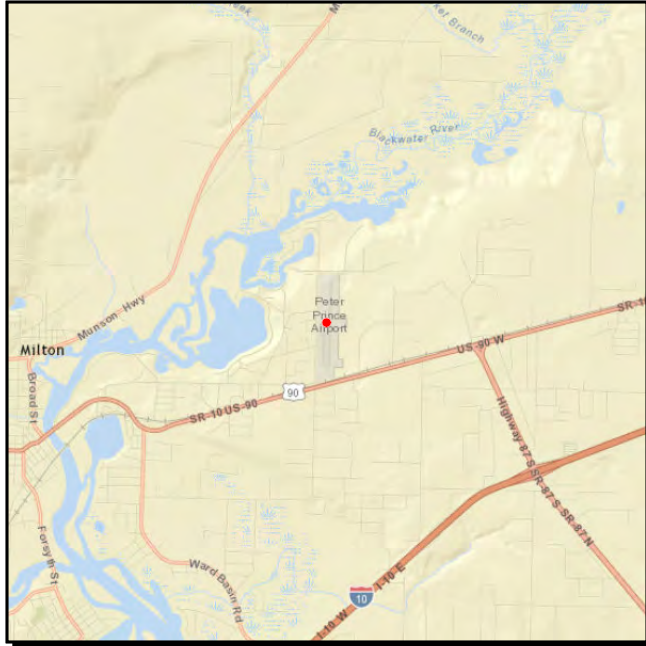
Total Project Cost: 67,600

Project Description: TPO Peter Prince Field Project Priority #2 in FY19.  
Construct Parking Area adjacent to existing east apron at Peter Prince Field.

4256336

PETER PRINCE FIELD

Non-SIS



**Work Summary:** AVIATION

**From:** CONSTRUCT E SIDE MULTI UNIT T-HANGAR AND APRON

**To:**

**Lead Agency:** Santa Rosa

**LRTP #:** Final Report p. 117-131

Phase	Fund Source	2015/16	2016/17	2017/18	2018/19	2019/20	Total
CAP	DDR	0	0	0	0	600,000	600,000
CAP	LF	0	0	0	0	150,000	150,000
<b>Total</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>750,000</b>	<b>750,000</b>

**Prior Cost < 2015/16:** 0

**Future Cost > 2019/20:** 0

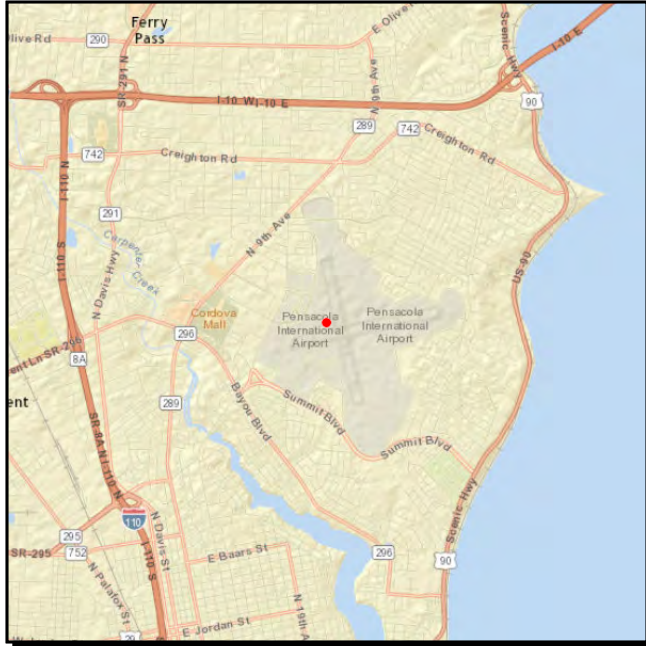
**Total Project Cost:** 750,000

**Project Description:** TPO Peter Prince Field Project Priority #1 in FY 20.  
Construct E. side multi-unit T-hangar and Apron at Peter Prince Field.

4296092

PENSACOLA INTERNATIONAL AIRPORT

Non-SIS



**Work Summary:** AVIATION CAPACITY PROJECT

**From:** AIRPORT

**To:** COMMERCE PARK IMPROVEMENTS

**Lead Agency:** City of Pensacola

**LRTP #:** Final Report p. 117-131

Phase	Fund Source	2015/16	2016/17	2017/18	2018/19	2019/20	Total
CAP	GMR	0	0	1,500,000	0	0	1,500,000
CAP	LF	0	0	1,500,000	0	0	1,500,000
<b>Total</b>		<b>0</b>	<b>0</b>	<b>3,000,000</b>	<b>0</b>	<b>0</b>	<b>3,000,000</b>

**Prior Cost < 2015/16:** 0

**Future Cost > 2019/20:** 0

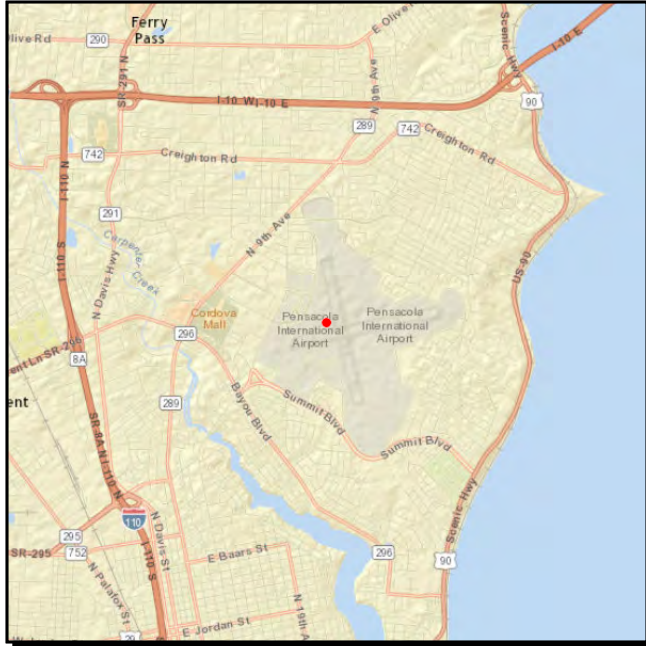
**Total Project Cost:** 3,000,000

**Project Description:** TPO Pensacola International Airport Project Priority #1 in 2018  
TPO Pensacola International Airport Commerce Park Improvements Phase II.

4296093

PENSACOLA INTERNATIONAL AIRPORT

Non-SIS



**Work Summary:** AVIATION CAPACITY PROJECT

**From:** AIRPORT

**To:** DESIGN AND CONSTRUCT ACCESS TAXIWAY

**Lead Agency:** City of Pensacola

**LRTP #:** Final Report p. 117-131

Phase	Fund Source	2015/16	2016/17	2017/18	2018/19	2019/20	Total
CAP	GMR	0	0	175,500	0	0	175,500
CAP	DDR	0	0	499,805	0	0	499,805
CAP	LF	0	0	675,305	0	0	675,305
<b>Total</b>		<b>0</b>	<b>0</b>	<b>1,350,610</b>	<b>0</b>	<b>0</b>	<b>1,350,610</b>

**Prior Cost < 2015/16:** 0

**Future Cost > 2019/20:** 0

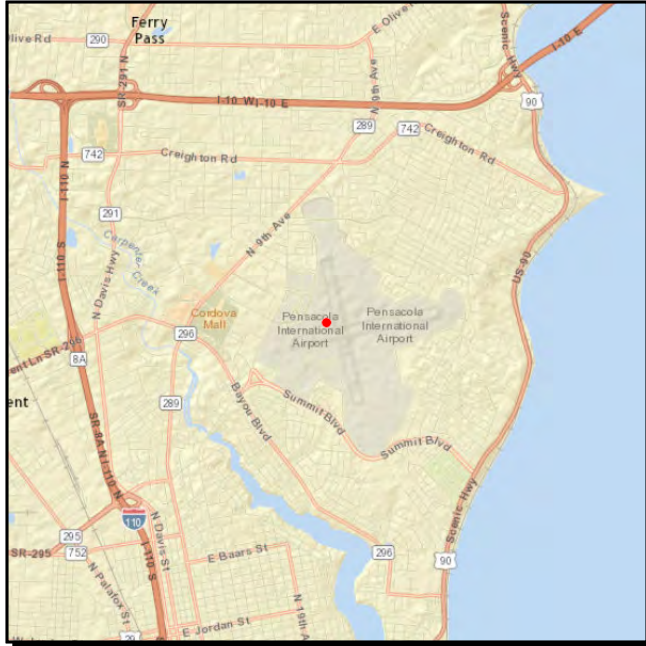
**Total Project Cost:** 1,350,610

**Project Description:** TPO Pensacola International Airport Project Priority #3 in 2018. Design and Construct taxiway to the southwest.

4296094

PENSACOLA INTERNATIONAL AIRPORT

Non-SIS



**Work Summary:** AVIATION CAPACITY PROJECT

**From:** AIRPORT

**To:** CONSTRUCT PARALLEL TAXIWAY

**Lead Agency:** City of Pensacola

**LRTP #:** Final Report p. 117-131

Phase	Fund Source	2015/16	2016/17	2017/18	2018/19	2019/20	Total
CAP	GMR	0	0	0	750,000	0	750,000
CAP	LF	0	0	0	750,000	0	750,000
CAP	FAA	0	0	0	13,500,000	0	13,500,000
<b>Total</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>15,000,000</b>	<b>0</b>	<b>15,000,000</b>

**Prior Cost < 2015/16:** 0

**Future Cost > 2019/20:** 0

**Total Project Cost:** 15,000,000

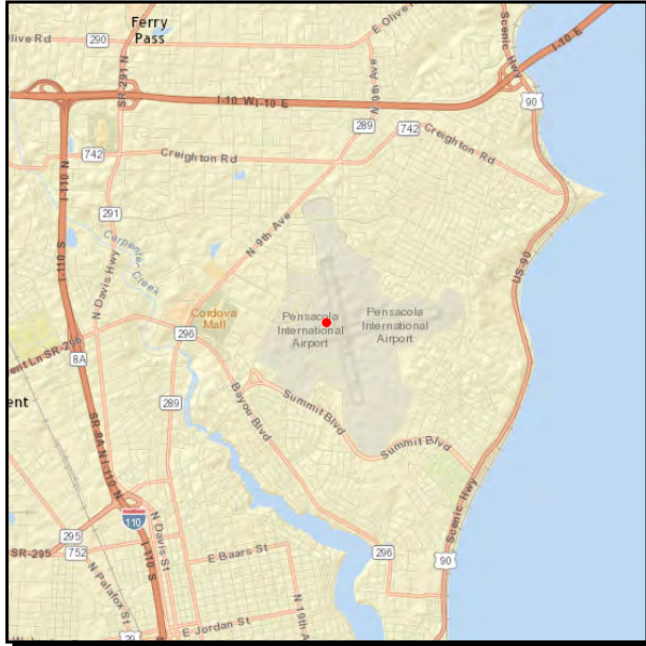
**Project Description:** TPO Pensacola International Airport Project Priority #3 in 2019. Construct Parallel Taxiway.



4296095

PENSACOLA INTERNATIONAL AIRPORT

Non-SIS



**Work Summary:** AVIATION CAPACITY PROJECT

**From:** AIRPORT

**To:** RUNWAY 17/35 EXTENSION-CONSTRUCTION

**Lead Agency:** City of Pensacola

**LRTP #:** Final Report p. 117-131

Phase	Fund Source	2015/16	2016/17	2017/18	2018/19	2019/20	Total
CAP	GMR	0	0	0	750,000	0	750,000
CAP	LF	0	0	0	750,000	0	750,000
CAP	FAA	0	0	0	13,500,000	0	13,500,000
<b>Total</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>15,000,000</b>	<b>0</b>	<b>15,000,000</b>

**Prior Cost < 2015/16:** 0

**Future Cost > 2019/20:** 0

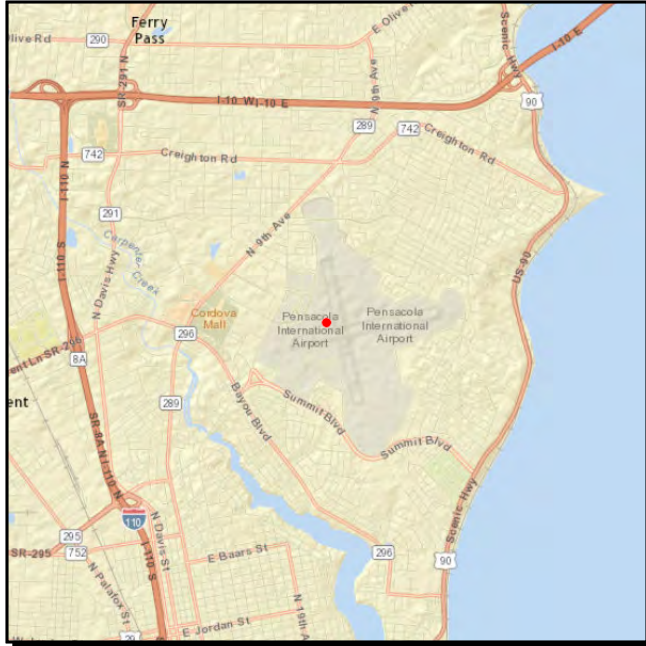
**Total Project Cost:** 15,000,000

**Project Description:** TPO Pensacola International Airport Project Priority #2 in 2020. Construct Runway 17/35 Extension.

4336023

PENSACOLA INTERNATIONAL AIRPORT

Non-SIS



Work Summary: AVIATION

From: AIRPORT

To: ACQUIRE LAND COMMERCE PARK PHASE III

Lead Agency: City of Pensacola

LRTP #: Final Report p. 117-131

Phase	Fund Source	2015/16	2016/17	2017/18	2018/19	2019/20	Total
CAP	DPTO	0	0	0	1,100,000	0	1,100,000
CAP	LF	0	0	0	366,666	0	366,666
<b>Total</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>1,466,666</b>	<b>0</b>	<b>1,466,666</b>

Prior Cost < 2015/16: 0

Future Cost > 2019/20: 0

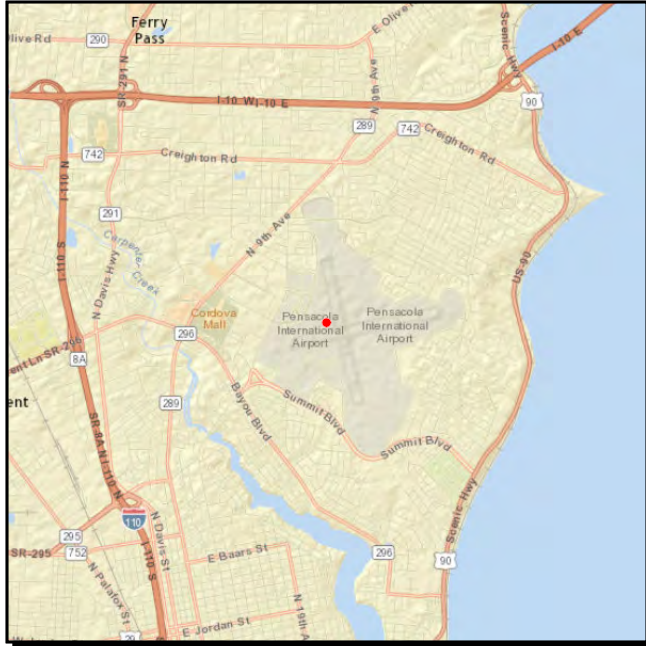
Total Project Cost: 1,466,666

Project Description: TPO Pensacola International Airport Project Priority #1 in 2019.  
Pensacola International Airport Commerce Park Acquisitions Phase III.

4357172

PENSACOLA INTERNATIONAL AIRPORT

Non-SIS



**Work Summary:** AVIATION PRESERVATION

**From:** AIRPORT

**To:** CONSTRUCT CARGO APRON EXPANSION

**Lead Agency:** City of Pensacola

**LRTP #:** Final Report p. 117-131

Phase	Fund Source	2015/16	2016/17	2017/18	2018/19	2019/20	Total
CAP	GMR	1,531,546	0	0	0	0	1,531,546
CAP	LF	1,531,546	0	0	0	0	1,531,546
CAP	FAA	3,731,726	0	0	0	0	3,731,726
<b>Total</b>		<b>6,794,818</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>6,794,818</b>

**Prior Cost < 2015/16:** 0

**Future Cost > 2019/20:** 0

**Total Project Cost:** 6,794,818

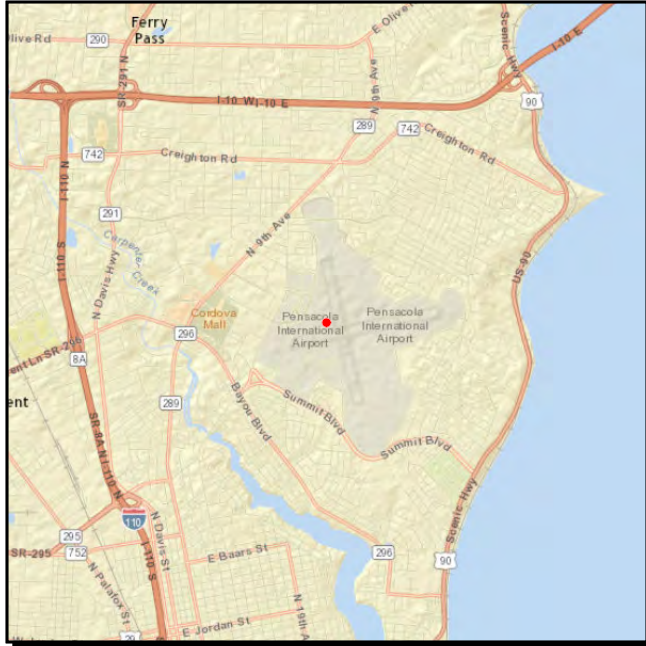
**Project Description:** TPO Pensacola International Airport Project Priority #3 in 2016.  
Pensacola International Airport Construct Cargo Apron Expansion.



4357173

PENSACOLA INTERNATIONAL AIRPORT

Non-SIS



**Work Summary:** AVIATION PRESERVATION

**From:** AIRPORT

**To:** ILS/GPS APPROACH FOR RUNWAY 17/35 EXT

**Lead Agency:** City of Pensacola

**LRTP #:** Final Report p. 117-131

Phase	Fund Source	2015/16	2016/17	2017/18	2018/19	2019/20	Total
CAP	DDR	0	0	0	0	50,000	50,000
CAP	LF	0	0	0	0	50,000	50,000
CAP	FAA	0	0	0	0	900,000	900,000
<b>Total</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1,000,000</b>	<b>1,000,000</b>

**Prior Cost < 2015/16:** 0

**Future Cost > 2019/20:** 0

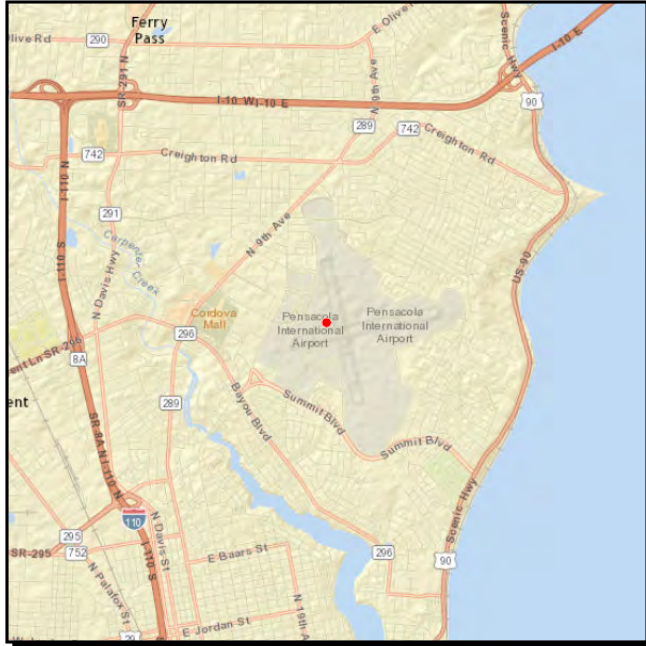
**Total Project Cost:** 1,000,000

**Project Description:** TPO Pensacola International Airport Project Priority #1 in 2020.  
Pensacola International Airport ILS/GPS Approach runway 17/35 Extension.

4357174

PENSACOLA INTERNATIONAL AIRPORT

Non-SIS



**Work Summary:** AVIATION CAPACITY PROJECT

**From:** AIRPORT

**To:** RUNWAY 17/35 EXTENSION

**Lead Agency:** City of Pensacola

**LRTP #:** Final Report p. 117-131

Phase	Fund Source	2015/16	2016/17	2017/18	2018/19	2019/20	Total
CAP	GMR	0	0	0	0	7,500,000	7,500,000
CAP	LF	0	0	0	0	7,500,000	7,500,000
<b>Total</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>15,000,000</b>	<b>15,000,000</b>

**Prior Cost < 2015/16:** 0

**Future Cost > 2019/20:** 0

**Total Project Cost:** 15,000,000

**Project Description:** TPO Pensacola International Airport Project Priority #2 in 2020.  
Pensacola International Airport construction of runway 17/35 Extension.

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## **Section 9 - Resurfacing**

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4246181

SR 173 BLUE ANGEL PW

Non-SIS



**Work Summary:** RESURFACING

**From:** N. Blue Angel Lane

**To:** SR 297 / Pine Forest Rd.

**Lead Agency:** FDOT

**Length:** 2.925 MI

**LRTP #:** Final Report p. 186

Phase	Fund Source	2015/16	2016/17	2017/18	2018/19	2019/20	Total
CST	DS	1,902,240	0	0	0	0	1,902,240
CST	DIH	20,163	0	0	0	0	20,163
CST	CM	133,034	0	0	0	0	133,034
CST	NHRE	199,035	0	0	0	0	199,035
<b>Total</b>		<b>2,254,472</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2,254,472</b>

**Prior Cost < 2015/16:** 493,437

**Future Cost > 2019/20:** 0

**Total Project Cost:** 2,747,909

**Project Description:** Resurfacing of SR 173 / Blue Angel Parkway from N. Blue Angel Lane to SR 294.

4269511

SR 727/SR 295 FAIRFIELD DR

Non-SIS



**Work Summary:** RESURFACING

**From:** SR 10A (US 90)

**To:** SR 292 N PACE BLVD

**Lead Agency:** FDOT

**Length:** 2.308 MI

**LRTP #:** Final Report p.186

Phase	Fund Source	2015/16	2016/17	2017/18	2018/19	2019/20	Total
CST	DIH	28,808	0	0	0	0	28,808
CST	DDR	600,028	0	0	0	0	600,028
CST	NHRE	1,710,290	0	0	0	0	1,710,290
<b>Total</b>		<b>2,339,126</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2,339,126</b>

**Prior Cost < 2015/16:** 529,760

**Future Cost > 2019/20:** 0

**Total Project Cost:** 2,868,886

**Project Description:** Resurfacing of SR 727 / SR 295 from SR 10A (US 90) to SR 292 / N Pace Boulevard.

4269531

SR 291 DAVIS HWY

Non-SIS



Work Summary: RESURFACING

From: N OF SR 295 FAIRFIELD

To: NORTH OF LANGLEY AVE

Lead Agency: FDOT

Length: 2.616 MI

LRTP #: Final Report p.186

Phase	Fund Source	2015/16	2016/17	2017/18	2018/19	2019/20	Total
CST	LF	25,901	0	0	0	0	25,901
CST	DS	1,489,608	0	0	0	0	1,489,608
CST	DIH	31,070	0	0	0	0	31,070
CST	SA	155,946	0	0	0	0	155,946
CST	DDR	340,513	0	0	0	0	340,513
CST	NHRE	710,496	0	0	0	0	710,496
<b>Total</b>		<b>2,753,534</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2,753,534</b>

Prior Cost < 2015/16: 589,913

Future Cost > 2019/20: 0

Total Project Cost: 3,343,447

Project Description: Resurfacing of SR 291 (Davis Highway) from N of SR 295 (Fairfield Drive) to North of Langley Ave.



4288461

SR 296 BAYOU BLVD

Non-SIS



**Work Summary:** RESURFACING  
**From:** BAISDEN ROAD  
**To:** SR 10A (US 90)  
**Lead Agency:** FDOT  
**Length:** 2.243 MI  
**LRTP #:** Final Report p.186

Phase	Fund Source	2015/16	2016/17	2017/18	2018/19	2019/20	Total
CST	DIH	17,733	0	0	0	0	17,733
CST	CM	130,967	0	0	0	0	130,967
CST	SA	1,638,121	0	0	0	0	1,638,121
<b>Total</b>		<b>1,786,821</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1,786,821</b>

**Prior Cost < 2015/16:** 611,713

**Future Cost > 2019/20:** 0

**Total Project Cost:** 2,398,534

**Project Description:** Resurfacing of SR 296 (Bayou Boulevard) from Baisden Road to SR 10A (US 90).

4288471

SR 742 CREIGHTON RD

Non-SIS



Work Summary: RESURFACING

From: E SR 291 DAVIS HWY

To: SR 10A (US 90) SCENIC HWY

Lead Agency: FDOT

Length: 4.252 MI

LRTP #: Final Report p. 186

Phase	Fund Source	2015/16	2016/17	2017/18	2018/19	2019/20	Total
CST	DS	0	559,568	0	0	0	559,568
CST	DIH	0	21,888	0	0	0	21,888
CST	DDR	0	3,497,303	0	0	0	3,497,303
<b>Total</b>		<b>0</b>	<b>4,078,759</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>4,078,759</b>

Prior Cost < 2015/16: 1,011,367

Future Cost > 2019/20: 0

Total Project Cost: 5,090,126

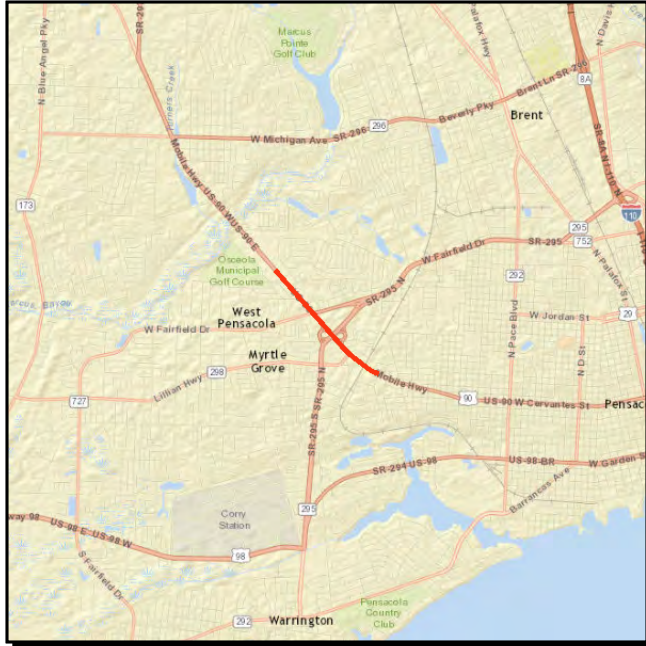
Project Description: Resurfacing of SR 742 (Creighton Road) from E. SR 291 (Davis Highway) to SR 10A (US 90-Scenic Highway).



4307851

SR 10A (US 90)

Non-SIS



Work Summary: RESURFACING

From: EDISON DRIVE

To: LYNCH STREET

Lead Agency: FDOT

Length: 1.601 MI

LRTP #: Final Report p.186

Phase	Fund Source	2015/16	2016/17	2017/18	2018/19	2019/20	Total
ROW	HSP	100,000	0	0	0	0	100,000
CST	DIH	22,981	0	0	0	0	22,981
CST	SA	124,233	0	0	0	0	124,233
CST	NHRE	1,552,918	0	0	0	0	1,552,918
CST	HSP	561,883	0	0	0	0	561,883
<b>Total</b>		<b>2,362,015</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2,362,015</b>

Prior Cost < 2015/16: 1,223,160

Future Cost > 2019/20: 0

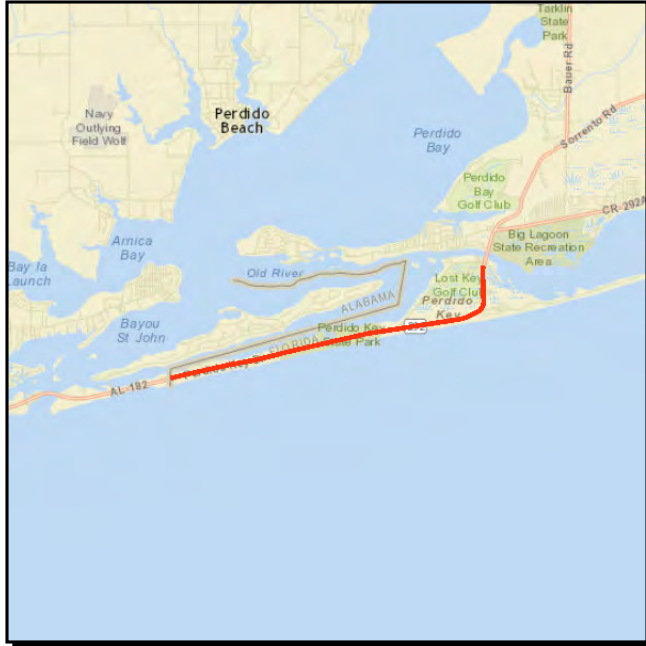
Total Project Cost: 3,585,175

Project Description: Resurfacing of SR 10A (US 90) from Edison Street to Lynch Street.

4307861

SR 292 PERDIDO KEY

Non-SIS



**Work Summary:** RESURFACING  
**From:** ALABAMA STATE LINE  
**To:** ICWW BRIDGE  
**Lead Agency:** FDOT  
**Length:** 6.306 MI  
**LRTP #:** Final Report p.186

Phase	Fund Source	2015/16	2016/17	2017/18	2018/19	2019/20	Total
CST	LF	0	12,499	0	0	0	12,499
CST	DIH	0	38,241	0	0	0	38,241
CST	DDR	0	2,814,582	0	0	0	2,814,582
<b>Total</b>		<b>0</b>	<b>2,865,322</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2,865,322</b>

**Prior Cost < 2015/16:** 718,098

**Future Cost > 2019/20:** 0

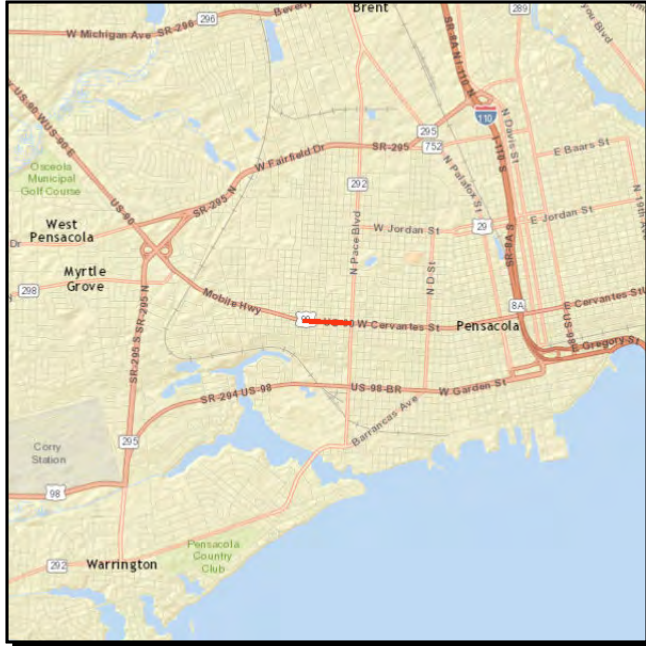
**Total Project Cost:** 3,583,420

**Project Description:** Resurfacing of SR 292 / Perdido Key from the AL State Line to the ICWW Bridge.

4325391

SR 10A (US 90)

Non-SIS



Work Summary: RESURFACING

From: V STREET

To: SR 292 PACE BLVD

Lead Agency: FDOT

Length: .453 MI

LRTP #: Final Report p. 186

Phase	Fund Source	2015/16	2016/17	2017/18	2018/19	2019/20	Total
CST	DS	43,698	0	0	0	0	43,698
CST	DIH	5,233	0	0	0	0	5,233
CST	NHRE	364,149	0	0	0	0	364,149
<b>Total</b>		<b>413,080</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>413,080</b>

Prior Cost < 2015/16: 265,013

Future Cost > 2019/20: 0

Total Project Cost: 678,093

Project Description: Resurfacing of SR 10 A (US 90) from V Street to SR 292 Pace Blvd.

4325551

SR 4

Non-SIS



**Work Summary:** RESURFACING

**From:** SR 95 (US 29)

**To:** ESCAMBIA RIVER BRIDGE

**Lead Agency:** FDOT

**Length:** 1.437 MI

**LRTP #:** Final Report p. 186

Phase	Fund Source	2015/16	2016/17	2017/18	2018/19	2019/20	Total
RRU	DDR	200,314	0	0	0	0	200,314
CST	DIH	0	22,346	0	0	0	22,346
CST	DDR	0	937,901	0	0	0	937,901
<b>Total</b>		<b>200,314</b>	<b>960,247</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1,160,561</b>

**Prior Cost < 2015/16:** 316,886

**Future Cost > 2019/20:** 0

**Total Project Cost:** 1,477,447

**Project Description:** This project is NOT within the TPO planning area. Project is included for Rural Work Program reference. Resurfacing of SR 4 from SR 95 (US 29) to Escambia River Bridge.

4325621

## SR 750 AIRPORT BLVD

SIS



Work Summary: RESURFACING

From: SR 291 DAVIS HWY

Lead Agency: FDOT

To: SR 289 9TH AVE

Length: 1.071 MI

LRTP #: Final Report p. 186

Phase	Fund Source	2015/16	2016/17	2017/18	2018/19	2019/20	Total
PE	DIH	32,084	0	0	0	0	32,084
PE	DDR	278,520	0	0	0	0	278,520
ROW	DIH	0	10,000	0	0	0	10,000
ROW	DDR	0	187,400	0	0	0	187,400
CST	DIH	0	0	27,336	0	0	27,336
CST	CM	0	0	273,362	0	0	273,362
CST	SA	0	0	1,608,014	0	0	1,608,014
<b>Total</b>		<b>310,604</b>	<b>197,400</b>	<b>1,908,712</b>	<b>0</b>	<b>0</b>	<b>2,416,716</b>

Prior Cost &lt; 2015/16: 3,000

Future Cost &gt; 2019/20: 0

Total Project Cost: 2,419,716

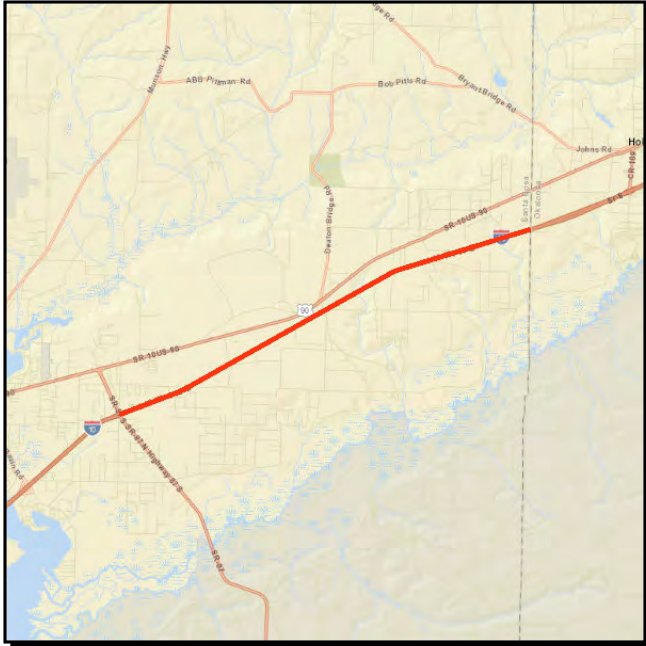
Project Description: Resurfacing of SR 750 (Airport Boulevard) from SR 291 (Davis Highway) to SR 289 (9th Avenue).



4327361

SR 8 (I-10)

SIS



Work Summary: RESURFACING

From: EAST OF SR 87

To: OKALOOSA COUNTY LINE

Lead Agency: FDOT

Length: 10.673 MI

LRTP #: Final Report p. 186

Phase	Fund Source	2015/16	2016/17	2017/18	2018/19	2019/20	Total
CST	DIH	230,549	0	0	0	0	230,549
CST	ACNP	12,928,719	0	0	0	0	12,928,719
<b>Total</b>		<b>13,159,268</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>13,159,268</b>

Prior Cost < 2015/16: 720,858

Future Cost > 2019/20: 0

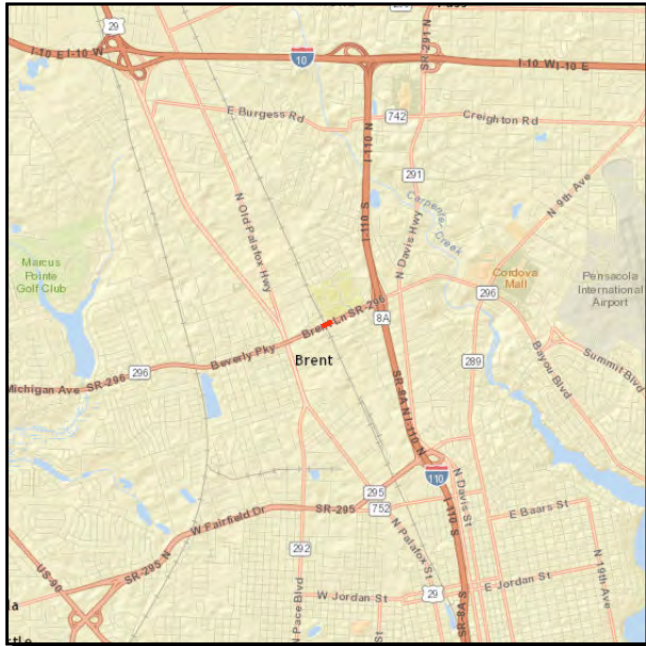
Total Project Cost: 13,880,126

Project Description: Resurfacing of SR 8 (I-10) from east of SR 87 to the Okaloosa County Line.

4346061

SR 296 BRENT LANE

Non-SIS



**Work Summary:** RESURFACING

**From:** FRONTAGE ROADS

**To:** AT R/R BR / SYCAMORE DR

**Lead Agency:** FDOT

**Length:** .650 MI

**LRTP #:** Final Report p. 186

Phase	Fund Source	2015/16	2016/17	2017/18	2018/19	2019/20	Total
CST	DIH	0	7,382	0	0	0	7,382
CST	DDR	0	336,775	0	0	0	336,775
<b>Total</b>		<b>0</b>	<b>344,157</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>344,157</b>

**Prior Cost < 2015/16:** 170,981

**Future Cost > 2019/20:** 0

**Total Project Cost:** 515,138

**Project Description:** Resurfacing of SR 296 (Brent Lane) Frontages at R/R Bridge/Sycamore Drive.

4346111

SR 95 (US 29)

SIS



**Work Summary:** RESURFACING

**From:** N OF SR 10 (US 90)

**To:** S OF CR 184

**Lead Agency:** FDOT

**Length:** 5.593 MI

**LRTP #:** Final Report p. 186

Phase	Fund Source	2015/16	2016/17	2017/18	2018/19	2019/20	Total
CST	DIH	0	67,724	0	0	0	67,724
CST	SA	0	699,810	0	0	0	699,810
CST	NHRE	0	4,373,810	0	0	0	4,373,810
<b>Total</b>		<b>0</b>	<b>5,141,344</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>5,141,344</b>

**Prior Cost < 2015/16:** 92,032

**Future Cost > 2019/20:** 0

**Total Project Cost:** 5,233,376

**Project Description:** Resurfacing of SR 95 (US 29) from N. of SR 10 (US 90-Nine Mile Road) to S. of CR 184.



4346681

SR 399 AND SR 30 (US 98) RAMPS RESURFACING

Non-SIS



**Work Summary:** RESURFACING  
**From:** SR 399  
**To:** @SR 30 (US 98)  
**Lead Agency:** FDOT  
**Length:** .669 MI  
**LRTP #:** Final Report p. 186

Phase	Fund Source	2015/16	2016/17	2017/18	2018/19	2019/20	Total
CST	DIH	0	13,847	0	0	0	13,847
CST	DDR	0	557,626	0	0	0	557,626
<b>Total</b>		<b>0</b>	<b>571,473</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>571,473</b>

**Prior Cost < 2015/16:** 238,064

**Future Cost > 2019/20:** 0

**Total Project Cost:** 809,537

**Project Description:** Resurfacing of SR 399 and SR 30 (US 98) Ramps.

4362711

SR 30 (US98) E CHASE ST

Non-SIS



Work Summary: RESURFACING

From: SR 289 N 9TH AVE

To: SR 196 BAYFRONT PKWY

Lead Agency: FDOT

Length: .335 MI

LRTP #: Final Report p. 186

Phase	Fund Source	2015/16	2016/17	2017/18	2018/19	2019/20	Total
PE	DIH	26,684	0	0	0	0	26,684
CST	DIH	0	0	5,822	0	0	5,822
CST	CM	0	0	58,223	0	0	58,223
CST	NHRE	0	0	253,141	0	0	253,141
<b>Total</b>		<b>26,684</b>	<b>0</b>	<b>317,186</b>	<b>0</b>	<b>0</b>	<b>343,870</b>

Prior Cost < 2015/16: 6,000

Future Cost > 2019/20: 0

Total Project Cost: 349,870

Project Description: Resurfacing of SR 30 (US 98) E. Chase Street from SR 289 (N. 9th Avenue) to SR 196 (Bayfront Parkway).

4362721

SR30/298 (US 98) LILLIAN HWY

Non-SIS



**Work Summary:** RESURFACING

**From:** PERDIDO BAY BR

**To:** CR 297 DOG TRACK RD

**Lead Agency:** FDOT

**Length:** 3.402 MI

**LRTP #:** Final Report p. 186

Phase	Fund Source	2015/16	2016/17	2017/18	2018/19	2019/20	Total
PE	DIH	54,476	0	0	0	0	54,476
CST	DIH	0	0	28,854	0	0	28,854
CST	CM	0	0	288,538	0	0	288,538
CST	SA	0	0	1,697,282	0	0	1,697,282
<b>Total</b>		<b>54,476</b>	<b>0</b>	<b>2,014,674</b>	<b>0</b>	<b>0</b>	<b>2,069,150</b>

**Prior Cost < 2015/16:** 1,000

**Future Cost > 2019/20:** 0

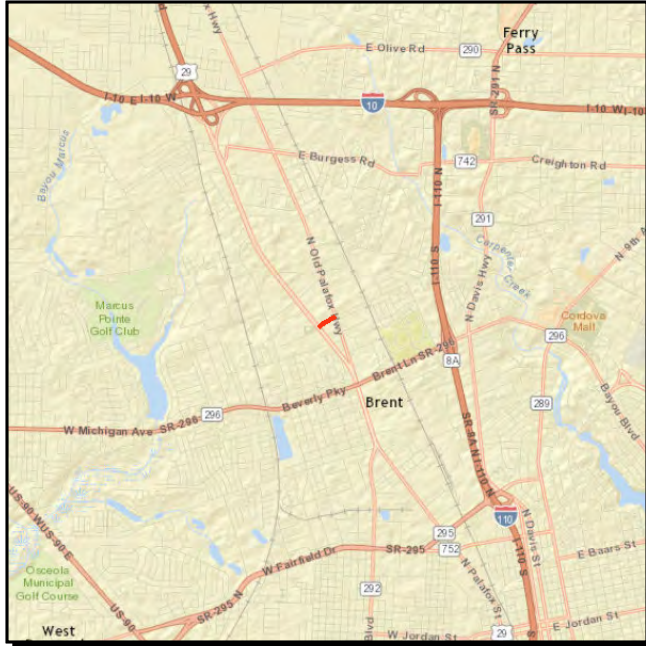
**Total Project Cost:** 2,070,150

**Project Description:** Resurfacing of SR 30/298 (US 98) Lillian Highway from Perdido Bay Bridge to CR 297 (Dog Track Road).

4362741

SR 750 AIRPORT BOULEVARD

Non-SIS



**Work Summary:** RESURFACING

**From:** SR 95 (US 29)

**To:** CR 95A N PALAFOX STREET

**Lead Agency:** FDOT

**Length:** .187 MI

**LRTP #:** Final Report p. 186

Phase	Fund Source	2015/16	2016/17	2017/18	2018/19	2019/20	Total
CST	DIH	5,661	0	0	0	0	5,661
CST	DDR	280,076	0	0	0	0	280,076
<b>Total</b>		<b>285,737</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>285,737</b>

**Prior Cost < 2015/16:** 27,800

**Future Cost > 2019/20:** 0

**Total Project Cost:** 313,537

**Project Description:** Resurfacing of SR 750 (Airport Boulevard) from SR 95 (US 29) to CR 95A (N. Palafox Street).

## **Appendix A**

### **Full Project Costs**

Effective Date: 03/04/2015

Florida Department of Transportation

Run: 03/09/2015 09.14.05

5 Year TIP

[View 5 Year TIP Phase Grouping Crosswalk](#)

FLORIDA-ALABAMA TPO

Fund	<2016	2016	2017	2018	2019	2020	>2020	All Years
HIGHWAYS								
Item Number: 000154 1	Project Description: TOLL OPERATIONS CR 399 BOB SIKES BRIDGE INSURANCE							*NON-SIS*
District: 03	County: ESCAMBIA	Type of Work: TOLL PLAZA				Project Length:		.753
OPERATIONS / MANAGED BY FDOT								
D -UNRESTRICTED STATE PRIMARY	695,530	40,000	40,000	40,000	40,000	42,000	0	897,530
TOL0 -TOLL MAINTENANCE	11,019	0	0	0	0	0	0	11,019
Item 000154 1 Totals:	706,549	40,000	40,000	40,000	40,000	42,000	0	908,549
Project Total:	706,549	40,000	40,000	40,000	40,000	42,000	0	908,549

Fund	<2016	2016	2017	2018	2019	2020	>2020	All Years
Item Number: 218429 1      Project Description: SR 742 BURGESS ROAD FROM SR 95 (US 29) TO HILBURN ROAD      *SIS*								
District: 03	County: ESCAMBIA	Type of Work: RIGHT OF WAY - FUTURE CAPACITY				Project Length:		1.936
PRELIMINARY ENGINEERING / MANAGED BY FDOT								
DDR -DISTRICT DEDICATED REVENUE	1,104,797	0	0	0	0	0	0	1,104,797
DIH -STATE IN-HOUSE PRODUCT SUPPORT	95,198	0	0	0	0	0	0	95,198
DS -STATE PRIMARY HIGHWAYS & PTO	1,078,261	0	0	0	0	0	0	1,078,261
LF -LOCAL FUNDS	318,755	0	0	0	0	0	0	318,755
RIGHT OF WAY / MANAGED BY FDOT								
BNCA -BOND - CONTROLLED ACCESS	463,413	0	0	0	0	0	0	463,413
BNDS -BOND - STATE	975	0	0	0	0	0	0	975
DI -ST. - S/W INTER/INTRASTATE HWY	628,680	0	0	0	0	0	0	628,680
DIH -STATE IN-HOUSE PRODUCT SUPPORT	130,539	0	0	0	0	0	0	130,539
LF -LOCAL FUNDS	0	0	0	1,000,000	0	0	0	1,000,000

ENVIRONMENTAL / MANAGED BY FDOT								
DEM-ENVIRONMENTAL MITIGATION	222,864	0	0	0	0	0	0	222,864
Item 218429 1 Totals:	4,043,482	0	0	1,000,000	0	0	0	5,043,482
Item Number: 218451 1      Project Description: SR 742(CREIGHTON RD) FROM SR 291 (DAVIS HWY.) TO SR 289 (NINTH AVE.)      *NON-SIS*								
District: 03	County: ESCAMBIA	Type of Work: ADD LANES & RECONSTRUCT				Project Length:		2.716
RIGHT OF WAY / MANAGED BY FDOT								
-TOTAL OUTSIDE YEARS	144	0	0	0	0	0	0	144
CONSTRUCTION / MANAGED BY FDOT								
-TOTAL OUTSIDE YEARS	689,268	0	0	0	0	0	0	689,268
Item 218451 1 Totals:	689,412	0	0	0	0	0	0	689,412
Project Total:	4,732,894	0	0	1,000,000	0	0	0	5,732,894

Fund	<2016	2016	2017	2018	2019	2020	>2020	All Years
Item Number: 218493 2      Project Description: SR 292 GULF BEACH HWY FROM SR 727 S FAIRFIELD DR TO SR 295 NAVY BLVD      *NON-SIS*								
District: 03	County: ESCAMBIA	Type of Work: PD&E/EMO STUDY			Project Length:			1.892
P D & E / MANAGED BY FDOT								
SU -STP, URBAN AREAS > 200K	0	0	0	793,940	0	0	0	793,940
Item 218493 2 Totals:	0	0	0	793,940	0	0	0	793,940
Item Number: 218493 3      Project Description: SR 292 SORRENTO RD/GULF BCH HWY FROM SR 173 BLUE ANGEL PKWY TO SR 727      *NON-SIS*								
District: 03	County: ESCAMBIA	Type of Work: PD&E/EMO STUDY			Project Length:			3.324
P D & E / MANAGED BY FDOT								
SU -STP, URBAN AREAS > 200K	0	0	0	0	1,657,349	0	0	1,657,349
Item 218493 3 Totals:	0	0	0	0	1,657,349	0	0	1,657,349
Project Total:	0	0	0	793,940	1,657,349	0	0	2,451,289

Fund	<2016	2016	2017	2018	2019	2020	>2020	All Years
Item Number: 218605 1      Project Description: SR 10 (US 90A) 9 MILE ROAD FROM SR 8 (I-10) TO UNIVERSITY PARKWAY      *NON-SIS*								
District: 03      County: ESCAMBIA      Type of Work: PRELIMINARY ENGINEERING      Project Length:	12.492							
PRELIMINARY ENGINEERING / MANAGED BY FDOT								
-TOTAL OUTSIDE YEARS	1,394,705	0	0	0	0	0	0	1,394,705
Item 218605 1 Totals:	1,394,705	0	0	0	0	0	0	1,394,705

Item Number: 218605 2		Project Description: SR 10 (US 90A) 9 MILE ROAD FROM SR 297 PINE FOREST TO SR 95 (US 29)		*NON-SIS*				
District: 03	County: ESCAMBIA	Type of Work: PRELIMINARY ENGINEERING				Project Length:		2.161
P D & E / MANAGED BY FDOT								
-TOTAL OUTSIDE YEARS	650,000	0	0	0	0	0	0	650,000
PRELIMINARY ENGINEERING / MANAGED BY FDOT								
-TOTAL OUTSIDE YEARS	2,405,935	0	0	0	0	0	0	2,405,935
Item 218605 2 Totals:	3,055,935	0	0	0	0	0	0	3,055,935
Item Number: 218605 3		Project Description: SR 10 (US 90A) 9 MILE ROAD FROM SR 297 PINE FOREST TO SR 95 (US 29)		*NON-SIS*				
District: 03	County: ESCAMBIA	Type of Work: ADD LANES & RECONSTRUCT				Project Length:		2.161
RIGHT OF WAY / MANAGED BY FDOT								
CM -CONGESTION MITIGATION - AQ	0	397,687	0	0	0	0	0	397,687
DIH -STATE IN-HOUSE PRODUCT SUPPORT	30,000	20,000	0	0	0	0	0	50,000
SA -STP, ANY AREA	1,000,000	602,313	0	0	0	0	0	1,602,313
SU -STP, URBAN AREAS > 200K	115,000	40,000	0	0	0	0	0	155,000
CONSTRUCTION / MANAGED BY FDOT								
DDR -DISTRICT DEDICATED REVENUE	0	1,433,315	0	0	0	0	0	1,433,315
DI -ST. - S/W INTER/INTRASTATE HWY	0	11,944,293	0	0	0	0	0	11,944,293
DIH -STATE IN-HOUSE PRODUCT SUPPORT	0	207,774	0	0	0	0	0	207,774
ENVIRONMENTAL / MANAGED BY FDOT								
DDR -DISTRICT DEDICATED REVENUE	55,716	0	0	0	0	0	0	55,716
Item 218605 3 Totals:	1,200,716	14,645,382	0	0	0	0	0	15,846,098
Item Number: 218605 4		Project Description: SR 10 (US 90A) 9 MILE RD FROM SR 10A (US 90) TO SR 297 PINE FOREST RD		*NON-SIS*				
District: 03	County: ESCAMBIA	Type of Work: PD&E/EMO STUDY				Project Length:		6.299
P D & E / MANAGED BY FDOT								
-TOTAL OUTSIDE YEARS	2,453,734	0	0	0	0	0	0	2,453,734
Item 218605 4 Totals:	2,453,734	0	0	0	0	0	0	2,453,734
Item Number: 218605 5		Project Description: SR 10 (US 90A) 9 MILE ROAD FROM SR 10A (US 90) TO CR 99 BEULAH ROAD		*NON-SIS*				
District: 03	County: ESCAMBIA	Type of Work: PRELIM ENG FOR FUTURE CAPACITY				Project Length:		1.797
PRELIMINARY ENGINEERING / MANAGED BY FDOT								
SU -STP, URBAN AREAS > 200K	0	0	1,095,848	769,962	0	0	0	1,865,810
Item 218605 5 Totals:	0	0	1,095,848	769,962	0	0	0	1,865,810



Item Number: 218605 6		Project Description: SR 10 (US 90A) 9 MILE ROAD FROM CR 99 BEULAH ROAD TO SR 8 (I-10)						*NON-SIS*
District: 03	County: ESCAMBIA	Type of Work: ADD LANES & RECONSTRUCT				Project Length:	3.201	
PRELIMINARY ENGINEERING / MANAGED BY FDOT								
DDR-DISTRICT DEDICATED REVENUE	0	300,000	0	0	0	0	0	300,000
DIH-STATE IN-HOUSE PRODUCT SUPPORT	23,769	31,192	0	0	0	0	0	54,961
RIGHT OF WAY / MANAGED BY FDOT								
DDR-DISTRICT DEDICATED REVENUE	1,477,300	500,000	0	0	0	0	0	1,977,300
DIH-STATE IN-HOUSE PRODUCT SUPPORT	30,000	20,000	0	0	0	0	0	50,000
ENVIRONMENTAL / MANAGED BY FDOT								
DDR-DISTRICT DEDICATED REVENUE	0	113,135	0	0	0	0	0	113,135
DESIGN BUILD / MANAGED BY FDOT								
DDR-DISTRICT DEDICATED REVENUE	0	22,556,380	0	0	0	0	0	22,556,380
DIH-STATE IN-HOUSE PRODUCT SUPPORT	0	240,982	0	0	0	0	0	240,982
Item 218605 6 Totals:		1,531,069	23,761,689	0	0	0	0	25,292,758

Item Number: 218605 7		Project Description: SR 10 (US 90A) 9 MILE ROAD FROM SR 8 (I-10) TO SR 297 PINE FOREST RD						*NON-SIS*
District: 03	County: ESCAMBIA	Type of Work: ADD LANES & RECONSTRUCT				Project Length:	.816	
PRELIMINARY ENGINEERING / MANAGED BY FDOT								
DIH-STATE IN-HOUSE PRODUCT SUPPORT	6,503	0	0	0	0	0	0	6,503
RIGHT OF WAY / MANAGED BY FDOT								
DDR-DISTRICT DEDICATED REVENUE	561,760	490,000	0	0	0	0	0	1,051,760
DIH-STATE IN-HOUSE PRODUCT SUPPORT	30,000	20,000	0	0	0	0	0	50,000
ENVIRONMENTAL / MANAGED BY FDOT								
DDR-DISTRICT DEDICATED REVENUE	0	135,135	0	0	0	0	0	135,135
DESIGN BUILD / MANAGED BY FDOT								
DIH-STATE IN-HOUSE PRODUCT SUPPORT	0	116,667	0	0	0	0	0	116,667
DS-STATE PRIMARY HIGHWAYS & PTO	0	7,634,839	0	0	0	0	0	7,634,839
Item 218605 7 Totals:		598,263	8,396,641	0	0	0	0	8,994,904
Project Total:		10,234,422	46,803,712	1,095,848	769,962	0	0	58,903,944

Fund	<2016	2016	2017	2018	2019	2020	>2020	All Years
Item Number: 218603 1      Project Description: SR 95 (US 29) FROM SR 8 (I-10) TO N OF SR 10 (US 90A) 9 MILE ROAD      *SIS*								
District: 03      County: ESCAMBIA      Type of Work: ADD LANES & RECONSTRUCT      Project Length: 2.584								
P D & E / MANAGED BY FDOT								
DIH -STATE IN-HOUSE PRODUCT SUPPORT	179,080	0	0	0	0	0	0	179,080
PRELIMINARY ENGINEERING / MANAGED BY FDOT								
DDR -DISTRICT DEDICATED REVENUE	139,076	0	0	0	0	0	0	139,076
DIH -STATE IN-HOUSE PRODUCT SUPPORT	286,677	0	0	0	0	0	0	286,677
DS -STATE PRIMARY HIGHWAYS & PTO	241,837	0	0	0	0	0	0	241,837
GMR -GROWTH MANAGEMENT FOR SIS	4,137,348	0	0	0	0	0	0	4,137,348
RIGHT OF WAY / MANAGED BY FDOT								
ACNP -ADVANCE CONSTRUCTION NHPP	831,863	45,000	1,025,000	0	0	0	0	1,901,863
BNIR -INTRASTATE R/W & BRIDGE BONDS	2,167,500	1,550,416	0	0	0	0	0	3,717,916
DDR -DISTRICT DEDICATED REVENUE	2,050	0	0	0	0	0	0	2,050
NHPP -IM, BRDG REPL, NATNL HWY-MAP21	2,398,906	0	0	0	0	0	0	2,398,906
RAILROAD & UTILITIES / MANAGED BY FDOT								
DI -ST. - S/W INTER/INTRASTATE HWY	300,000	0	0	0	0	0	0	300,000
DS -STATE PRIMARY HIGHWAYS & PTO	0	100,000	0	0	0	0	0	100,000
CONSTRUCTION / MANAGED BY FDOT								
ACNP -ADVANCE CONSTRUCTION NHPP	0	11,305,562	0	0	0	0	0	11,305,562
DI -ST. - S/W INTER/INTRASTATE HWY	0	10,270,000	0	0	0	0	0	10,270,000
GMR -GROWTH MANAGEMENT FOR SIS	0	15,144,078	0	0	0	0	0	15,144,078
ENVIRONMENTAL / MANAGED BY FDOT								
ACNH -ADVANCE CONSTRUCTION (NH)	4,332	0	0	0	0	0	0	4,332

NHPP -IM, BRDG REPL, NATNL HWY-MAP21		214,914	0	0	0	0	0	0	214,914
Item 218603 1 Totals:		10,903,583	38,415,056	1,025,000	0	0	0	0	50,343,639
Item Number: 222476 1		Project Description: SR 8 (I-10) @ SR 95 (US 29) INTERCHANGE						*SIS*	
District: 03	County: ESCAMBIA	Type of Work: PRELIM ENG FOR FUTURE CAPACITY				Project Length: .990			
PRELIMINARY ENGINEERING / MANAGED BY FDOT									
-TOTAL OUTSIDE YEARS	8,455,835	0	0	0	0	0	0	8,455,835	
RIGHT OF WAY / MANAGED BY FDOT									
-TOTAL OUTSIDE YEARS	0	0	0	0	0	0	1,578,000	1,578,000	
RAILROAD & UTILITIES / MANAGED BY FDOT									
-TOTAL OUTSIDE YEARS	50,000	0	0	0	0	0	0	50,000	
CONSTRUCTION / MANAGED BY FDOT									
-TOTAL OUTSIDE YEARS	0	0	0	0	0	0	92,617,995	92,617,995	
Item 222476 1 Totals:		8,505,835	0	0	0	0	94,195,995	102,701,830	
Item Number: 222476 2		Project Description: SR 8 (I-10) @ SR 95 (US 29) PH I IMPROVEMENTS						*SIS*	
District: 03	County: ESCAMBIA	Type of Work: INTERCHANGE - ADD LANES				Project Length: 2.936			
PRELIMINARY ENGINEERING / MANAGED BY FDOT									
ACCM -ADVANCE CONSTRUCTION (CM)	123,709	0	0	0	0	0	0	123,709	
CM -CONGESTION MITIGATION - AQ	743,282	0	0	0	0	0	0	743,282	
DIH -STATE IN-HOUSE PRODUCT SUPPORT	78,000	0	0	0	0	0	0	78,000	
DS -STATE PRIMARY HIGHWAYS & PTO	603,914	0	0	0	0	0	0	603,914	
CONSTRUCTION / MANAGED BY FDOT									
ACNP -ADVANCE CONSTRUCTION NHPP	0	7,791,553	0	0	0	0	0	7,791,553	
Item 222476 2 Totals:		1,548,905	7,791,553	0	0	0	0	9,340,458	
Item Number: 222480 1		Project Description: SR 8 (I-10) @ SR 95 (US 29) INTERCHANGE						*SIS*	
District: 03	County: ESCAMBIA	Type of Work: ADD RIGHT TURN LANE(S)				Project Length: 1.502			
PRELIMINARY ENGINEERING / MANAGED BY FDOT									
-TOTAL OUTSIDE YEARS	469,984	0	0	0	0	0	0	469,984	
RIGHT OF WAY / MANAGED BY FDOT									
-TOTAL OUTSIDE YEARS	1,360,441	0	0	0	0	0	0	1,360,441	
CONSTRUCTION / MANAGED BY FDOT									
-TOTAL OUTSIDE YEARS	1,258,954	0	0	0	0	0	0	1,258,954	
Item 222480 1 Totals:		3,089,379	0	0	0	0	0	3,089,379	

Item Number: 222480 2		Project Description: PITTMAN STREET FROM SR 8 (I-10) TO HOPE ROAD					*NON-SIS*	
District: 03	County: ESCAMBIA	Type of Work: NEW ROAD CONSTRUCTION				Project Length:		4.176
PRELIMINARY ENGINEERING / MANAGED BY FDOT								
-TOTAL OUTSIDE YEARS	52,100	0	0	0	0	0	0	52,100
RIGHT OF WAY / MANAGED BY FDOT								
-TOTAL OUTSIDE YEARS	1,307,055	0	0	0	0	0	0	1,307,055
CONSTRUCTION / RESPONSIBLE AGENCY NOT AVAILABLE								
-TOTAL OUTSIDE YEARS	210,000	0	0	0	0	0	0	210,000
Item 222480 2 Totals:	1,569,155	0	0	0	0	0	0	1,569,155
Project Total:	25,616,857	46,206,609	1,025,000	0	0	0	94,195,995	167,044,461

Fund	<2016	2016	2017	2018	2019	2020	>2020	All Years
Item Number: 218630 1      Project Description: SR 295/SR 30 (US 98) FROM N END BAYOU GRANDE TO N OF JACKSON STREET      *NON-SIS*								
District: 03	County: ESCAMBIA	Type of Work: PD&E/EMO STUDY				Project Length:		3.258
P D & E / MANAGED BY FDOT								
-TOTAL OUTSIDE YEARS	742,101	0	0	0	0	0	0	742,101
Item 218630 1 Totals:	742,101	0	0	0	0	0	0	742,101
Item Number: 218630 2      Project Description: SR 30 (US 98) NAVY BLVD FROM SR 295 TO BAYOU CHICO BRIDGE      *NON-SIS*								
District: 03	County: ESCAMBIA	Type of Work: PD&E/EMO STUDY				Project Length:		1.326
P D & E / MANAGED BY FDOT								
DIH -STATE IN-HOUSE PRODUCT SUPPORT	0	10,000	0	0	0	0	0	10,000
LF -LOCAL FUNDS	0	1,500,000	0	0	0	0	0	1,500,000
PRELIMINARY ENGINEERING / MANAGED BY FDOT								
DIH -STATE IN-HOUSE PRODUCT SUPPORT	0	0	0	1,500	0	0	0	1,500
LF -LOCAL FUNDS	0	0	0	1,650,000	0	0	0	1,650,000
Item 218630 2 Totals:	0	1,510,000	0	1,651,500	0	0	0	3,161,500
Project Total:	742,101	1,510,000	0	1,651,500	0	0	0	3,903,601

Fund	<2016	2016	2017	2018	2019	2020	>2020	All Years
Item Number: 218693 1                      Project Description: ESCAMBIA/SANTA ROSA URBAN FUNDING BOX                      *NON-SIS*								
District: 03	County: ESCAMBIA	Type of Work: FUNDING ACTION				Project Length:		.000
CONSTRUCTION / MANAGED BY FDOT								
ACSU -ADVANCE CONSTRUCTION (SU)	141,757	0	0	0	0	0	0	141,757

SU -STP, URBAN AREAS > 200K	1	6,710	0	0	0	1,421,430	0	1,428,141
Item 218693 1 Totals:	141,758	6,710	0	0	0	1,421,430	0	1,569,898
Item Number: 218693 2      Project Description: ESC/SR URBAN FUNDING BOX INTRASTATE XU FUNDS DESIGN R/W & CONST      *NON-SIS*								
District: 03	County: ESCAMBIA	Type of Work: FUNDING ACTION			Project Length: .000			
RIGHT OF WAY / MANAGED BY FDOT								
SU -STP, URBAN AREAS > 200K	9,699	133,034	0	0	0	0	0	142,733
Item 218693 2 Totals:	9,699	133,034	0	0	0	0	0	142,733
Project Total:	151,457	139,744	0	0	0	1,421,430	0	1,712,631

Fund	<2016	2016	2017	2018	2019	2020	>2020	All Years
Item Number: 220436 2      Project Description: SR 10 (US 90) FROM SR 10A (US 90) SCENIC TO SANTA ROSA CO LINE      *NON-SIS*								
District: 03	County: ESCAMBIA	Type of Work: PD&E/EMO STUDY				Project Length:		.813
P D & E / MANAGED BY FDOT								
DIH -STATE IN-HOUSE PRODUCT SUPPORT	0	27,777	0	0	0	0	0	27,777
DS -STATE PRIMARY HIGHWAYS & PTO	0	277,778	0	0	0	0	0	277,778
Item 220436 2 Totals:	0	305,555	0	0	0	0	0	305,555
Project Total:	0	305,555	0	0	0	0	0	305,555

Fund	<2016	2016	2017	2018	2019	2020	>2020	All Years
Item Number: 222439 1                      Project Description: SR 8 (I-10) ESCAMBIA COUNTY WELCOME STA BUILDING                      *SIS*								
District: 03	County: ESCAMBIA	Type of Work: REST AREA		Project Length: .450				
CONSTRUCTION / MANAGED BY FDOT								
-TOTAL OUTSIDE YEARS	1,195	0	0	0	0	0	0	1,195
Item 222439 1 Totals:	1,195	0	0	0	0	0	0	1,195
Item Number: 222439 2                      Project Description: SR 8 (I-10) I-10 WELCOME CENTER LANDSCAPING                      *SIS*								
District: 03	County: ESCAMBIA	Type of Work: LANDSCAPING		Project Length: 4.275				
CONSTRUCTION / MANAGED BY FDOT								
-TOTAL OUTSIDE YEARS	395,012	0	0	0	0	0	0	395,012
Item 222439 2 Totals:	395,012	0	0	0	0	0	0	395,012
Item Number: 222439 3                      Project Description: SR 8 (I-10) STATELINE GATEWAY & WELCOME CENTER LANDSCAPING                      *SIS*								

District: 03	County: ESCAMBIA	Type of Work: LANDSCAPING		Project Length:		4.866	
PRELIMINARY ENGINEERING / MANAGED BY FDOT							
DS -STATE PRIMARY HIGHWAYS & PTO	69	0	0	0	0	0	69
CONSTRUCTION / MANAGED BY FDOT							
DDR-DISTRICT DEDICATED REVENUE	0	668,831	0	0	0	0	668,831
DI -ST. - S/W INTER/INTRASTATE HWY	0	1,433,315	0	0	0	0	1,433,315
DIH -STATE IN-HOUSE PRODUCT SUPPORT	0	27,934	0	0	0	0	27,934
DS -STATE PRIMARY HIGHWAYS & PTO	138	0	0	0	0	0	138
Item 222439 3 Totals:	207	2,130,080	0	0	0	0	2,130,287
Item Number: 222439 4 Project Description: SR 8 (I-10) GATEWAY STRUCTURES *SIS*							
District: 03	County: ESCAMBIA	Type of Work: MISCELLANEOUS CONSTRUCTION		Project Length:		.049	
PRELIMINARY ENGINEERING / MANAGED BY FDOT							
-TOTAL OUTSIDE YEARS	213,534	0	0	0	0	0	213,534
CONSTRUCTION / MANAGED BY FDOT							
-TOTAL OUTSIDE YEARS	1,280,874	0	0	0	0	0	1,280,874
Item 222439 4 Totals:	1,494,408	0	0	0	0	0	1,494,408
Item Number: 222439 5 Project Description: SR 8 (I-10) WELCOME CENTER PHOTO OP SIGN *SIS*							
District: 03	County: ESCAMBIA	Type of Work: MISCELLANEOUS CONSTRUCTION		Project Length:		.001	
PRELIMINARY ENGINEERING / MANAGED BY FDOT							
-TOTAL OUTSIDE YEARS	161,232	0	0	0	0	0	161,232
CONSTRUCTION / MANAGED BY FDOT							
-TOTAL OUTSIDE YEARS	279,600	0	0	0	0	0	279,600
Item 222439 5 Totals:	440,832	0	0	0	0	0	440,832
Project Total:	2,331,654	2,130,080	0	0	0	0	4,461,734

Fund	<2016	2016	2017	2018	2019	2020	>2020	All Years
Item Number: 222477 1      Project Description: SR 8 (I-10) FROM SR 291 DAVIS HIGHWAY TO SR 10A (US 90) SCENIC      *SIS*								
District: 03	County: ESCAMBIA	Type of Work: ADD LANES & RECONSTRUCT				Project Length:		2.740
P D & E / MANAGED BY FDOT								
-TOTAL OUTSIDE YEARS	1,317,672	0	0	0	0	0	0	1,317,672
PRELIMINARY ENGINEERING / MANAGED BY FDOT								
-TOTAL OUTSIDE YEARS	4,618,462	0	0	0	0	0	0	4,618,462

RIGHT OF WAY / MANAGED BY FDOT								
-TOTAL OUTSIDE YEARS	1,351,863	0	0	0	0	0	0	1,351,863
RAILROAD & UTILITIES / MANAGED BY FDOT								
-TOTAL OUTSIDE YEARS	1,342,029	0	0	0	0	0	0	1,342,029
CONSTRUCTION / MANAGED BY FDOT								
-TOTAL OUTSIDE YEARS	49,258,314	0	0	0	0	0	0	49,258,314
Item 222477 1 Totals:	57,888,340	0	0	0	0	0	0	57,888,340
Item Number: 222477 2      Project Description: SR 8 (I-10) FROM E OF SR 291 DAVIS TO E OF SR 10A (US 90) LANDSCAPING      *SIS*								
District: 03	County: ESCAMBIA	Type of Work: LANDSCAPING				Project Length: 2.740		
CONSTRUCTION / MANAGED BY FDOT								
DDR-DISTRICT DEDICATED REVENUE	0	0	0	530,868	0	0	0	530,868
DIH-STATE IN-HOUSE PRODUCT SUPPORT	0	0	0	2,374	0	0	0	2,374
Item 222477 2 Totals:	0	0	0	533,242	0	0	0	533,242
Project Total:	57,888,340	0	0	533,242	0	0	0	58,421,582

Fund	<2016	2016	2017	2018	2019	2020	>2020	All Years
Item Number: 409334 1 Project Description: SR 30 (US 98) PENSACOLA BAY BRIDGE NO. 480035 *NON-SIS*								
District: 03	County: ESCAMBIA	Type of Work: BRIDGE REPLACEMENT		Project Length:			4.169	
P D & E / MANAGED BY FDOT								
ACBR -ADVANCE CONSTRUCTION (BRT)	156,087	0	0	0	0	0	0	156,087
BRP -STATE BRIDGE REPLACEMENT	2,462,939	0	0	0	0	0	0	2,462,939
BRT -FED BRIDGE REPL - ON SYSTEM	3,085,749	0	0	0	0	0	0	3,085,749
DIH -STATE IN-HOUSE PRODUCT SUPPORT	451,694	0	0	0	0	0	0	451,694
PRELIMINARY ENGINEERING / MANAGED BY FDOT								
ACBR -ADVANCE CONSTRUCTION (BRT)	4,057,228	0	0	0	0	0	0	4,057,228
BNBR -AMENDMENT 4 BONDS (BRIDGES)	0	0	2,475,000	0	0	0	0	2,475,000
DS -STATE PRIMARY HIGHWAYS & PTO	50,567	0	0	0	0	0	0	50,567
NHBR -NATIONAL HIGWAYS BRIDGES	2,671,112	0	0	0	0	0	0	2,671,112
RIGHT OF WAY / MANAGED BY FDOT								

ACBR -ADVANCE CONSTRUCTION (BRT)	118,636	3,790,098	60,000	0	0	0	0	3,968,734
ACEP -ADVANCE CONSTRUCTION (EBBP)	210,229	0	0	0	0	0	0	210,229
BNBR -AMENDMENT 4 BONDS (BRIDGES)	0	1,300,000	0	0	0	0	0	1,300,000
BRP -STATE BRIDGE REPLACEMENT	0	0	2,000,000	0	0	0	0	2,000,000
ENVIRONMENTAL / MANAGED BY FDOT								
BRP -STATE BRIDGE REPLACEMENT	0	0	28,842	0	0	0	0	28,842
DESIGN BUILD / MANAGED BY FDOT								
ACBR -ADVANCE CONSTRUCTION (BRT)	0	0	11,192,937	0	0	0	0	11,192,937
BNBR -AMENDMENT 4 BONDS (BRIDGES)	0	0	286,603,341	0	0	0	0	286,603,341
BRP -STATE BRIDGE REPLACEMENT	0	0	197,762,368	0	0	0	0	197,762,368
DIH -STATE IN-HOUSE PRODUCT SUPPORT	0	0	384,424	0	0	0	0	384,424
Item 409334 1 Totals:	13,264,241	5,090,098	500,506,912	0	0	0	0	518,861,251
Project Total:	13,264,241	5,090,098	500,506,912	0	0	0	0	518,861,251

Fund	<2016	2016	2017	2018	2019	2020	>2020	All Years
Item Number: 409792 7      Project Description: SR 292 GULF BEACH HIGHWAY FROM MERRITT STREET TO SOUTH 3RD STREET      *NON-SIS*								
District: 03	County: ESCAMBIA	Type of Work: ADD THRU LANE(S)			Project Length:			.425
PRELIMINARY ENGINEERING / MANAGED BY FDOT								
DIH -STATE IN-HOUSE PRODUCT SUPPORT	127,039	0	0	0	0	0	0	127,039
DS -STATE PRIMARY HIGHWAYS & PTO	59,360	0	0	0	0	0	0	59,360
EB -EQUITY BONUS	281,930	0	0	0	0	0	0	281,930
SU -STP, URBAN AREAS > 200K	842,962	0	0	0	0	0	0	842,962
RIGHT OF WAY / MANAGED BY FDOT								
ACSU -ADVANCE CONSTRUCTION (SU)	1,119,738	0	0	0	0	0	0	1,119,738
DIH -STATE IN-HOUSE PRODUCT SUPPORT	89,865	0	0	0	0	0	0	89,865
SU -STP, URBAN AREAS > 200K	2,800,533	1,500,000	0	0	0	0	0	4,300,533



RAILROAD & UTILITIES / MANAGED BY FDOT								
DS -STATE PRIMARY HIGHWAYS & PTO	140,685	0	0	0	0	0	0	140,685
CONSTRUCTION / MANAGED BY FDOT								
ACSU -ADVANCE CONSTRUCTION (SU)	1,417,192	0	0	0	0	0	0	1,417,192
DDR -DISTRICT DEDICATED REVENUE	720,703	0	0	0	0	0	0	720,703
DS -STATE PRIMARY HIGHWAYS & PTO	4,916	0	0	0	0	0	0	4,916
SU -STP, URBAN AREAS > 200K	948,335	0	0	0	0	0	0	948,335
Item 409792 7 Totals:	8,553,258	1,500,000	0	0	0	0	0	10,053,258
Item Number: 409792 9      Project Description: ESCAMBIA COUNTY PLANNING STUDIES UPDATES      *NON-SIS*								
District: 03      County: ESCAMBIA      Type of Work: CORRIDOR/SUBAREA PLANNING      Project Length: .100								
PLANNING / RESPONSIBLE AGENCY NOT AVAILABLE								
SU -STP, URBAN AREAS > 200K	450,000	150,000	130,000	130,000	130,000	0	0	990,000
Item 409792 9 Totals:	450,000	150,000	130,000	130,000	130,000	0	0	990,000
Project Total:	9,003,258	1,650,000	130,000	130,000	130,000	0	0	11,043,258

Fund	<2016	2016	2017	2018	2019	2020	>2020	All Years
Item Number: 412545 1      Project Description: ESCAMBIA/SANTA ROSA COORD. TRAFFIC SIGNAL OPERATIONS      *SIS*								
District: 03      County: ESCAMBIA      Type of Work: TRAFFIC SIGNALS      Project Length: 3.644								
CONSTRUCTION / MANAGED BY FDOT								
-TOTAL OUTSIDE YEARS	3,745	0	0	0	0	0	0	3,745
CONSTRUCTION / MANAGED BY PENSACOLA, CITY OF								
-TOTAL OUTSIDE YEARS	1,896,719	0	0	0	0	0	0	1,896,719
Item 412545 1 Totals:	1,900,464	0	0	0	0	0	0	1,900,464
Item Number: 412545 2      Project Description: ESCAMBIA/SANTA ROSA COORD. TRAFFIC SIGNAL OPERATIONS      *NON-SIS*								
District: 03      County: ESCAMBIA      Type of Work: TRAFFIC SIGNALS      Project Length: .000								
OPERATIONS / RESPONSIBLE AGENCY NOT AVAILABLE								
ACCM -ADVANCE CONSTRUCTION (CM)	234,050	0	0	0	0	0	0	234,050
SU -STP, URBAN AREAS > 200K	365,950	300,000	300,000	300,000	300,000	300,000	0	1,865,950
Item 412545 2 Totals:	600,000	300,000	300,000	300,000	300,000	300,000	0	2,100,000
Project Total:	2,500,464	300,000	300,000	300,000	300,000	300,000	0	4,000,464

Fund	<2016	2016	2017	2018	2019	2020	>2020	All Years
Item Number: 413062 1      Project Description: SR 8 (I-10) FROM E OF SR 10A (US 90) TO SANTA ROSA COUNTY LINE      *SIS*								
District: 03      County: ESCAMBIA      Type of Work: PRELIM ENG FOR FUTURE CAPACITY      Project Length: .052								
P D & E / MANAGED BY FDOT								
-TOTAL OUTSIDE YEARS	13,557	0	0	0	0	0	0	13,557
Item 413062 1 Totals:	13,557	0	0	0	0	0	0	13,557
Project Total:	13,557	0	0	0	0	0	0	13,557

Fund	<2016	2016	2017	2018	2019	2020	>2020	All Years
Item Number: 413479 1      Project Description: CR 97A OVER BOGGY CREEK BRIDGE NO. 480105      *NON-SIS*								
District: 03      County: ESCAMBIA      Type of Work: BRIDGE REPLACEMENT      Project Length: .256								
PRELIMINARY ENGINEERING / MANAGED BY FDOT								
EBBP -EQUITY BONUS SUPPLEMENTING BDG	935,792	0	0	0	0	0	0	935,792
RIGHT OF WAY / MANAGED BY FDOT								
ACBZ -ADVANCE CONSTRUCTION (BRTZ)	0	15,600	0	0	0	0	0	15,600
CONSTRUCTION / MANAGED BY FDOT								
ACBZ -ADVANCE CONSTRUCTION (BRTZ)	0	0	3,133,090	0	0	0	0	3,133,090
Item 413479 1 Totals:	935,792	15,600	3,133,090	0	0	0	0	4,084,482
Project Total:	935,792	15,600	3,133,090	0	0	0	0	4,084,482

Fund	<2016	2016	2017	2018	2019	2020	>2020	All Years
Item Number: 415575 1      Project Description: SR 292 ICWW GULF BEACH BRIDGE NO. 480118      *NON-SIS*								
District: 03      County: ESCAMBIA      Type of Work: BRIDGE-REPAIR/REHABILITATION      Project Length: .428								
PRELIMINARY ENGINEERING / MANAGED BY FDOT								
-TOTAL OUTSIDE YEARS	9,412	0	0	0	0	0	0	9,412
CONSTRUCTION / MANAGED BY FDOT								
-TOTAL OUTSIDE YEARS	518,632	0	0	0	0	0	0	518,632
Item 415575 1 Totals:	528,044	0	0	0	0	0	0	528,044
Item Number: 415575 2      Project Description: SR 292 ICWW GULF BEACH BRIDGE NO. 480118      *NON-SIS*								
District: 03      County: ESCAMBIA      Type of Work: BRIDGE - PAINTING      Project Length: .410								

PRELIMINARY ENGINEERING / MANAGED BY FDOT								
-TOTAL OUTSIDE YEARS	69,260	0	0	0	0	0	0	69,260
CONSTRUCTION / MANAGED BY FDOT								
-TOTAL OUTSIDE YEARS	775,516	0	0	0	0	0	0	775,516
Item 415575 2 Totals:	844,776	0	0	0	0	0	0	844,776
Item Number: 415575 3      Project Description: SR 292 ICWW GULF BEACH BRIDGE NO. 480118      *NON-SIS*								
District: 03	County: ESCAMBIA	Type of Work: BRIDGE-REPAIR/REHABILITATION				Project Length: .410		
PRELIMINARY ENGINEERING / MANAGED BY FDOT								
BRRP -STATE BRIDGE REPAIR & REHAB	66,156	0	0	0	0	0	0	66,156
DIH -STATE IN-HOUSE PRODUCT SUPPORT	2,000	0	0	0	0	0	0	2,000
DS -STATE PRIMARY HIGHWAYS & PTO	411	0	0	0	0	0	0	411
CONSTRUCTION / MANAGED BY FDOT								
BRRP -STATE BRIDGE REPAIR & REHAB	0	1,802,385	0	0	0	0	0	1,802,385
DIH -STATE IN-HOUSE PRODUCT SUPPORT	0	26,189	0	0	0	0	0	26,189
Item 415575 3 Totals:	68,567	1,828,574	0	0	0	0	0	1,897,141
Project Total:	1,441,387	1,828,574	0	0	0	0	0	3,269,961

Fund	<2016	2016	2017	2018	2019	2020	>2020	All Years
Item Number: 421011 1      Project Description: SR 292 PERDIDO KEY FROM ALABAMA STATE LINE TO INNERARITY POINT RD      *NON-SIS*								
District: 03      County: ESCAMBIA	Type of Work: PRELIM ENG FOR FUTURE CAPACITY					Project Length: 6.956		
P D & E / MANAGED BY FDOT								
DIH -STATE IN-HOUSE PRODUCT SUPPORT	10,000	0	0	0	0	0	0	10,000
LF -LOCAL FUNDS	2,044,065	0	0	0	0	0	0	2,044,065
TRIP -TRANS REGIONAL INCENTIVE PROGM	1,358,006	0	0	0	0	0	0	1,358,006
PRELIMINARY ENGINEERING / MANAGED BY FDOT								
LF -LOCAL FUNDS	0	0	0	0	0	1,227,379	0	1,227,379
TRIP -TRANS REGIONAL INCENTIVE PROGM	0	0	0	0	0	1,227,379	0	1,227,379
ENVIRONMENTAL / MANAGED BY FDOT								
DEM -ENVIRONMENTAL MITIGATION	639,256	85,584	0	0	0	0	0	724,840
Item 421011 1 Totals:	4,051,327	85,584	0	0	0	2,454,758	0	6,591,669

Item Number:	421011 2	Project Description:	SR 292 SORRENTO RD FROM INNERARITY POINT RD TO SR 173 BLUE ANGEL PKWY						*NON-SIS*
District:	03	County:	ESCAMBIA	Type of Work:	PRELIM ENG FOR FUTURE CAPACITY			Project Length:	5.116
P D & E / MANAGED BY FDOT									
DIH -STATE IN-HOUSE PRODUCT SUPPORT	2,000	0	0	0	0	0	0	2,000	
LF -LOCAL FUNDS	71,221	0	0	0	0	0	0	71,221	
TRIP -TRANS REGIONAL INCENTIVE PROGM	1,175,000	0	0	0	0	0	0	1,175,000	
PRELIMINARY ENGINEERING / MANAGED BY FDOT									
LF -LOCAL FUNDS	791,090	0	0	0	0	0	0	791,090	
TRIP -TRANS REGIONAL INCENTIVE PROGM	1,851,935	0	0	0	0	0	0	1,851,935	
RIGHT OF WAY / MANAGED BY FDOT									
LF -LOCAL FUNDS	0	0	0	0	20,000,000	0	0	20,000,000	
Item 421011 2 Totals:	3,891,246	0	0	0	20,000,000	0	0	23,891,246	
Project Total:	7,942,573	85,584	0	0	20,000,000	2,454,758	0	30,482,915	

Fund	<2016	2016	2017	2018	2019	2020	>2020	All Years
Item Number: 421012 1	Project Description: SR 173 BLUE ANGEL PW FROM SR 292 SORRENTO ROAD TO SR 30 (US 98)							*NON-SIS*
District: 03	County: ESCAMBIA	Type of Work: PRELIM ENG FOR FUTURE CAPACITY					Project Length:	3.239
P D & E / MANAGED BY FDOT								
DIH -STATE IN-HOUSE PRODUCT SUPPORT	79,279	0	0	0	0	0	0	79,279
LF -LOCAL FUNDS	650,000	0	0	0	0	0	0	650,000
TRIP -TRANS REGIONAL INCENTIVE PROGM	475,000	0	0	0	0	0	0	475,000
PRELIMINARY ENGINEERING / MANAGED BY FDOT								
LF -LOCAL FUNDS	1,000,000	0	0	0	0	0	0	1,000,000
TRIP -TRANS REGIONAL INCENTIVE PROGM	1,000,000	0	0	0	0	0	0	1,000,000
RIGHT OF WAY / MANAGED BY FDOT								
LF -LOCAL FUNDS	0	0	0	0	15,000,000	0	0	15,000,000
Item 421012 1 Totals:	3,204,279	0	0	0	15,000,000	0	0	18,204,279
Project Total:	3,204,279	0	0	0	15,000,000	0	0	18,204,279

Fund	<2016	2016	2017	2018	2019	2020	>2020	All Years

Item Number: 421014 1		Project Description: PINESTEAD/LONGLEAF SR 297 PINE FOREST TO SR 95 (US 29)						*NON-SIS*
District: 03	County: ESCAMBIA	Type of Work: PRELIM ENG FOR FUTURE CAPACITY					Project Length: 6.586	
P D & E / RESPONSIBLE AGENCY NOT AVAILABLE								
-TOTAL OUTSIDE YEARS	1,295,883	0	0	0	0	0	0	1,295,883
PRELIMINARY ENGINEERING / RESPONSIBLE AGENCY NOT AVAILABLE								
-TOTAL OUTSIDE YEARS	1,638,490	0	0	0	0	0	0	1,638,490
Item 421014 1 Totals:	2,934,373	0	0	0	0	0	0	2,934,373
Item Number: 421014 3		Project Description: LONGLEAF DRIVE SR 297 PINE FOREST TO WYMART ROAD						*NON-SIS*
District: 03	County: ESCAMBIA	Type of Work: ADD LANES & RECONSTRUCT					Project Length: .999	
CONSTRUCTION / RESPONSIBLE AGENCY NOT AVAILABLE								
LFP -LOCAL FUNDS FOR PARTICIPATING	0	0	1,014,603	0	0	0	0	1,014,603
TRIP -TRANS REGIONAL INCENTIVE PROGM	0	0	1,014,603	0	0	0	0	1,014,603
Item 421014 3 Totals:	0	0	2,029,206	0	0	0	0	2,029,206
Project Total:	2,934,373	0	2,029,206	0	0	0	0	4,963,579

Fund	<2016	2016	2017	2018	2019	2020	>2020	All Years
Item Number: 424618 1      Project Description: SR 173 BLUE ANGEL PW FROM N BLUE ANGEL LANE TO SR 297 PINE FOREST RD      *NON-SIS*								
District: 03	County: ESCAMBIA	Type of Work: RESURFACING				Project Length:		2.925
PRELIMINARY ENGINEERING / MANAGED BY FDOT								
DDR-DISTRICT DEDICATED REVENUE	3,101	0	0	0	0	0	0	3,101
DIH-STATE IN-HOUSE PRODUCT SUPPORT	26,583	0	0	0	0	0	0	26,583
DS-STATE PRIMARY HIGHWAYS & PTO	13,462	0	0	0	0	0	0	13,462
EB -EQUITY BONUS	450,291	0	0	0	0	0	0	450,291
CONSTRUCTION / MANAGED BY FDOT								
CM-CONGESTION MITIGATION - AQ	0	133,034	0	0	0	0	0	133,034
DIH-STATE IN-HOUSE PRODUCT SUPPORT	0	20,163	0	0	0	0	0	20,163
DS-STATE PRIMARY HIGHWAYS & PTO	0	1,902,240	0	0	0	0	0	1,902,240
NHRE -NAT HWY PERFORM - RESURFACING	0	199,035	0	0	0	0	0	199,035
Item 424618 1 Totals:	493,437	2,254,472	0	0	0	0	0	2,747,909
Project Total:	493,437	2,254,472	0	0	0	0	0	2,747,909

Fund	<2016	2016	2017	2018	2019	2020	>2020	All Years
Item Number: 425519 2      Project Description: SR 97 OVER SANDY HOLLOW CREEK BRIDGE NO. 480018      *NON-SIS*								
District: 03      County: ESCAMBIA      Type of Work: BRIDGE REPLACEMENT      Project Length: .008								
PRELIMINARY ENGINEERING / MANAGED BY FDOT								
ACSB -ADVANCE CONSTRUCTION (SABR)	3,552	0	0	0	0	0	0	3,552
DS -STATE PRIMARY HIGHWAYS & PTO	5,818	0	0	0	0	0	0	5,818
SABR -STP, BRIDGES	737,592	0	0	0	0	0	0	737,592
RIGHT OF WAY / MANAGED BY FDOT								
BRP -STATE BRIDGE REPLACEMENT	0	0	17,100	0	0	0	0	17,100
DIH -STATE IN-HOUSE PRODUCT SUPPORT	0	0	7,500	0	0	0	0	7,500
CONSTRUCTION / MANAGED BY FDOT								
ACSB -ADVANCE CONSTRUCTION (SABR)	0	0	0	2,765,769	0	0	0	2,765,769
Item 425519 2 Totals:	746,962	0	24,600	2,765,769	0	0	0	3,537,331
Project Total:	746,962	0	24,600	2,765,769	0	0	0	3,537,331

Fund	<2016	2016	2017	2018	2019	2020	>2020	All Years
Item Number: 425745 1      Project Description: SR 289 9TH AVENUE FROM SR 295 FAIRFIELD DR TO BERKLEY DRIVE      *NON-SIS*								
District: 03      County: ESCAMBIA      Type of Work: SIDEWALK      Project Length: .692								
PRELIMINARY ENGINEERING / RESPONSIBLE AGENCY NOT AVAILABLE								
-TOTAL OUTSIDE YEARS	52,562	0	0	0	0	0	0	52,562
CONSTRUCTION / RESPONSIBLE AGENCY NOT AVAILABLE								
-TOTAL OUTSIDE YEARS	375,000	0	0	0	0	0	0	375,000
Item 425745 1 Totals:	427,562	0	0	0	0	0	0	427,562
Item Number: 425745 2      Project Description: 2ND ST & CR295A OLD CORRY FIELD RD PAVED SHOULDERS/SIDEWALKS      *NON-SIS*								
District: 03      County: ESCAMBIA      Type of Work: PAVE SHOULDERS      Project Length: .920								
PRELIMINARY ENGINEERING / MANAGED BY ESCAMBIA COUNTY BOARD OF COUNTY								
-TOTAL OUTSIDE YEARS	125,120	0	0	0	0	0	0	125,120
CONSTRUCTION / MANAGED BY ESCAMBIA COUNTY BOARD OF COUNTY								
-TOTAL OUTSIDE YEARS	550,124	0	0	0	0	0	0	550,124
CONSTRUCTION / MANAGED BY FDOT								

-TOTAL OUTSIDE YEARS	76	0	0	0	0	0	0	76
LOCAL ADVANCE REIMBURSE / MANAGED BY ESCAMBIA COUNTY BOARD OF COUNTY								
-TOTAL OUTSIDE YEARS	550,000	0	0	0	0	0	0	550,000
Item 425745 2 Totals:	1,225,320	0	0	0	0	0	0	1,225,320
Item Number: 425745 4      Project Description: SR 727 FAIRFIELD DR FROM N 69TH AVENUE TO N 61ST AVENUE      *NON-SIS*								
District: 03	County: ESCAMBIA	Type of Work: SIDEWALK		Project Length:		.500		
PRELIMINARY ENGINEERING / MANAGED BY FDOT								
DIH -STATE IN-HOUSE PRODUCT SUPPORT	12,356	0	0	0	0	0	0	12,356
CONSTRUCTION / MANAGED BY FDOT								
DIH -STATE IN-HOUSE PRODUCT SUPPORT	0	7,610	0	0	0	0	0	7,610
SU -STP, URBAN AREAS > 200K	0	117,763	0	0	0	0	0	117,763
Item 425745 4 Totals:	12,356	125,373	0	0	0	0	0	137,729
Item Number: 425745 5      Project Description: CR 295A FROM SR 30 (US 98) W NAVY TO CR 298A W JACKSON ST      *NON-SIS*								
District: 03	County: ESCAMBIA	Type of Work: SIDEWALK		Project Length:		.850		
CONSTRUCTION / MANAGED BY ESCAMBIA BOCC								
SU -STP, URBAN AREAS > 200K	0	0	353,650	0	0	0	0	353,650
Item 425745 5 Totals:	0	0	353,650	0	0	0	0	353,650
Project Total:	1,665,238	125,373	353,650	0	0	0	0	2,144,261

Fund	<2016	2016	2017	2018	2019	2020	>2020	All Years
Item Number: 426929 1      Project Description: SR 95 (US 29) FROM N OF CHAMPION DRIVE TO ALABAMA STATE LINE      *SIS*								
District: 03	County: ESCAMBIA	Type of Work: MISCELLANEOUS CONSTRUCTION				Project Length:		15.475
PRELIMINARY ENGINEERING / MANAGED BY FDOT								
DDR-DISTRICT DEDICATED REVENUE	47,030	0	0	0	0	0	0	47,030
DIH -STATE IN-HOUSE PRODUCT SUPPORT	92,781	0	0	0	0	0	0	92,781
DS -STATE PRIMARY HIGHWAYS & PTO	5,385	0	0	0	0	0	0	5,385
SL -STP, AREAS <= 200K	1,235,579	0	0	0	0	0	0	1,235,579
CONSTRUCTION / MANAGED BY FDOT								
DDR-DISTRICT DEDICATED REVENUE	0	104,561	0	0	0	0	0	104,561
DIH -STATE IN-HOUSE	0	170,200	0	0	0	0	0	170,200

PRODUCT SUPPORT								
NHRE -NAT HWY PERFORM - RESURFACING	0	720,758	0	0	0	0	0	720,758
Item 426929 1 Totals:	1,380,775	995,519	0	0	0	0	0	2,376,294
Item Number: 426929 2      Project Description: SR 95 (US 29) FROM N OF CHAMPION DRIVE TO ALABAMA STATE LINE      *SIS*								
District: 03	County: ESCAMBIA	Type of Work: RESURFACING		Project Length:		15.475		
PRELIMINARY ENGINEERING / MANAGED BY FDOT								
-TOTAL OUTSIDE YEARS	50,290	0	0	0	0	0	0	50,290
CONSTRUCTION / MANAGED BY FDOT								
-TOTAL OUTSIDE YEARS	9,859,700	0	0	0	0	0	0	9,859,700
Item 426929 2 Totals:	9,909,990	0	0	0	0	0	0	9,909,990
Project Total:	11,290,765	995,519	0	0	0	0	0	12,286,284

Fund	<2016	2016	2017	2018	2019	2020	>2020	All Years
Item Number: 426951 1      Project Description: SR 727/SR 295 FROM SR 10A (US 90) TO SR 292 N PACE BLVD      *NON-SIS*								
District: 03	County: ESCAMBIA	Type of Work: RESURFACING		Project Length:		2.308		
PRELIMINARY ENGINEERING / MANAGED BY FDOT								
DDR-DISTRICT DEDICATED REVENUE	3,652	0	0	0	0	0	0	3,652
DIH-STATE IN-HOUSE PRODUCT SUPPORT	50,575	0	0	0	0	0	0	50,575
DS-STATE PRIMARY HIGHWAYS & PTO	473,183	0	0	0	0	0	0	473,183
CONSTRUCTION / MANAGED BY FDOT								
DDR-DISTRICT DEDICATED REVENUE	2,350	744,790	0	0	0	0	0	747,140
DIH-STATE IN-HOUSE PRODUCT SUPPORT	0	28,808	0	0	0	0	0	28,808
NHRE -NAT HWY PERFORM - RESURFACING	0	1,710,290	0	0	0	0	0	1,710,290
Item 426951 1 Totals:	529,760	2,483,888	0	0	0	0	0	3,013,648
Project Total:	529,760	2,483,888	0	0	0	0	0	3,013,648

Fund	<2016	2016	2017	2018	2019	2020	>2020	All Years
Item Number: 426953 1      Project Description: SR 291 DAVIS HWY FROM N OF SR 295 FAIRFIELD TO N OF LANGLEY AVE      *NON-SIS*								
District: 03	County: ESCAMBIA	Type of Work: RESURFACING		Project Length:			2.616	
PRELIMINARY ENGINEERING / MANAGED BY FDOT								



DDR-DISTRICT DEDICATED REVENUE	1,790	0	0	0	0	0	0	1,790
DIH-STATE IN-HOUSE PRODUCT SUPPORT	45,681	0	0	0	0	0	0	45,681
DS-STATE PRIMARY HIGHWAYS & PTO	542,442	0	0	0	0	0	0	542,442
CONSTRUCTION / MANAGED BY FDOT								
DDR-DISTRICT DEDICATED REVENUE	0	340,513	0	0	0	0	0	340,513
DIH-STATE IN-HOUSE PRODUCT SUPPORT	0	31,070	0	0	0	0	0	31,070
DS-STATE PRIMARY HIGHWAYS & PTO	0	2,143,961	0	0	0	0	0	2,143,961
LF-LOCAL FUNDS	0	25,901	0	0	0	0	0	25,901
NHRE-NAT HWY PERFORM - RESURFACING	0	710,496	0	0	0	0	0	710,496
SA-STP, ANY AREA	0	155,946	0	0	0	0	0	155,946
Item 426953 1 Totals:	589,913	3,407,887	0	0	0	0	0	3,997,800
Project Total:	589,913	3,407,887	0	0	0	0	0	3,997,800

Fund	<2016	2016	2017	2018	2019	2020	>2020	All Years
Item Number: 428846 1 Project Description: SR 296 BAYOU BLVD FROM BAISDEN ROAD TO SR 10A (US 90) *NON-SIS*								
District: 03 County: ESCAMBIA Type of Work: RESURFACING Project Length: 2.243								
PRELIMINARY ENGINEERING / MANAGED BY FDOT								
DDR-DISTRICT DEDICATED REVENUE	2,834	0	0	0	0	0	0	2,834
DIH-STATE IN-HOUSE PRODUCT SUPPORT	25,810	0	0	0	0	0	0	25,810
DS-STATE PRIMARY HIGHWAYS & PTO	419,210	0	0	0	0	0	0	419,210
RAILROAD & UTILITIES / MANAGED BY FDOT								
LF-LOCAL FUNDS	163,859	0	0	0	0	0	0	163,859
CONSTRUCTION / MANAGED BY FDOT								
CM-CONGESTION MITIGATION - AQ	0	162,780	0	0	0	0	0	162,780
DIH-STATE IN-HOUSE PRODUCT SUPPORT	0	17,733	0	0	0	0	0	17,733
SA-STP, ANY AREA	0	1,722,394	0	0	0	0	0	1,722,394
Item 428846 1 Totals:	611,713	1,902,907	0	0	0	0	0	2,514,620
Project Total:	611,713	1,902,907	0	0	0	0	0	2,514,620

Fund	<2016	2016	2017	2018	2019	2020	>2020	All Years
Item Number: 428847 1      Project Description: SR 742 CREIGHTON RD FROM E SR 291 DAVIS HWY TO SR 10A (US 90) SCENIC      *NON-SIS*								
District: 03      County: ESCAMBIA      Type of Work: RESURFACING      Project Length: 4.252								
PRELIMINARY ENGINEERING / MANAGED BY FDOT								
ACSA -ADVANCE CONSTRUCTION (SA)	563,878	0	0	0	0	0	0	563,878
DIH -STATE IN-HOUSE PRODUCT SUPPORT	59,503	0	0	0	0	0	0	59,503
DS -STATE PRIMARY HIGHWAYS & PTO	387,986	0	0	0	0	0	0	387,986
CONSTRUCTION / MANAGED BY FDOT								
DDR -DISTRICT DEDICATED REVENUE	0	0	3,497,303	0	0	0	0	3,497,303
DIH -STATE IN-HOUSE PRODUCT SUPPORT	0	0	21,888	0	0	0	0	21,888
DS -STATE PRIMARY HIGHWAYS & PTO	0	0	559,568	0	0	0	0	559,568
Item 428847 1 Totals:	1,011,367	0	4,078,759	0	0	0	0	5,090,126
Project Total:	1,011,367	0	4,078,759	0	0	0	0	5,090,126

Fund	<2016	2016	2017	2018	2019	2020	>2020	All Years
Item Number: 430465 1      Project Description: CR 196 OVER JACKS BRANCH BRIDGE NO. 480088      *NON-SIS*								
District: 03      County: ESCAMBIA      Type of Work: BRIDGE REPLACEMENT      Project Length: .021								
PRELIMINARY ENGINEERING / MANAGED BY FDOT								
BRTZ -FED BRIDGE REPL - OFF SYSTEM	666,374	0	0	0	0	0	0	666,374
CONSTRUCTION / MANAGED BY FDOT								
ACBZ -ADVANCE CONSTRUCTION (BRTZ)	0	0	0	2,035,769	0	0	0	2,035,769
Item 430465 1 Totals:	666,374	0	0	2,035,769	0	0	0	2,702,143
Project Total:	666,374	0	0	2,035,769	0	0	0	2,702,143

Fund	<2016	2016	2017	2018	2019	2020	>2020	All Years
Item Number: 430466 1      Project Description: CR 99 OVER PINE BARREN CREEK BRIDGE NO. 480098      *NON-SIS*								
District: 03      County: ESCAMBIA      Type of Work: BRIDGE REPLACEMENT      Project Length: .038								

PRELIMINARY ENGINEERING / MANAGED BY FDOT								
BRTZ -FED BRIDGE REPL - OFF SYSTEM	839,796	0	0	0	0	0	0	839,796
RIGHT OF WAY / MANAGED BY FDOT								
ACBZ -ADVANCE CONSTRUCTION (BRTZ)	0	38,900	0	0	0	0	0	38,900
CONSTRUCTION / MANAGED BY FDOT								
ACBZ -ADVANCE CONSTRUCTION (BRTZ)	0	0	3,733,102	0	0	0	0	3,733,102
Item 430466 1 Totals:	839,796	38,900	3,733,102	0	0	0	0	4,611,798
Project Total:	839,796	38,900	3,733,102	0	0	0	0	4,611,798

Fund	<2016	2016	2017	2018	2019	2020	>2020	All Years
Item Number: 430467 1      Project Description: DORTCH ROAD OVER BEAVER DAM CREEK BRIDGE NO. 484017      *NON-SIS*								
District: 03	County: ESCAMBIA	Type of Work: BRIDGE REPLACEMENT		Project Length: .105				
PRELIMINARY ENGINEERING / MANAGED BY FDOT								
BRTZ -FED BRIDGE REPL - OFF SYSTEM	603,053	0	0	0	0	0	0	603,053
RIGHT OF WAY / MANAGED BY FDOT								
ACBZ -ADVANCE CONSTRUCTION (BRTZ)	22,200	0	0	0	0	0	0	22,200
CONSTRUCTION / MANAGED BY FDOT								
ACBZ -ADVANCE CONSTRUCTION (BRTZ)	0	0	900,850	0	0	0	0	900,850
Item 430467 1 Totals:	625,253	0	900,850	0	0	0	0	1,526,103
Project Total:	625,253	0	900,850	0	0	0	0	1,526,103

Fund	<2016	2016	2017	2018	2019	2020	>2020	All Years
Item Number: 430468 1      Project Description: O C PHILLIPS ROAD OVER BRUSHY CREEK BRIDGE NO. 484029      *NON-SIS*								
District: 03	County: ESCAMBIA	Type of Work: BRIDGE REPLACEMENT		Project Length: .015				
PRELIMINARY ENGINEERING / MANAGED BY FDOT								
ACBZ -ADVANCE CONSTRUCTION (BRTZ)	0	0	0	67,500	0	0	0	67,500
LF -LOCAL FUNDS	0	0	0	675,000	0	0	0	675,000
RIGHT OF WAY / MANAGED BY FDOT								
ACBZ -ADVANCE CONSTRUCTION (BRTZ)	0	0	0	0	0	17,775	0	17,775

LF -LOCAL FUNDS	0	0	0	0	0	3,425	0	3,425
Item 430468 1 Totals:	0	0	0	742,500	0	21,200	0	763,700
Project Total:	0	0	0	742,500	0	21,200	0	763,700

Fund	<2016	2016	2017	2018	2019	2020	>2020	All Years
Item Number: 430469 1                      Project Description: CR 99A OVER BOGGY CREEK BRIDGE NO. 484030                      *NON-SIS*								
District: 03                      County: ESCAMBIA                      Type of Work: BRIDGE REPLACEMENT                      Project Length: .228								
PRELIMINARY ENGINEERING / MANAGED BY FDOT								
BRTZ -FED BRIDGE REPL - OFF SYSTEM	677,591	0	0	0	0	0	0	677,591
RIGHT OF WAY / MANAGED BY FDOT								
ACBZ -ADVANCE CONSTRUCTION (BRTZ)	0	52,000	0	0	0	0	0	52,000
CONSTRUCTION / MANAGED BY FDOT								
ACBZ -ADVANCE CONSTRUCTION (BRTZ)	0	0	1,820,976	0	0	0	0	1,820,976
Item 430469 1 Totals:	677,591	52,000	1,820,976	0	0	0	0	2,550,567
Project Total:	677,591	52,000	1,820,976	0	0	0	0	2,550,567

Fund	<2016	2016	2017	2018	2019	2020	>2020	All Years
Item Number: 430470 1      Project Description: SANDY HOLLOW ROAD OVER SANDY HOLLOW CREEK BRIDGE NO. 484051      *NON-SIS*								
District: 03	County: ESCAMBIA	Type of Work: BRIDGE REPLACEMENT		Project Length: .009				
PRELIMINARY ENGINEERING / MANAGED BY FDOT								
BRTZ -FED BRIDGE REPL - OFF SYSTEM	608,146	0	0	0	0	0	0	608,146
RIGHT OF WAY / MANAGED BY FDOT								
ACBZ -ADVANCE CONSTRUCTION (BRTZ)	0	27,500	0	0	0	0	0	27,500
CONSTRUCTION / MANAGED BY FDOT								
ACBZ -ADVANCE CONSTRUCTION (BRTZ)	0	0	1,689,334	0	0	0	0	1,689,334
Item 430470 1 Totals:	608,146	27,500	1,689,334	0	0	0	0	2,324,980
Project Total:	608,146	27,500	1,689,334	0	0	0	0	2,324,980

Fund	<2016	2016	2017	2018	2019	2020	>2020	All Years

Item Number: 430471 1		Project Description: BLUFF SPRINGS RD OVER PRITCHETT MILL BRIDGE NO. 484052					*NON-SIS*	
District: 03	County: ESCAMBIA	Type of Work: BRIDGE REPLACEMENT			Project Length: .111			
PRELIMINARY ENGINEERING / MANAGED BY FDOT								
BRTZ -FED BRIDGE REPL - OFF SYSTEM	549,288	0	0	0	0	0	0	549,288
RIGHT OF WAY / MANAGED BY FDOT								
ACBZ -ADVANCE CONSTRUCTION (BRTZ)	0	5,500	0	0	0	0	0	5,500
BRTZ -FED BRIDGE REPL - OFF SYSTEM	17,000	0	0	0	0	0	0	17,000
CONSTRUCTION / MANAGED BY FDOT								
ACBZ -ADVANCE CONSTRUCTION (BRTZ)	0	0	1,096,713	0	0	0	0	1,096,713
Item 430471 1 Totals:		566,288	5,500	1,096,713	0	0	0	1,668,501
Project Total:		566,288	5,500	1,096,713	0	0	0	1,668,501

Fund	<2016	2016	2017	2018	2019	2020	>2020	All Years
Item Number: 430472 1      Project Description: PATRICIA DRIVE OVER BAYOU MARCUS CREEK BRIDGE NO. 484069      *NON-SIS*								
District: 03	County: ESCAMBIA	Type of Work: BRIDGE REPLACEMENT			Project Length: .208			
PRELIMINARY ENGINEERING / MANAGED BY FDOT								
BRTZ -FED BRIDGE REPL - OFF SYSTEM	818,178	0	0	0	0	0	0	818,178
RIGHT OF WAY / MANAGED BY FDOT								
ACBZ -ADVANCE CONSTRUCTION (BRTZ)	155,500	0	0	0	0	0	0	155,500
CONSTRUCTION / MANAGED BY FDOT								
ACBZ -ADVANCE CONSTRUCTION (BRTZ)	0	0	3,087,714	0	0	0	0	3,087,714
Item 430472 1 Totals:	973,678	0	3,087,714	0	0	0	0	4,061,392
Project Total:	973,678	0	3,087,714	0	0	0	0	4,061,392

Fund	<2016	2016	2017	2018	2019	2020	>2020	All Years
Item Number: 430785 1      Project Description: SR 10A (US 90) MOBILE HWY FROM EDISON DRIVE TO LYNCH STREET      *NON-SIS*								
District: 03	County: ESCAMBIA	Type of Work: RESURFACING			Project Length:			1.601
PRELIMINARY ENGINEERING / MANAGED BY FDOT								
DDR -DISTRICT DEDICATED REVENUE	42,731	0	0	0	0	0	0	42,731
DIH -STATE IN-HOUSE	73,729	0	0	0	0	0	0	73,729

PRODUCT SUPPORT								
DS -STATE PRIMARY HIGHWAYS & PTO	566,700	0	0	0	0	0	0	566,700
RIGHT OF WAY / MANAGED BY FDOT								
HSP -SAFETY (HIWAY SAFETY PROGRAM)	540,000	100,000	0	0	0	0	0	640,000
CONSTRUCTION / MANAGED BY FDOT								
DIH -STATE IN-HOUSE PRODUCT SUPPORT	0	22,981	0	0	0	0	0	22,981
HSP -SAFETY (HIWAY SAFETY PROGRAM)	0	575,175	0	0	0	0	0	575,175
NHRE -NAT HWY PERFORM - RESURFACING	0	1,690,859	0	0	0	0	0	1,690,859
SA -STP, ANY AREA	0	174,521	0	0	0	0	0	174,521
Item 430785 1 Totals:	1,223,160	2,563,536	0	0	0	0	0	3,786,696
Project Total:	1,223,160	2,563,536	0	0	0	0	0	3,786,696

Fund	<2016	2016	2017	2018	2019	2020	>2020	All Years
Item Number: 430786 1 Project Description: SR 292 PERDIDO KEY FROM ALABAMA STATE LINE TO ICWW BRIDGE *NON-SIS*								
District: 03 County: ESCAMBIA Type of Work: RESURFACING Project Length: 6.306								
PRELIMINARY ENGINEERING / MANAGED BY FDOT								
DDR -DISTRICT DEDICATED REVENUE	612,391	0	0	0	0	0	0	612,391
DIH -STATE IN-HOUSE PRODUCT SUPPORT	99,570	0	0	0	0	0	0	99,570
DS -STATE PRIMARY HIGHWAYS & PTO	6,137	0	0	0	0	0	0	6,137
CONSTRUCTION / MANAGED BY FDOT								
DDR -DISTRICT DEDICATED REVENUE	0	0	2,814,582	0	0	0	0	2,814,582
DIH -STATE IN-HOUSE PRODUCT SUPPORT	0	0	38,241	0	0	0	0	38,241
LF -LOCAL FUNDS	0	0	12,499	0	0	0	0	12,499
Item 430786 1 Totals:	718,098	0	2,865,322	0	0	0	0	3,583,420
Item Number: 430786 2 Project Description: SR 292 PERDIDO KEY CULVERT INSTALLATION FOR WILDLIFE CROSSINGS *NON-SIS*								
District: 03 County: ESCAMBIA Type of Work: PEDESTRIAN/WILDLIFE UNDERPASS Project Length: 2.650								
PRELIMINARY ENGINEERING / MANAGED BY FDOT								
-TOTAL OUTSIDE YEARS	26,919	0	0	0	0	0	0	26,919
RAILROAD & UTILITIES / MANAGED BY FDOT								

-TOTAL OUTSIDE YEARS	500,000	0	0	0	0	0	0	500,000
CONSTRUCTION / MANAGED BY FDOT								
-TOTAL OUTSIDE YEARS	652,244	0	0	0	0	0	0	652,244
Item 430786 2 Totals:	1,179,163	0	0	0	0	0	0	1,179,163
Project Total:	1,897,261	0	2,865,322	0	0	0	0	4,762,583

Fund	<2016	2016	2017	2018	2019	2020	>2020	All Years
Item Number: 431785 1      Project Description: CR 742 CREIGHTON RD @ SR 289 9TH AVENUE INTERSECTION      *NON-SIS*								
District: 03	County: ESCAMBIA	Type of Work: ADD TURN LANE(S)			Project Length:			.189
PRELIMINARY ENGINEERING / MANAGED BY FDOT								
DDR-DISTRICT DEDICATED REVENUE	2,360	0	0	0	0	0	0	2,360
DIH-STATE IN-HOUSE PRODUCT SUPPORT	46,210	0	0	0	0	0	0	46,210
DS-STATE PRIMARY HIGHWAYS & PTO	14,169	0	0	0	0	0	0	14,169
SU-STP, URBAN AREAS > 200K	193,366	0	0	0	0	0	0	193,366
RIGHT OF WAY / MANAGED BY FDOT								
ACSU-ADVANCE CONSTRUCTION (SU)	25,000	0	0	0	0	0	0	25,000
DIH-STATE IN-HOUSE PRODUCT SUPPORT	21,218	0	0	0	0	0	0	21,218
SU-STP, URBAN AREAS > 200K	150,000	0	0	0	0	0	0	150,000
CONSTRUCTION / MANAGED BY FDOT								
DIH-STATE IN-HOUSE PRODUCT SUPPORT	0	0	5,460	0	0	0	0	5,460
SU-STP, URBAN AREAS > 200K	0	0	650,507	0	0	0	0	650,507
Item 431785 1 Totals:	452,323	0	655,967	0	0	0	0	1,108,290
Item Number: 431785 2      Project Description: SR 289 9TH AVENUE @ CR 742 CREIGHTON RD INTERSECTION      *NON-SIS*								
District: 03	County: ESCAMBIA	Type of Work: ADD TURN LANE(S)			Project Length:			.454
PRELIMINARY ENGINEERING / MANAGED BY FDOT								
DDR-DISTRICT DEDICATED REVENUE	349	0	0	0	0	0	0	349
DIH-STATE IN-HOUSE PRODUCT SUPPORT	16,755	0	0	0	0	0	0	16,755
DS-STATE PRIMARY	258,029	0	0	0	0	0	0	258,029

HIGHWAYS & PTO								
RIGHT OF WAY / MANAGED BY FDOT								
DIH -STATE IN-HOUSE PRODUCT SUPPORT	0	5,000	0	0	0	0	0	5,000
CONSTRUCTION / MANAGED BY FDOT								
CM -CONGESTION MITIGATION - AQ	0	0	485,870	0	0	0	0	485,870
DIH -STATE IN-HOUSE PRODUCT SUPPORT	0	0	6,895	0	0	0	0	6,895
SA -STP, ANY AREA	0	0	29,217	0	0	0	0	29,217
Item 431785 2 Totals:	275,133	5,000	521,982	0	0	0	0	802,115
Project Total:	727,456	5,000	1,177,949	0	0	0	0	1,910,405

Fund	<2016	2016	2017	2018	2019	2020	>2020	All Years
Item Number: 431787 1      Project Description: SR 727 FAIRFIELD DR @ N 65TH AVENUE INTERSECTION      *NON-SIS*								
District: 03      County: ESCAMBIA      Type of Work: ADD RIGHT TURN LANE(S)      Project Length: .149								
PRELIMINARY ENGINEERING / MANAGED BY FDOT								
DDR -DISTRICT DEDICATED REVENUE	3,306	0	0	0	0	0	0	3,306
DIH -STATE IN-HOUSE PRODUCT SUPPORT	44,936	0	0	0	0	0	0	44,936
DS -STATE PRIMARY HIGHWAYS & PTO	4,937	0	0	0	0	0	0	4,937
SU -STP, URBAN AREAS > 200K	158,590	0	0	0	0	0	0	158,590
RIGHT OF WAY / MANAGED BY FDOT								
DIH -STATE IN-HOUSE PRODUCT SUPPORT	5,196	3,000	0	0	0	0	0	8,196
SU -STP, URBAN AREAS > 200K	109,954	20,000	0	0	0	0	0	129,954
RAILROAD & UTILITIES / MANAGED BY FDOT								
SU -STP, URBAN AREAS > 200K	0	10,603	0	0	0	0	0	10,603
CONSTRUCTION / MANAGED BY FDOT								
DIH -STATE IN-HOUSE PRODUCT SUPPORT	0	5,669	0	0	0	0	0	5,669
SU -STP, URBAN AREAS > 200K	0	357,303	0	0	0	0	0	357,303
Item 431787 1 Totals:	326,919	396,575	0	0	0	0	0	723,494
Project Total:	326,919	396,575	0	0	0	0	0	723,494



Fund	<2016	2016	2017	2018	2019	2020	>2020	All Years
Item Number: 432285 1      Project Description: CR 168 OVER UNNAMED BRANCH BRIDGE NO. 480099      *NON-SIS*								
District: 03      County: ESCAMBIA      Type of Work: BRIDGE REPLACEMENT      Project Length: .006								
PRELIMINARY ENGINEERING / MANAGED BY FDOT								
ACSB -ADVANCE CONSTRUCTION (SABR)	590,691	0	0	0	0	0	0	590,691
SABR -STP, BRIDGES	44,000	0	0	0	0	0	0	44,000
RIGHT OF WAY / MANAGED BY FDOT								
ACSB -ADVANCE CONSTRUCTION (SABR)	0	0	27,400	0	0	0	0	27,400
CONSTRUCTION / MANAGED BY FDOT								
ACSB -ADVANCE CONSTRUCTION (SABR)	0	0	0	0	1,496,655	0	0	1,496,655
Item 432285 1 Totals:	634,691	0	27,400	0	1,496,655	0	0	2,158,746
Project Total:	634,691	0	27,400	0	1,496,655	0	0	2,158,746

Fund	<2016	2016	2017	2018	2019	2020	>2020	All Years
Item Number: 432286 1      Project Description: HANKS ROAD OVER BREASTWORKS CREEK BRIDGE NO. 484020      *NON-SIS*								
District: 03      County: ESCAMBIA      Type of Work: BRIDGE REPLACEMENT      Project Length: .008								
PRELIMINARY ENGINEERING / MANAGED BY FDOT								
BRTZ -FED BRIDGE REPL - OFF SYSTEM	459,325	0	0	0	0	0	0	459,325
RIGHT OF WAY / MANAGED BY FDOT								
ACBZ -ADVANCE CONSTRUCTION (BRTZ)	0	0	26,000	0	0	0	0	26,000
CONSTRUCTION / MANAGED BY FDOT								
ACBZ -ADVANCE CONSTRUCTION (BRTZ)	0	0	0	0	1,185,583	0	0	1,185,583
Item 432286 1 Totals:	459,325	0	26,000	0	1,185,583	0	0	1,670,908
Project Total:	459,325	0	26,000	0	1,185,583	0	0	1,670,908

Fund	<2016	2016	2017	2018	2019	2020	>2020	All Years
Item Number: 432287 1      Project Description: DAWSON ROAD OVER PRITCHETT MILL BR BRIDGE NO. 484046      *NON-SIS*								
District: 03      County: ESCAMBIA      Type of Work: BRIDGE REPLACEMENT      Project Length: .012								

PRELIMINARY ENGINEERING / MANAGED BY FDOT								
ACBZ -ADVANCE CONSTRUCTION (BRTZ)	0	0	0	65,000	0	0	0	65,000
LF -LOCAL FUNDS	0	0	0	650,000	0	0	0	650,000
RIGHT OF WAY / MANAGED BY FDOT								
ACBZ -ADVANCE CONSTRUCTION (BRTZ)	0	0	0	0	0	20,500	0	20,500
LF -LOCAL FUNDS	0	0	0	0	0	3,500	0	3,500
Item 432287 1 Totals:	0	0	0	715,000	0	24,000	0	739,000
Project Total:	0	0	0	715,000	0	24,000	0	739,000

Fund	<2016	2016	2017	2018	2019	2020	>2020	All Years
Item Number: 432288 1      Project Description: CRARY ROAD OVER PRITCHETT MILL CREEK BRIDGE NO. 484048      *NON-SIS*								
District: 03      County: ESCAMBIA	Type of Work: BRIDGE REPLACEMENT			Project Length: .008				
PRELIMINARY ENGINEERING / MANAGED BY FDOT								
BRTZ -FED BRIDGE REPL - OFF SYSTEM	459,623	0	0	0	0	0	0	459,623
RIGHT OF WAY / MANAGED BY FDOT								
ACBZ -ADVANCE CONSTRUCTION (BRTZ)	0	0	21,000	0	0	0	0	21,000
CONSTRUCTION / MANAGED BY FDOT								
ACBZ -ADVANCE CONSTRUCTION (BRTZ)	0	0	0	0	792,016	0	0	792,016
Item 432288 1 Totals:	459,623	0	21,000	0	792,016	0	0	1,272,639
Project Total:	459,623	0	21,000	0	792,016	0	0	1,272,639

Fund	<2016	2016	2017	2018	2019	2020	>2020	All Years
Item Number: 432539 1      Project Description: SR 10A (US 90) FROM V STREET TO SR 292 PACE BLVD      *NON-SIS*								
District: 03	County: ESCAMBIA	Type of Work: RESURFACING		Project Length:		.453		
PRELIMINARY ENGINEERING / MANAGED BY FDOT								
DIH -STATE IN-HOUSE PRODUCT SUPPORT	11,520	0	0	0	0	0	0	11,520
DS -STATE PRIMARY HIGHWAYS & PTO	253,493	0	0	0	0	0	0	253,493
CONSTRUCTION / MANAGED BY FDOT								
DIH -STATE IN-HOUSE PRODUCT SUPPORT	0	5,233	0	0	0	0	0	5,233
DS -STATE PRIMARY	0	54,655	0	0	0	0	0	54,655

HIGHWAYS & PTO								
NHRE -NAT HWY PERFORM - RESURFACING	0	396,052	0	0	0	0	0	396,052
Item 432539 1 Totals:	265,013	455,940	0	0	0	0	0	720,953
Project Total:	265,013	455,940	0	0	0	0	0	720,953

Fund	<2016	2016	2017	2018	2019	2020	>2020	All Years
Item Number: 432555 1      Project Description: SR 4 FROM SR 95 (US 29) TO ESCAMBIA RIVER BRIDGE      *NON-SIS*								
District: 03      County: ESCAMBIA      Type of Work: RESURFACING      Project Length: 1.437								
PRELIMINARY ENGINEERING / MANAGED BY FDOT								
ACSA -ADVANCE CONSTRUCTION (SA)	209,615	0	0	0	0	0	0	209,615
CM -CONGESTION MITIGATION - AQ	79,254	0	0	0	0	0	0	79,254
DIH -STATE IN-HOUSE PRODUCT SUPPORT	28,017	0	0	0	0	0	0	28,017
RAILROAD & UTILITIES / MANAGED BY FDOT								
DDR -DISTRICT DEDICATED REVENUE	0	200,314	0	0	0	0	0	200,314
CONSTRUCTION / MANAGED BY FDOT								
DDR -DISTRICT DEDICATED REVENUE	0	0	937,901	0	0	0	0	937,901
DIH -STATE IN-HOUSE PRODUCT SUPPORT	0	0	22,346	0	0	0	0	22,346
Item 432555 1 Totals:	316,886	200,314	960,247	0	0	0	0	1,477,447
Project Total:	316,886	200,314	960,247	0	0	0	0	1,477,447

Fund	<2016	2016	2017	2018	2019	2020	>2020	All Years
Item Number: 432562 1      Project Description: SR 750 AIRPORT BLVD FROM SR 291 DAVIS HWY TO SR 289 9TH AVE      *SIS*								
District: 03      County: ESCAMBIA      Type of Work: RESURFACING      Project Length: 1.071								
PRELIMINARY ENGINEERING / MANAGED BY FDOT								
DDR -DISTRICT DEDICATED REVENUE	0	278,520	0	0	0	0	0	278,520
DIH -STATE IN-HOUSE PRODUCT SUPPORT	3,000	32,084	0	0	0	0	0	35,084
RIGHT OF WAY / MANAGED BY FDOT								
DDR -DISTRICT DEDICATED REVENUE	0	0	187,400	0	0	0	0	187,400

DIH -STATE IN-HOUSE PRODUCT SUPPORT	0	0	10,000	0	0	0	0	10,000
CONSTRUCTION / MANAGED BY FDOT								
CM-CONGESTION MITIGATION - AQ	0	0	0	273,362	0	0	0	273,362
DIH -STATE IN-HOUSE PRODUCT SUPPORT	0	0	0	27,336	0	0	0	27,336
SA -STP, ANY AREA	0	0	0	1,608,014	0	0	0	1,608,014
Item 432562 1 Totals:	3,000	310,604	197,400	1,908,712	0	0	0	2,419,716
Project Total:	3,000	310,604	197,400	1,908,712	0	0	0	2,419,716

Fund	<2016	2016	2017	2018	2019	2020	>2020	All Years
Item Number: 433448 1      Project Description: SR 10A (US 90) MOBILE HWY @ WOODSIDE DRIVE INTERSECTION      *NON-SIS*								
District: 03      County: ESCAMBIA      Type of Work: ADD TURN LANE(S)      Project Length: .004								
PRELIMINARY ENGINEERING / MANAGED BY FDOT								
DIH -STATE IN-HOUSE PRODUCT SUPPORT	10,942	0	0	0	0	0	0	10,942
DS-STATE PRIMARY HIGHWAYS & PTO	226,844	0	0	0	0	0	0	226,844
RIGHT OF WAY / MANAGED BY FDOT								
DIH -STATE IN-HOUSE PRODUCT SUPPORT	0	16,391	0	0	0	0	0	16,391
SA -STP, ANY AREA	0	246,614	0	0	0	0	0	246,614
CONSTRUCTION / MANAGED BY FDOT								
CM-CONGESTION MITIGATION - AQ	0	0	297,915	0	0	0	0	297,915
DIH -STATE IN-HOUSE PRODUCT SUPPORT	0	0	5,494	0	0	0	0	5,494
DS-STATE PRIMARY HIGHWAYS & PTO	0	0	161,189	0	0	0	0	161,189
Item 433448 1 Totals:	237,786	263,005	464,598	0	0	0	0	965,389
Project Total:	237,786	263,005	464,598	0	0	0	0	965,389

Fund	<2016	2016	2017	2018	2019	2020	>2020	All Years
Item Number: 433904 1      Project Description: CR 182 OVER PENASULA CREEK BRIDGE NO. 480115      *NON-SIS*								
District: 03      County: ESCAMBIA      Type of Work: BRIDGE REPLACEMENT      Project Length: .007								
PRELIMINARY ENGINEERING / MANAGED BY FDOT								
BRTZ -FED BRIDGE REPL -	503,458	0	0	0	0	0	0	503,458

OFF SYSTEM								
RIGHT OF WAY / MANAGED BY FDOT								
ACBZ -ADVANCE CONSTRUCTION (BRTZ)	0	0	30,200	0	0	0	0	30,200
CONSTRUCTION / MANAGED BY FDOT								
ACBZ -ADVANCE CONSTRUCTION (BRTZ)	0	0	0	0	980,065	0	0	980,065
Item 433904 1 Totals:	503,458	0	30,200	0	980,065	0	0	1,513,723
Project Total:	503,458	0	30,200	0	980,065	0	0	1,513,723

Fund	<2016	2016	2017	2018	2019	2020	>2020	All Years
Item Number: 433905 1 Project Description: BRATT ROAD OVER CANOE CREEK BRIDGE NO. 484050 *NON-SIS*								
District: 03 County: ESCAMBIA Type of Work: BRIDGE REPLACEMENT Project Length: .023								
PRELIMINARY ENGINEERING / MANAGED BY FDOT								
ACBZ -ADVANCE CONSTRUCTION (BRTZ)	29,872	0	0	0	0	0	0	29,872
BRTZ -FED BRIDGE REPL - OFF SYSTEM	711,479	0	0	0	0	0	0	711,479
RIGHT OF WAY / MANAGED BY FDOT								
ACBZ -ADVANCE CONSTRUCTION (BRTZ)	0	0	28,700	0	0	0	0	28,700
CONSTRUCTION / MANAGED BY FDOT								
ACBZ -ADVANCE CONSTRUCTION (BRTZ)	0	0	0	0	2,690,020	0	0	2,690,020
Item 433905 1 Totals:	741,351	0	28,700	0	2,690,020	0	0	3,460,071
Project Total:	741,351	0	28,700	0	2,690,020	0	0	3,460,071

Fund	<2016	2016	2017	2018	2019	2020	>2020	All Years
Item Number: 433918 1 Project Description: SR 8 (I-10) OVER ELEVEN MILE CREEK BRIDGE NOS. 480070 & 069 *SIS*								
District: 03 County: ESCAMBIA Type of Work: BRIDGE-REPAIR/REHABILITATION Project Length: .080								
PRELIMINARY ENGINEERING / MANAGED BY FDOT								
BRRP -STATE BRIDGE REPAIR & REHAB	96,542	0	0	0	0	0	0	96,542
DIH -STATE IN-HOUSE PRODUCT SUPPORT	28,999	0	0	0	0	0	0	28,999
CONSTRUCTION / MANAGED BY FDOT								
BRRP -STATE BRIDGE REPAIR & REHAB	0	911,910	0	0	0	0	0	911,910

DIH -STATE IN-HOUSE PRODUCT SUPPORT	0	9,567	0	0	0	0	0	9,567
Item 433918 1 Totals:	125,541	921,477	0	0	0	0	0	1,047,018
Project Total:	125,541	921,477	0	0	0	0	0	1,047,018

Fund	<2016	2016	2017	2018	2019	2020	>2020	All Years
Item Number: 434603 1      Project Description: SR 742 CREIGHTON RD OVER SR 8A I-110 BRIDGE NO. 480184      *NON-SIS*								
District: 03      County: ESCAMBIA      Type of Work: BRIDGE-REPAIR/REHABILITATION      Project Length: .040								
PRELIMINARY ENGINEERING / MANAGED BY FDOT								
BRRP -STATE BRIDGE REPAIR & REHAB	44,553	0	0	0	0	0	0	44,553
DIH -STATE IN-HOUSE PRODUCT SUPPORT	10,001	0	0	0	0	0	0	10,001
CONSTRUCTION / MANAGED BY FDOT								
BRRP -STATE BRIDGE REPAIR & REHAB	0	30,629	0	0	0	0	0	30,629
DIH -STATE IN-HOUSE PRODUCT SUPPORT	0	949	0	0	0	0	0	949
Item 434603 1 Totals:	54,554	31,578	0	0	0	0	0	86,132
Project Total:	54,554	31,578	0	0	0	0	0	86,132

Fund	<2016	2016	2017	2018	2019	2020	>2020	All Years
Item Number: 434606 1      Project Description: SR 296 BRENT LANE FRONTAGE ROADS WEST & EAST OF THE R/R BRIDGE      *NON-SIS*								
District: 03      County: ESCAMBIA      Type of Work: RESURFACING      Project Length: .650								
PRELIMINARY ENGINEERING / MANAGED BY FDOT								
ACSA -ADVANCE CONSTRUCTION (SA)	44,329	0	0	0	0	0	0	44,329
DIH -STATE IN-HOUSE PRODUCT SUPPORT	6,220	0	0	0	0	0	0	6,220
SA -STP, ANY AREA	107,582	0	0	0	0	0	0	107,582
SU -STP, URBAN AREAS > 200K	12,850	0	0	0	0	0	0	12,850
CONSTRUCTION / MANAGED BY FDOT								
DDR -DISTRICT DEDICATED REVENUE	0	0	336,775	0	0	0	0	336,775
DIH -STATE IN-HOUSE PRODUCT SUPPORT	0	0	7,382	0	0	0	0	7,382
Item 434606 1 Totals:	170,981	0	344,157	0	0	0	0	515,138

Project Total:	170,981	0	344,157	0	0	0	0	515,138
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Fund	<2016	2016	2017	2018	2019	2020	>2020	All Years
Item Number: 434611 1      Project Description: SR 95 (US 29) FROM N OF SR 10 (US 90) TO S OF CR 184      *SIS*								
District: 03      County: ESCAMBIA      Type of Work: RESURFACING      Project Length: 5.593								
PRELIMINARY ENGINEERING / MANAGED BY FDOT								
DIH -STATE IN-HOUSE PRODUCT SUPPORT	72,708	0	0	0	0	0	0	72,708
DS -STATE PRIMARY HIGHWAYS & PTO	19,324	0	0	0	0	0	0	19,324
CONSTRUCTION / MANAGED BY FDOT								
DIH -STATE IN-HOUSE PRODUCT SUPPORT	0	0	67,724	0	0	0	0	67,724
NHRE -NAT HWY PERFORM - RESURFACING	0	0	4,373,810	0	0	0	0	4,373,810
SA -STP, ANY AREA	0	0	699,810	0	0	0	0	699,810
Item 434611 1 Totals:	92,032	0	5,141,344	0	0	0	0	5,233,376
Project Total:	92,032	0	5,141,344	0	0	0	0	5,233,376

Fund	<2016	2016	2017	2018	2019	2020	>2020	All Years
Item Number: 435148 1      Project Description: SR 752 & SR 291 PED OVERPASSES BRIDGE NOS. 489001 & 489003      *NON-SIS*								
District: 03      County: ESCAMBIA      Type of Work: BRIDGE-REPAIR/REHABILITATION      Project Length: .004								
PRELIMINARY ENGINEERING / MANAGED BY FDOT								
BRRP -STATE BRIDGE REPAIR & REHAB	45,474	0	0	0	0	0	0	45,474
DIH -STATE IN-HOUSE PRODUCT SUPPORT	2,581	0	0	0	0	0	0	2,581
DS -STATE PRIMARY HIGHWAYS & PTO	7,729	0	0	0	0	0	0	7,729
CONSTRUCTION / MANAGED BY FDOT								
BRRP -STATE BRIDGE REPAIR & REHAB	0	283,655	0	0	0	0	0	283,655
DIH -STATE IN-HOUSE PRODUCT SUPPORT	0	4,275	0	0	0	0	0	4,275
Item 435148 1 Totals:	55,784	287,930	0	0	0	0	0	343,714
Project Total:	55,784	287,930	0	0	0	0	0	343,714

Fund	<2016	2016	2017	2018	2019	2020	>2020	All Years
Item Number: 435179 1      Project Description: SR 10A (US 90) SCENIC HWY FROM BAYOU TEXAR TO LANGLEY AVE LANDSCAPING      *NON-SIS*								
District: 03      County: ESCAMBIA      Type of Work: LANDSCAPING      Project Length: 4.814								
PRELIMINARY ENGINEERING / MANAGED BY FDOT								
-TOTAL OUTSIDE YEARS	489	0	0	0	0	0	0	489
CONSTRUCTION / MANAGED BY FDOT								
-TOTAL OUTSIDE YEARS	127,607	0	0	0	0	0	0	127,607
Item 435179 1 Totals:	128,096	0	0	0	0	0	0	128,096
Item Number: 435179 2      Project Description: SR 30 (US 98) @ BAYOU CHICO BRIDGE LANDSCAPING      *NON-SIS*								
District: 03      County: ESCAMBIA      Type of Work: LANDSCAPING      Project Length: .247								
CONSTRUCTION / MANAGED BY FDOT								
-TOTAL OUTSIDE YEARS	193,589	0	0	0	0	0	0	193,589
Item 435179 2 Totals:	193,589	0	0	0	0	0	0	193,589
Item Number: 435179 3      Project Description: SR 296 BRENT LANE @ SPRINGHILL DRIVE LANDSCAPING      *NON-SIS*								
District: 03      County: ESCAMBIA      Type of Work: LANDSCAPING      Project Length: .140								
CONSTRUCTION / MANAGED BY FDOT								
DDR-DISTRICT DEDICATED REVENUE	0	233,745	0	0	0	0	0	233,745
DIH-STATE IN-HOUSE PRODUCT SUPPORT	0	4,724	0	0	0	0	0	4,724
DS-STATE PRIMARY HIGHWAYS & PTO	69	0	0	0	0	0	0	69
Item 435179 3 Totals:	69	238,469	0	0	0	0	0	238,538
Item Number: 435179 4      Project Description: SR 292 BARRANCAS AVE @ SR 292 S PACE BOULEVARD LANDSCAPING      *NON-SIS*								
District: 03      County: ESCAMBIA      Type of Work: LANDSCAPING      Project Length: .382								
CONSTRUCTION / MANAGED BY FDOT								
DDR-DISTRICT DEDICATED REVENUE	0	292,182	0	0	0	0	0	292,182
DIH-STATE IN-HOUSE PRODUCT SUPPORT	0	5,905	0	0	0	0	0	5,905
DS-STATE PRIMARY HIGHWAYS & PTO	209	0	0	0	0	0	0	209
Item 435179 4 Totals:	209	298,087	0	0	0	0	0	298,296
Project Total:	321,963	536,556	0	0	0	0	0	858,519

Fund	<2016	2016	2017	2018	2019	2020	>2020	All Years
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Item Number: 435180 1		Project Description: SR 95 (US 29) STATELINE GATEWAY LANDSCAPING						*SIS*
District: 03	County: ESCAMBIA	Type of Work: LANDSCAPING		Project Length: 3.154				
CONSTRUCTION / MANAGED BY FDOT								
DDR-DISTRICT DEDICATED REVENUE	0	175,309	0	0	0	0	0	175,309
DIH-STATE IN-HOUSE PRODUCT SUPPORT	0	3,543	0	0	0	0	0	3,543
Item 435180 1 Totals:	0	178,852	0	0	0	0	0	178,852
Project Total:	0	178,852	0	0	0	0	0	178,852

Fund	<2016	2016	2017	2018	2019	2020	>2020	All Years
Item Number: 436271 1      Project Description: SR 30 (US98) E CHASE ST FROM SR 289 N 9TH AVE TO SR 196 BAYFRONT PKWY      *SIS*								
District: 03	County: ESCAMBIA	Type of Work: RESURFACING		Project Length: .335				
PRELIMINARY ENGINEERING / MANAGED BY FDOT								
DIH -STATE IN-HOUSE PRODUCT SUPPORT	6,000	26,684	0	0	0	0	0	32,684
CONSTRUCTION / MANAGED BY FDOT								
CM-CONGESTION MITIGATION - AQ	0	0	0	58,223	0	0	0	58,223
DIH -STATE IN-HOUSE PRODUCT SUPPORT	0	0	0	5,822	0	0	0	5,822
NHRE -NAT HWY PERFORM - RESURFACING	0	0	0	253,141	0	0	0	253,141
Item 436271 1 Totals:	6,000	26,684	0	317,186	0	0	0	349,870
Project Total:	6,000	26,684	0	317,186	0	0	0	349,870

Fund	<2016	2016	2017	2018	2019	2020	>2020	All Years
Item Number: 436272 1      Project Description: SR30/298 (US 98) LILLIAN HWY FROM PERDIDO BAY BR TO CR 297 DOG TRK RD      *NON-SIS*								
District: 03	County: ESCAMBIA	Type of Work: RESURFACING		Project Length:			3.402	
PRELIMINARY ENGINEERING / MANAGED BY FDOT								
DIH -STATE IN-HOUSE PRODUCT SUPPORT	1,000	54,476	0	0	0	0	0	55,476
CONSTRUCTION / MANAGED BY FDOT								
CM -CONGESTION MITIGATION - AQ	0	0	0	288,538	0	0	0	288,538
DIH -STATE IN-HOUSE PRODUCT SUPPORT	0	0	0	28,854	0	0	0	28,854

SA -STP, ANY AREA	0	0	0	1,697,282	0	0	0	1,697,282
Item 436272 1 Totals:	1,000	54,476	0	2,014,674	0	0	0	2,070,150
Project Total:	1,000	54,476	0	2,014,674	0	0	0	2,070,150

Fund	<2016	2016	2017	2018	2019	2020	>2020	All Years
Item Number: 436274 1 Project Description: SR 750 AIRPORT BOULEVARD FROM SR 95 (US 29) TO CR 95A N PALAFOX STREET *NON-SIS*								
District: 03 County: ESCAMBIA Type of Work: RESURFACING Project Length: .187								
PRELIMINARY ENGINEERING / MANAGED BY FDOT								
DIH -STATE IN-HOUSE PRODUCT SUPPORT	21,264	0	0	0	0	0	0	21,264
DS -STATE PRIMARY HIGHWAYS & PTO	6,536	0	0	0	0	0	0	6,536
CONSTRUCTION / MANAGED BY FDOT								
DDR -DISTRICT DEDICATED REVENUE	0	280,076	0	0	0	0	0	280,076
DIH -STATE IN-HOUSE PRODUCT SUPPORT	0	5,661	0	0	0	0	0	5,661
Item 436274 1 Totals:	27,800	285,737	0	0	0	0	0	313,537
Project Total:	27,800	285,737	0	0	0	0	0	313,537

Fund	<2016	2016	2017	2018	2019	2020	>2020	All Years
Item Number: 436614 1 Project Description: SR 298 LILIAN HWY FROM SR 727 N FAIRFIELD TO SR 295 NEW WARRINGTON *NON-SIS*								
District: 03 County: ESCAMBIA Type of Work: LIGHTING Project Length: 2.819								
PRELIMINARY ENGINEERING / MANAGED BY FDOT								
HSP -SAFETY (HIWAY SAFETY PROGRAM)	0	111,000	0	0	0	0	0	111,000
CONSTRUCTION / MANAGED BY FDOT								
HSP -SAFETY (HIWAY SAFETY PROGRAM)	0	0	0	906,360	0	0	0	906,360
Item 436614 1 Totals:	0	111,000	0	906,360	0	0	0	1,017,360
Project Total:	0	111,000	0	906,360	0	0	0	1,017,360

Fund	<2016	2016	2017	2018	2019	2020	>2020	All Years
Item Number: 436719 1 Project Description: SR 295 NEW WARRINGTON RD @ CR 298A JACKSON ST INTERSECTION *NON-SIS*								
District: 03 County: ESCAMBIA Type of Work: ADD TURN LANE(S) Project Length: .228								

PRELIMINARY ENGINEERING / MANAGED BY FDOT								
DIH -STATE IN-HOUSE PRODUCT SUPPORT	1,000	25,580	0	0	0	0	0	26,580
SU -STP, URBAN AREAS > 200K	0	265,800	0	0	0	0	0	265,800
CONSTRUCTION / MANAGED BY FDOT								
SU -STP, URBAN AREAS > 200K	0	0	0	589,624	0	0	0	589,624
Item 436719 1 Totals:	1,000	291,380	0	589,624	0	0	0	882,004
Project Total:	1,000	291,380	0	589,624	0	0	0	882,004

Fund	<2016	2016	2017	2018	2019	2020	>2020	All Years
Item Number: 436720 1      Project Description: SR 292 GULF BEACH HWY @ SR 727 FAIRFIELD DR INTERSECTION      *NON-SIS*								
District: 03      County: ESCAMBIA      Type of Work: ADD TURN LANE(S)      Project Length: .200								
PRELIMINARY ENGINEERING / MANAGED BY FDOT								
DIH -STATE IN-HOUSE PRODUCT SUPPORT	1,000	20,600	0	0	0	0	0	21,600
SU -STP, URBAN AREAS > 200K	0	216,000	0	0	0	0	0	216,000
RIGHT OF WAY / MANAGED BY FDOT								
DIH -STATE IN-HOUSE PRODUCT SUPPORT	0	0	20,000	0	0	0	0	20,000
SU -STP, URBAN AREAS > 200K	0	0	61,700	0	0	0	0	61,700
CONSTRUCTION / MANAGED BY FDOT								
SU -STP, URBAN AREAS > 200K	0	0	0	0	459,452	0	0	459,452
Item 436720 1 Totals:	1,000	236,600	81,700	0	459,452	0	0	778,752
Project Total:	1,000	236,600	81,700	0	459,452	0	0	778,752

Fund	<2016	2016	2017	2018	2019	2020	>2020	All Years
Item Number: 436724 1      Project Description: SR 10A (US 90) MOBILE HWY @ CR 99 BEULAH RD INTERSECTION      *NON-SIS*								
District: 03      County: ESCAMBIA      Type of Work: ROUNDABOUT      Project Length: .200								
PRELIMINARY ENGINEERING / MANAGED BY FDOT								
DDR -DISTRICT DEDICATED REVENUE	0	284,640	0	0	0	0	0	284,640
DIH -STATE IN-HOUSE PRODUCT SUPPORT	6,000	28,464	0	0	0	0	0	34,464

RIGHT OF WAY / MANAGED BY FDOT								
DDR-DISTRICT DEDICATED REVENUE	0	0	73,800	0	0	0	0	73,800
DIH-STATE IN-HOUSE PRODUCT SUPPORT	0	0	20,000	0	0	0	0	20,000
CONSTRUCTION / MANAGED BY FDOT								
DDR-DISTRICT DEDICATED REVENUE	0	0	0	896,093	0	0	0	896,093
DIH-STATE IN-HOUSE PRODUCT SUPPORT	0	0	0	16,756	0	0	0	16,756
Item 436724 1 Totals:	6,000	313,104	93,800	912,849	0	0	0	1,325,753
Project Total:	6,000	313,104	93,800	912,849	0	0	0	1,325,753

Fund	<2016	2016	2017	2018	2019	2020	>2020	All Years
Item Number: 436739 1      Project Description: ESCAMBIA COUNTY JPAS FOR TRAFFIC SIGNALS ON-SYSTEM ROADWAYS      *NON-SIS*								
District: 03      County: ESCAMBIA      Type of Work: TRAFFIC SIGNALS      Project Length: .000								
OPERATIONS / RESPONSIBLE AGENCY NOT AVAILABLE								
DDR-DISTRICT DEDICATED REVENUE	0	3,040	738,180	773,225	809,710	847,689	0	3,171,844
DITS-STATEWIDE ITS - STATE 100%.	0	701,480	0	0	0	0	0	701,480
Item 436739 1 Totals:	0	704,520	738,180	773,225	809,710	847,689	0	3,873,324
Project Total:	0	704,520	738,180	773,225	809,710	847,689	0	3,873,324

Fund	<2016	2016	2017	2018	2019	2020	>2020	All Years
Item Number: 437080 1      Project Description: SR 8A (I-110) FROM SR 30 (US 98) EAST CHASE STREET TO SR 8 (I-10)      *SIS*								
District: 03      County: ESCAMBIA      Type of Work: CORRIDOR/SUBAREA PLANNING      Project Length: 6.341								
PLANNING / MANAGED BY FDOT								
ACNP-ADVANCE CONSTRUCTION NHPP	0	300,000	0	0	0	0	0	300,000
Item 437080 1 Totals:	0	300,000	0	0	0	0	0	300,000
Project Total:	0	300,000	0	0	0	0	0	300,000

Fund	<2016	2016	2017	2018	2019	2020	>2020	All Years
Item Number: 437085 1      Project Description: CR 292A BAUER ROAD FROM GULF BEACH HWY TO SR 292 SORRENTO ROAD      *NON-SIS*								

District: 03	County: ESCAMBIA	Type of Work: PAVE SHOULDERS				Project Length:	1.306
PRELIMINARY ENGINEERING / MANAGED BY FRANKLIN COUNTY BOARD OF COUNTY							
TALU -TRANSPORTATION ALTS- >200K	0	39,093	0	0	0	0	39,093
CONSTRUCTION / MANAGED BY FRANKLIN COUNTY BOARD OF COUNTY							
TALT -TRANSPORTATION ALTS- ANY AREA	0	0	2,705	0	0	0	2,705
TALU -TRANSPORTATION ALTS- >200K	0	0	426,676	0	0	0	426,676
Item 437085 1 Totals:	0	39,093	429,381	0	0	0	468,474
Project Total:	0	39,093	429,381	0	0	0	468,474

Fund	<2016	2016	2017	2018	2019	2020	>2020	All Years
Item Number: 220412 2 Project Description: SR 10 (US 90) SR 281 AVALON BOULEVARD TO SR 87 *NON-SIS*								
District: 03	County: SANTA ROSA	Type of Work: PRELIM ENG FOR FUTURE CAPACITY					Project Length:	5.196
PRELIMINARY ENGINEERING / MANAGED BY FDOT								
-TOTAL OUTSIDE YEARS	1,993,692	0	0	0	0	0	0	1,993,692
LOCAL ADVANCE REIMBURSE / MANAGED BY FDOT								
-TOTAL OUTSIDE YEARS	2,138,745	0	0	0	0	0	0	2,138,745
Item 220412 2 Totals:	4,132,437	0	0	0	0	0	0	4,132,437
Item Number: 220412 4 Project Description: SR 281 AVALON BLVD FROM SR 8 (I-10) TO N OF CSX R/R BRIDGE *NON-SIS*								
District: 03	County: SANTA ROSA	Type of Work: ADD LANES & RECONSTRUCT					Project Length:	2.330
PRELIMINARY ENGINEERING / MANAGED BY FDOT								
-TOTAL OUTSIDE YEARS	500	0	0	0	0	0	0	500
Item 220412 4 Totals:	500	0	0	0	0	0	0	500
Item Number: 220412 5 Project Description: SR 281 AVALON BLVD FROM COMMERCE ROAD TO SR 10 (US 90) *NON-SIS*								
District: 03	County: SANTA ROSA	Type of Work: ADD LANES & RECONSTRUCT					Project Length:	1.811
RAILROAD & UTILITIES / MANAGED BY FDOT								
-TOTAL OUTSIDE YEARS	428,214	0	0	0	0	0	0	428,214
CONSTRUCTION / MANAGED BY FDOT								
-TOTAL OUTSIDE YEARS	11,395,535	0	0	0	0	0	0	11,395,535
Item 220412 5 Totals:	11,823,749	0	0	0	0	0	0	11,823,749
Item Number: 220412 6 Project Description: SR 281 AVALON BLVD FROM N OF CSX R/R BRIDGE TO S OF COMMERCE ROAD *NON-SIS*								
District: 03	County: SANTA ROSA	Type of Work: ADD LANES & RECONSTRUCT					Project Length:	.984
RAILROAD & UTILITIES / MANAGED BY FDOT								
-TOTAL OUTSIDE YEARS	75,598	0	0	0	0	0	0	75,598

CONSTRUCTION / MANAGED BY FDOT								
-TOTAL OUTSIDE YEARS	8,112,152	0	0	0	0	0	0	8,112,152
Item 220412 6 Totals:	8,187,750	0	0	0	0	0	0	8,187,750
Item Number: 220412 7	Project Description: SR 281 AVALON BLVD FROM S OF MOOR'S LODGE TO N OF CSX R/R BRIDGE						*NON-SIS*	
District: 03	County: SANTA ROSA	Type of Work: ADD LANES & RECONSTRUCT				Project Length: 1.481		
PRELIMINARY ENGINEERING / MANAGED BY FDOT								
-TOTAL OUTSIDE YEARS	1,666	0	0	0	0	0	0	1,666
RAILROAD & UTILITIES / MANAGED BY FDOT								
-TOTAL OUTSIDE YEARS	1,106,357	0	0	0	0	0	0	1,106,357
CONSTRUCTION / MANAGED BY FDOT								
-TOTAL OUTSIDE YEARS	15,813,918	0	0	0	0	0	0	15,813,918
ENVIRONMENTAL / MANAGED BY FDOT								
-TOTAL OUTSIDE YEARS	317,559	0	0	0	0	0	0	317,559
Item 220412 7 Totals:	17,239,500	0	0	0	0	0	0	17,239,500
Item Number: 220412 8	Project Description: SR 281 AVALON BLVD FROM SR 8 (I-10) TO S OF MOOR'S LODGE						*NON-SIS*	
District: 03	County: SANTA ROSA	Type of Work: ADD LANES & RECONSTRUCT				Project Length: .905		
PRELIMINARY ENGINEERING / MANAGED BY FDOT								
-TOTAL OUTSIDE YEARS	1,666	0	0	0	0	0	0	1,666
CONSTRUCTION / MANAGED BY FDOT								
-TOTAL OUTSIDE YEARS	13,002,412	0	0	0	0	0	0	13,002,412
Item 220412 8 Totals:	13,004,078	0	0	0	0	0	0	13,004,078
Project Total:	54,388,014	0	0	0	0	0	0	54,388,014

Fund	<2016	2016	2017	2018	2019	2020	>2020	All Years
Item Number: 220405 1	Project Description: SR 87 FROM END OF 4 LANE MILTON TO END OF CLEAR CRK BR.						*NON-SIS*	
District: 03	County: SANTA ROSA	Type of Work: ADD LANES & RECONSTRUCT				Project Length:		4.526
PRELIMINARY ENGINEERING / MANAGED BY FDOT								
-TOTAL OUTSIDE YEARS	98,491	0	0	0	0	0	0	98,491
RIGHT OF WAY / MANAGED BY FDOT								
-TOTAL OUTSIDE YEARS	3,415,356	0	0	0	0	0	0	3,415,356
RAILROAD & UTILITIES / MANAGED BY FDOT								
-TOTAL OUTSIDE YEARS	773,160	0	0	0	0	0	0	773,160
CONSTRUCTION / MANAGED BY FDOT								
-TOTAL OUTSIDE YEARS	11,584,152	0	0	0	0	0	0	11,584,152
Item 220405 1 Totals:	15,871,159	0	0	0	0	0	0	15,871,159
Item Number: 220442 4	Project Description: SR 87 FROM EGLIN AFB BOUNDARY TO 2 MI S YELLOW RIVER BR						*SIS*	

District: 03		County: SANTA ROSA		Type of Work: ADD LANES & RECONSTRUCT			Project Length:		16.287
PRELIMINARY ENGINEERING / MANAGED BY FDOT									
-TOTAL OUTSIDE YEARS	3,861,932	0	0	0	0	0	0	3,861,932	
RIGHT OF WAY / MANAGED BY FDOT									
-TOTAL OUTSIDE YEARS	1,430,360	0	0	0	0	0	0	1,430,360	
CONSTRUCTION / MANAGED BY FDOT									
-TOTAL OUTSIDE YEARS	21,489,326	0	0	0	0	0	0	21,489,326	
Item 220442 4 Totals:	26,781,618	0	0	0	0	0	0	26,781,618	
Item Number: 220442 5		Project Description: SR 87 FROM CR 184 TO SR 10 (US 90)					*SIS*		
District: 03	County: SANTA ROSA	Type of Work: ADD LANES & RECONSTRUCT			Project Length:			3.686	
PRELIMINARY ENGINEERING / MANAGED BY FDOT									
-TOTAL OUTSIDE YEARS	2,095,031	0	0	0	0	0	0	2,095,031	
RIGHT OF WAY / MANAGED BY FDOT									
-TOTAL OUTSIDE YEARS	7,924,969	0	0	0	0	0	0	7,924,969	
RAILROAD & UTILITIES / MANAGED BY FDOT									
-TOTAL OUTSIDE YEARS	822,113	0	0	0	0	0	0	822,113	
CONSTRUCTION / MANAGED BY FDOT									
-TOTAL OUTSIDE YEARS	19,781,982	0	0	0	0	0	0	19,781,982	
Item 220442 5 Totals:	30,624,095	0	0	0	0	0	0	30,624,095	
Item Number: 220442 7		Project Description: SR 87 FROM 2 MILES SOUTH OF YELLOW RIVER TO CR 184					*SIS*		
District: 03	County: SANTA ROSA	Type of Work: ADD LANES & RECONSTRUCT			Project Length:			4.156	
PRELIMINARY ENGINEERING / MANAGED BY FDOT									
DS -STATE PRIMARY HIGHWAYS & PTO	358	0	0	0	0	0	0	358	
RAILROAD & UTILITIES / MANAGED BY FDOT									
DS -STATE PRIMARY HIGHWAYS & PTO	0	762,650	0	0	0	0	0	762,650	
CONSTRUCTION / MANAGED BY FDOT									
DI -ST. - S/W INTER/INTRASTATE HWY	0	33,196,643	0	0	0	0	0	33,196,643	
DIH -STATE IN-HOUSE PRODUCT SUPPORT	0	299,843	0	0	0	0	0	299,843	
DS -STATE PRIMARY HIGHWAYS & PTO	358	0	0	0	0	0	0	358	
ENVIRONMENTAL / MANAGED BY FDOT									
DEMW -ENVIRONMEN MITIGATION-WETLANDS	1,362,582	0	0	0	0	0	0	1,362,582	
DS -STATE PRIMARY HIGHWAYS & PTO	5,600	0	0	0	0	0	0	5,600	
Item 220442 7 Totals:	1,368,898	34,259,136	0	0	0	0	0	35,628,034	

Item Number: 416748 1		Project Description: SR 87 FROM S END OF CLEAR CK BR TO ALABAMA STATE LINE						*NON-SIS*
District: 03	County: SANTA ROSA	Type of Work: PD&E/EMO STUDY				Project Length:		42.464
P D & E / MANAGED BY FDOT								
-TOTAL OUTSIDE YEARS	1,695,636	0	0	0	0	0	0	1,695,636
Item 416748 1 Totals:	1,695,636	0	0	0	0	0	0	1,695,636
Item Number: 416748 2		Project Description: SR 87 FROM END OF 4 LANE TO S OF COLDWATER CREEK						*NON-SIS*
District: 03	County: SANTA ROSA	Type of Work: PRELIM ENG FOR FUTURE CAPACITY				Project Length:		5.447
PRELIMINARY ENGINEERING / MANAGED BY FDOT								
-TOTAL OUTSIDE YEARS	3,068,583	0	0	0	0	0	0	3,068,583
Item 416748 2 Totals:	3,068,583	0	0	0	0	0	0	3,068,583
Item Number: 416748 3		Project Description: SR 87S / SR 87N CONNECTOR NEW ALIGNMENT						*NON-SIS*
District: 03	County: SANTA ROSA	Type of Work: PRELIM ENG FOR FUTURE CAPACITY				Project Length:		13.949
P D & E / MANAGED BY FDOT								
DIH -STATE IN-HOUSE PRODUCT SUPPORT	122,483	0	0	0	0	0	0	122,483
DS -STATE PRIMARY HIGHWAYS & PTO	12,848	0	0	0	0	0	0	12,848
EB -EQUITY BONUS	65,225	0	0	0	0	0	0	65,225
HPP -HIGH PRIORITY PROJECTS	2,131,399	0	0	0	0	0	0	2,131,399
S129 -STP EARMARKS - 2008	430,884	0	0	0	0	0	0	430,884
TCSP -TRANS, COMMUNITY & SYSTEM PRES	2,587	0	0	0	0	0	0	2,587
PRELIMINARY ENGINEERING / MANAGED BY FDOT								
DIH -STATE IN-HOUSE PRODUCT SUPPORT	0	0	0	0	43,309	0	0	43,309
SA -STP, ANY AREA	0	0	0	0	4,330,931	0	0	4,330,931
Item 416748 3 Totals:	2,765,426	0	0	0	4,374,240	0	0	7,139,666
Item Number: 416748 4		Project Description: SR 87 PD&E STUDY - EXPANSION						*NON-SIS*
District: 03	County: SANTA ROSA	Type of Work: PD&E/EMO STUDY				Project Length:		25.350
P D & E / MANAGED BY FDOT								
-TOTAL OUTSIDE YEARS	2,615,695	0	0	0	0	0	0	2,615,695
Item 416748 4 Totals:	2,615,695	0	0	0	0	0	0	2,615,695
Item Number: 416748 5		Project Description: SR 87 FROM S OF COLDWATER CREEK TO CR 178/VAN JERNIGAN						*NON-SIS*
District: 03	County: SANTA ROSA	Type of Work: PRELIM ENG FOR FUTURE CAPACITY				Project Length:		7.390
PRELIMINARY ENGINEERING / MANAGED BY FDOT								
-TOTAL OUTSIDE YEARS	2,664,600	0	0	0	0	0	0	2,664,600



Item 416748 5 Totals:		2,664,600	0	0	0	0	0	0	2,664,600
Item Number: 416748 6		Project Description: SR 87 FROM CR 178/VAN JERNIGAN TO NORTH OF SR 4						*NON-SIS*	
District: 03	County: SANTA ROSA	Type of Work: PRELIM ENG FOR FUTURE CAPACITY				Project Length:		5.158	
PRELIMINARY ENGINEERING / MANAGED BY FDOT									
-TOTAL OUTSIDE YEARS	2,504,985	0	0	0	0	0	0	2,504,985	
Item 416748 6 Totals:		2,504,985	0	0	0	0	0	2,504,985	
Item Number: 416748 7		Project Description: SR 87 FROM N OF SR 4 TO ALABAMA STATE LINE						*NON-SIS*	
District: 03	County: SANTA ROSA	Type of Work: PRELIM ENG FOR FUTURE CAPACITY				Project Length:		13.534	
PRELIMINARY ENGINEERING / MANAGED BY FDOT									
-TOTAL OUTSIDE YEARS	3,313,428	0	0	0	0	0	0	3,313,428	
Item 416748 7 Totals:		3,313,428	0	0	0	0	0	3,313,428	
Project Total:		93,274,123	34,259,136	0	0	4,374,240	0	0	131,907,499

Fund	<2016	2016	2017	2018	2019	2020	>2020	All Years
Item Number: 220426 2      Project Description: SR 30 (US 98) GULF BREEZE PKWY FROM PORTSIDE DRIVE TO OKALOOSA CO LINE      *NON-SIS*								
District: 03	County: SANTA ROSA	Type of Work: PD&E/EMO STUDY				Project Length:		15.914
P D & E / MANAGED BY FDOT								
DIH -STATE IN-HOUSE PRODUCT SUPPORT	0	28,000	0	0	0	0	0	28,000
DS -STATE PRIMARY HIGHWAYS & PTO	0	2,800,000	0	0	0	0	0	2,800,000
Item 220426 2 Totals:	0	2,828,000	0	0	0	0	0	2,828,000
Project Total:	0	2,828,000	0	0	0	0	0	2,828,000

Fund	<2016	2016	2017	2018	2019	2020	>2020	All Years
Item Number: 220436 3      Project Description: SR 10 (US 90) FROM ESCAMBIA COUNTY LINE TO GLOVER LANE      *NON-SIS*								
District: 03	County: SANTA ROSA	Type of Work: PD&E/EMO STUDY				Project Length:		10.164
P D & E / MANAGED BY FDOT								
DIH -STATE IN-HOUSE PRODUCT SUPPORT	0	22,222	0	0	0	0	0	22,222
DS -STATE PRIMARY HIGHWAYS & PTO	0	2,222,222	0	0	0	0	0	2,222,222
Item 220436 3 Totals:	0	2,244,444	0	0	0	0	0	2,244,444
Project Total:	0	2,244,444	0	0	0	0	0	2,244,444

Fund	<2016	2016	2017	2018	2019	2020	>2020	All Years
Item Number: 220440 1      Project Description: SR 30 (US 98) FROM BAYSHORE ROAD TO PORTSIDE DRIVE      *NON-SIS*								
District: 03      County: SANTA ROSA      Type of Work: RIGHT OF WAY - FUTURE CAPACITY      Project Length: 8.506								
PRELIMINARY ENGINEERING / MANAGED BY FDOT								
DDR-DISTRICT DEDICATED REVENUE	640,573	0	0	0	0	0	0	640,573
DIH-STATE IN-HOUSE PRODUCT SUPPORT	415,426	0	0	0	0	0	0	415,426
DS-STATE PRIMARY HIGHWAYS & PTO	139,768	0	0	0	0	0	0	139,768
SU-STP, URBAN AREAS > 200K	3,521,251	0	0	0	0	0	0	3,521,251
RIGHT OF WAY / MANAGED BY FDOT								
DDR-DISTRICT DEDICATED REVENUE	948,480	1,000,000	0	0	0	0	0	1,948,480
DIH-STATE IN-HOUSE PRODUCT SUPPORT	142,482	75,000	40,000	0	0	0	0	257,482
DS-STATE PRIMARY HIGHWAYS & PTO	3,401,070	715,500	1,050,000	0	0	0	0	5,166,570
Item 220440 1 Totals:	9,209,050	1,790,500	1,090,000	0	0	0	0	12,089,550
Project Total:	9,209,050	1,790,500	1,090,000	0	0	0	0	12,089,550

Fund	<2016	2016	2017	2018	2019	2020	>2020	All Years
Item Number: 405015 1      Project Description: TOLL OPS SR 281 GARCON POINT @ EAST BAY BRIDGE NO. 580174      *NON-SIS*								
District: 03      County: SANTA ROSA      Type of Work: TOLL COLLECTION      Project Length: 3.496								
OPERATIONS / MANAGED BY FDOT								
TOBC -GARCON POINT BRIDGE	15,027,456	1,446,533	1,411,533	1,446,533	1,461,533	1,462,000	0	22,255,588
Item 405015 1 Totals:	15,027,456	1,446,533	1,411,533	1,446,533	1,461,533	1,462,000	0	22,255,588
Project Total:	15,027,456	1,446,533	1,411,533	1,446,533	1,461,533	1,462,000	0	22,255,588

Fund	<2016	2016	2017	2018	2019	2020	>2020	All Years
Item Number: 407478 1      Project Description: SANTA ROSA COUNTY COUNTYWIDE GUARDRAIL PROJECT      *NON-SIS*								
District: 03      County: SANTA ROSA      Type of Work: GUARDRAIL      Project Length: 2.000								
PRELIMINARY ENGINEERING / MANAGED BY FDOT								
-TOTAL OUTSIDE YEARS	17,893	0	0	0	0	0	0	17,893

CONSTRUCTION / MANAGED BY FDOT								
-TOTAL OUTSIDE YEARS	577,963	0	0	0	0	0	0	577,963
Item 407478 1 Totals:	595,856	0	0	0	0	0	0	595,856
Item Number: 407478 2 Project Description: SANTA ROSA COUNTY BR RAILING REPLACEMENTS BR NOS. 580002 04 05 07 *NON-SIS*								
District: 03	County: SANTA ROSA	Type of Work: BRIDGE-REPAIR/REHABILITATION				Project Length: 3.974		
PRELIMINARY ENGINEERING / MANAGED BY FDOT								
-TOTAL OUTSIDE YEARS	9,026	0	0	0	0	0	0	9,026
CONSTRUCTION / MANAGED BY FDOT								
-TOTAL OUTSIDE YEARS	1,411,931	0	0	0	0	0	0	1,411,931
Item 407478 2 Totals:	1,420,957	0	0	0	0	0	0	1,420,957
Item Number: 407478 3 Project Description: SR 10 (US 90) SANTA ROSA CO BR. REHAB BRIDGE NOS. 580005, 07 *NON-SIS*								
District: 03	County: SANTA ROSA	Type of Work: BRIDGE-REPAIR/REHABILITATION				Project Length: .896		
PRELIMINARY ENGINEERING / MANAGED BY FDOT								
-TOTAL OUTSIDE YEARS	54,142	0	0	0	0	0	0	54,142
CONSTRUCTION / MANAGED BY FDOT								
-TOTAL OUTSIDE YEARS	271,523	0	0	0	0	0	0	271,523
Item 407478 3 Totals:	325,665	0	0	0	0	0	0	325,665
Item Number: 407478 4 Project Description: SR 10 (US 90) SANTA ROSA CO BR. REHAB BRIDGE NOS. 580004, 07 *NON-SIS*								
District: 03	County: SANTA ROSA	Type of Work: BRIDGE-REPAIR/REHABILITATION				Project Length: 1.091		
PRELIMINARY ENGINEERING / MANAGED BY FDOT								
BRRP -STATE BRIDGE REPAIR & REHAB	43,350	0	0	0	0	0	0	43,350
DIH -STATE IN-HOUSE PRODUCT SUPPORT	2,053	0	0	0	0	0	0	2,053
DS -STATE PRIMARY HIGHWAYS & PTO	30,182	0	0	0	0	0	0	30,182
CONSTRUCTION / MANAGED BY FDOT								
BRRP -STATE BRIDGE REPAIR & REHAB	0	126,084	0	0	0	0	0	126,084
DIH -STATE IN-HOUSE PRODUCT SUPPORT	0	1,181	0	0	0	0	0	1,181
Item 407478 4 Totals:	75,585	127,265	0	0	0	0	0	202,850
Project Total:	2,418,063	127,265	0	0	0	0	0	2,545,328

Fund	<2016	2016	2017	2018	2019	2020	>2020	All Years
Item Number: 409792 1 Project Description: SR 10 (US 90) CORRIDOR MANAGEMENT IMPROVEMENT PROJECTS *NON-SIS*								

District: 03	County: SANTA ROSA	Type of Work: CORRIDOR/SUBAREA PLANNING	Project Length: 27.923
CONSTRUCTION / RESPONSIBLE AGENCY NOT AVAILABLE			
-TOTAL OUTSIDE YEARS	1,527,924	0	0
Item 409792 1 Totals:	1,527,924	0	0
Item Number: 409792 2	Project Description: SR 30 (US 98) CORRIDOR MANAGEMENT IMPROVEMENT PROJECTS	*NON-SIS*	
District: 03	County: SANTA ROSA	Type of Work: CORRIDOR/SUBAREA PLANNING	Project Length: 24.005
CONSTRUCTION / RESPONSIBLE AGENCY NOT AVAILABLE			
-TOTAL OUTSIDE YEARS	4,250,000	0	0
Item 409792 2 Totals:	4,250,000	0	0
Item Number: 409792 8	Project Description: SANTA ROSA COUNTY PLANNING STUDIES UPDATES SR30 (US98) & SR10 (US90)	*NON-SIS*	
District: 03	County: SANTA ROSA	Type of Work: CORRIDOR/SUBAREA PLANNING	Project Length: 24.000
PLANNING / RESPONSIBLE AGENCY NOT AVAILABLE			
-TOTAL OUTSIDE YEARS	299,246	0	0
Item 409792 8 Totals:	299,246	0	0
Project Total:	6,077,170	0	0

Fund	<2016	2016	2017	2018	2019	2020	>2020	All Years
Item Number: 413062 2      Project Description: SR 8 (I-10) FROM ESCAMBIA COUNTY LINE TO W OF SR 281 AVALON BVD      *SIS*								
District: 03      County: SANTA ROSA	Type of Work: PRELIM ENG FOR FUTURE CAPACITY			Project Length: 5.152				
P D & E / MANAGED BY FDOT								
-TOTAL OUTSIDE YEARS	7,042	0	0	0	0	0	0	7,042
Item 413062 2 Totals:	7,042	0	0	0	0	0	0	7,042
Item Number: 413062 3      Project Description: SR 8 (I-10) FROM ESCAMBIA BAY BRIDGE TO E SR 281 AVALON BLVD      *SIS*								
District: 03      County: SANTA ROSA	Type of Work: ADD LANES & RECONSTRUCT			Project Length: 4.186				
P D & E / MANAGED BY FDOT								
DI -ST. - S/W INTER/INTRASTATE HWY	317,869	0	0	0	0	0	0	317,869
DIH -STATE IN-HOUSE PRODUCT SUPPORT	25,659	0	0	0	0	0	0	25,659
PRELIMINARY ENGINEERING / MANAGED BY FDOT								
ACNH -ADVANCE CONSTRUCTION (NH)	1,690,626	0	0	0	0	0	0	1,690,626
ACNP -ADVANCE CONSTRUCTION NHPP	4,109	0	0	0	0	0	0	4,109
DDR -DISTRICT DEDICATED REVENUE	3,324	0	0	0	0	0	0	3,324

DIH -STATE IN-HOUSE PRODUCT SUPPORT	76,214	0	0	0	0	0	0	76,214
DS -STATE PRIMARY HIGHWAYS & PTO	27,586	0	0	0	0	0	0	27,586
NHPP -IM, BRDG REPL, NATNL HWY-MAP21	1,528,840	0	0	0	0	0	0	1,528,840
ENVIRONMENTAL / MANAGED BY FDOT								
DI -ST. - S/W INTER/INTRASTATE HWY	0	1,923,295	0	0	0	0	0	1,923,295
DESIGN BUILD / MANAGED BY FDOT								
DI -ST. - S/W INTER/INTRASTATE HWY	35,231,672	0	0	0	0	0	0	35,231,672
DIH -STATE IN-HOUSE PRODUCT SUPPORT	94,786	0	0	0	0	0	0	94,786
GMR -GROWTH MANAGEMENT FOR SIS	1,080,521	0	0	0	0	0	0	1,080,521
Item 413062 3 Totals:	40,081,206	1,923,295	0	0	0	0	0	42,004,501
Project Total:	40,088,248	1,923,295	0	0	0	0	0	42,011,543

Fund	<2016	2016	2017	2018	2019	2020	>2020	All Years
Item Number: 415365 5                      Project Description: CR 399 NAVARRE BRIDGE BRIDGE NO. 580951                      *NON-SIS*								
District: 03                      County: SANTA ROSA                      Type of Work: TOLL PLAZA                      Project Length:	.511							
PRELIMINARY ENGINEERING / MANAGED BY FDOT								
-TOTAL OUTSIDE YEARS	1	0	0	0	0	0	0	1
Item 415365 5 Totals:	1	0	0	0	0	0	0	1
Item Number: 415365 7                      Project Description: SR 281 GARCON POINT BRIDGE BRIDGE NO. 580174                      *NON-SIS*								
District: 03                      County: SANTA ROSA                      Type of Work: TOLL PLAZA                      Project Length:	3.496							
PRELIMINARY ENGINEERING / MANAGED BY FDOT								
DSBC -GARCON POINT BRIDGE	211,969	54,259	54,259	54,259	54,259	54,259	0	483,264
Item 415365 7 Totals:	211,969	54,259	54,259	54,259	54,259	54,259	0	483,264
Project Total:	211,970	54,259	54,259	54,259	54,259	54,259	0	483,265

Fund	<2016	2016	2017	2018	2019	2020	>2020	All Years
Item Number: 422907 1      Project Description: SR 10 (US 90) OVER MACAVIS BAYOU BRIDGE NO. 580013      *NON-SIS*								
District: 03      County: SANTA ROSA      Type of Work: BRIDGE REPLACEMENT      Project Length: 1.014								
PRELIMINARY ENGINEERING / MANAGED BY FDOT								

-TOTAL OUTSIDE YEARS	2,142,977	0	0	0	0	0	0	2,142,977
RIGHT OF WAY / MANAGED BY FDOT								
-TOTAL OUTSIDE YEARS	333,646	0	0	0	0	0	0	333,646
CONSTRUCTION / MANAGED BY FDOT								
-TOTAL OUTSIDE YEARS	8,431,012	0	0	0	0	0	0	8,431,012
Item 422907 1 Totals:	10,907,635	0	0	0	0	0	0	10,907,635
Item Number: 422907 2	Project Description: SR 10 (US 90) OVER MACAVIS BAYOU BRIDGE LANDSCAPING						*NON-SIS*	
District: 03	County: SANTA ROSA	Type of Work: LANDSCAPING				Project Length: .507		
CONSTRUCTION / MANAGED BY FDOT								
DDR -DISTRICT DEDICATED REVENUE	0	0	323,798	0	0	0	0	323,798
DIH -STATE IN-HOUSE PRODUCT SUPPORT	0	0	6,055	0	0	0	0	6,055
Item 422907 2 Totals:	0	0	329,853	0	0	0	0	329,853
Project Total:	10,907,635	0	329,853	0	0	0	0	11,237,488

Fund	<2016	2016	2017	2018	2019	2020	>2020	All Years
Item Number: 431883 1      Project Description: SR 30/10 (US 98/90) CORRIDOR MANAGEMENT IMPROVEMENT PROJECTS      *NON-SIS*								
District: 03      County: SANTA ROSA	Type of Work: CORRIDOR/SUBAREA PLANNING			Project Length: 1.000				
Extra Description: WORK SPLIT OUT TO SEGMENTS 1, 2, & 3; FUNDS SPLIT EQUALLY AMONG SEGMENTS OF \$225,000 EACH								
PRELIMINARY ENGINEERING / MANAGED BY FDOT								
ACSA -ADVANCE CONSTRUCTION (SA)	225,000	0	0	0	0	0	0	225,000
DIH -STATE IN-HOUSE PRODUCT SUPPORT	2,250	0	0	0	0	0	0	2,250
CONSTRUCTION / MANAGED BY FDOT								
DIH -STATE IN-HOUSE PRODUCT SUPPORT	0	0	9,377	0	0	0	0	9,377
SU -STP, URBAN AREAS > 200K	0	0	1,392,097	0	0	0	0	1,392,097
Item 431883 1 Totals:	227,250	0	1,401,474	0	0	0	0	1,628,724
Item Number: 431883 2      Project Description: SR 10 (US 90) CORRIDOR MANAGEMENT IMPROVEMENT PROJECTS      *NON-SIS*								
District: 03      County: SANTA ROSA	Type of Work: CORRIDOR/SUBAREA PLANNING			Project Length: 27.772				
Extra Description: WORK SPLIT OUT TO SEGMENTS 1, 2, & 3; FUNDS SPLIT EQUALLY AMONG SEGMENTS OF \$225,000 EACH								
PRELIMINARY ENGINEERING / MANAGED BY FDOT								
ACSA -ADVANCE CONSTRUCTION (SA)	225,000	0	0	0	0	0	0	225,000
DIH -STATE IN-HOUSE	2,250	0	0	0	0	0	0	2,250

PRODUCT SUPPORT									
CONSTRUCTION / MANAGED BY FDOT									
SU -STP, URBAN AREAS > 200K	0	0	0	1,400,085	0	0	0	1,400,085	
Item 431883 2 Totals:	227,250	0	0	1,400,085	0	0	0	1,627,335	
Item Number: 431883 3	Project Description: SR 30 (US 98) CORRIDOR MANAGEMENT IMPROVEMENT PROJECTS							*NON-SIS*	
District: 03	County: SANTA ROSA	Type of Work: CORRIDOR/SUBAREA PLANNING				Project Length:		24.005	
Extra Description: WORK SPLIT OUT TO SEGMENTS 1, 2, & 3; FUNDS SPLIT EQUALLY AMONG SEGMENTS OF \$225,000 EACH									
PRELIMINARY ENGINEERING / MANAGED BY FDOT									
ACSA -ADVANCE CONSTRUCTION (SA)	225,000	0	0	0	0	0	0	225,000	
DIH -STATE IN-HOUSE PRODUCT SUPPORT	2,250	0	0	0	0	0	0	2,250	
CONSTRUCTION / MANAGED BY FDOT									
SU -STP, URBAN AREAS > 200K	0	0	0	0	1,436,363	0	0	1,436,363	
Item 431883 3 Totals:	227,250	0	0	0	1,436,363	0	0	1,663,613	
Item Number: 431883 4	Project Description: SR 10 (US 90) CORRIDOR MANAGEMENT IMPROVEMENT PROJECTS							*NON-SIS*	
District: 03	County: SANTA ROSA	Type of Work: CORRIDOR/SUBAREA PLANNING				Project Length:		8.509	
PRELIMINARY ENGINEERING / MANAGED BY FDOT									
SU -STP, URBAN AREAS > 200K	0	440,000	0	0	0	0	0	440,000	
CONSTRUCTION / MANAGED BY FDOT									
SU -STP, URBAN AREAS > 200K	0	0	0	0	0	1,065,677	0	1,065,677	
Item 431883 4 Totals:	0	440,000	0	0	0	1,065,677	0	1,505,677	
Item Number: 431883 5	Project Description: SR 30 (US 98) CORRIDOR MANAGEMENT IMPROVEMENT PROJECTS							*NON-SIS*	
District: 03	County: SANTA ROSA	Type of Work: CORRIDOR/SUBAREA PLANNING				Project Length:		24.005	
PRELIMINARY ENGINEERING / MANAGED BY FDOT									
SU -STP, URBAN AREAS > 200K	0	440,000	0	0	0	0	0	440,000	
CONSTRUCTION / MANAGED BY FDOT									
SU -STP, URBAN AREAS > 200K	0	0	0	0	0	1,065,677	0	1,065,677	
Item 431883 5 Totals:	0	440,000	0	0	0	1,065,677	0	1,505,677	
Project Total:		681,750	880,000	1,401,474	1,400,085	1,436,363	2,131,354	0	7,931,026

Fund	<2016	2016	2017	2018	2019	2020	>2020	All Years
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Item Number: 432736 1	Project Description: SR 8 (I-10) FROM EAST OF SR 87 TO OKALOOSA COUNTY LINE							*SIS*
District: 03	County: SANTA ROSA	Type of Work: RESURFACING		Project Length:		10.673		
PRELIMINARY ENGINEERING / MANAGED BY FDOT								
DIH -STATE IN-HOUSE PRODUCT SUPPORT	22,045	0	0	0	0	0	0	22,045
DS -STATE PRIMARY HIGHWAYS & PTO	15,817	0	0	0	0	0	0	15,817
NHPP -IM, BRDG REPL, NATNL HWY-MAP21	682,996	0	0	0	0	0	0	682,996
CONSTRUCTION / MANAGED BY FDOT								
ACNP -ADVANCE CONSTRUCTION NHPP	0	12,928,719	0	0	0	0	0	12,928,719
DIH -STATE IN-HOUSE PRODUCT SUPPORT	0	230,549	0	0	0	0	0	230,549
Item 432736 1 Totals:	720,858	13,159,268	0	0	0	0	0	13,880,126
Project Total:	720,858	13,159,268	0	0	0	0	0	13,880,126

Fund	<2016	2016	2017	2018	2019	2020	>2020	All Years
Item Number: 433575 1      Project Description: OLD US 90 FROM BLACKWATER HERITAGE TRAIL TO HENRY STREET      *NON-SIS*								
District: 03	County: SANTA ROSA	Type of Work: BIKE PATH/TRAIL		Project Length:		.750		
PRELIMINARY ENGINEERING / MANAGED BY SANTA ROSA CNTY BOCC								
SE -STP, ENHANCEMENT	28,200	0	0	0	0	0	0	28,200
CONSTRUCTION / MANAGED BY SANTA ROSA CNTY BOCC								
TALU -TRANSPORTATION ALTS- >200K	0	311,245	0	0	0	0	0	311,245
Item 433575 1 Totals:	28,200	311,245	0	0	0	0	0	339,445
Project Total:	28,200	311,245	0	0	0	0	0	339,445

Fund	<2016	2016	2017	2018	2019	2020	>2020	All Years
Item Number: 434668 1      Project Description: SR 399 AND SR 30 (US 98) RAMPS RESURFACING      *NON-SIS*								
District: 03	County: SANTA ROSA	Type of Work: RESURFACING		Project Length: .670				
PRELIMINARY ENGINEERING / MANAGED BY FDOT								
ACSA -ADVANCE CONSTRUCTION (SA)	154,377	0	0	0	0	0	0	154,377
DIH -STATE IN-HOUSE PRODUCT SUPPORT	15,561	0	0	0	0	0	0	15,561
EB -EQUITY BONUS	60,260	0	0	0	0	0	0	60,260



SA -STP, ANY AREA	7,866	0	0	0	0	0	0	7,866
CONSTRUCTION / MANAGED BY FDOT								
DDR -DISTRICT DEDICATED REVENUE	0	0	557,626	0	0	0	0	557,626
DIH -STATE IN-HOUSE PRODUCT SUPPORT	0	0	13,847	0	0	0	0	13,847
Item 434668 1 Totals:	238,064	0	571,473	0	0	0	0	809,537
Project Total:	238,064	0	571,473	0	0	0	0	809,537

Fund	<2016	2016	2017	2018	2019	2020	>2020	All Years
Item Number: 436750 1      Project Description: SANTA ROSA COUNTY JPAS FOR TRAFFIC SIGNALS ON-SYSTEM ROADWAYS      *NON-SIS*								
District: 03	County: SANTA ROSA	Type of Work: TRAFFIC SIGNALS		Project Length:			.000	
OPERATIONS / RESPONSIBLE AGENCY NOT AVAILABLE								
DDR -DISTRICT DEDICATED REVENUE	0	61,408	211,668	224,469	237,847	251,826	0	987,218
DITS -STATEWIDE ITS - STATE 100%.	0	138,016	0	0	0	0	0	138,016
Item 436750 1 Totals:	0	199,424	211,668	224,469	237,847	251,826	0	1,125,234
Project Total:	0	199,424	211,668	224,469	237,847	251,826	0	1,125,234

Fund	<2016	2016	2017	2018	2019	2020	>2020	All Years
Item Number: 436902 1                      Project Description: NAVARRE COMMUNITY ACCESS ROAD                      *NON-SIS*								
District: 03	County: SANTA ROSA	Type of Work: CORRIDOR/SUBAREA PLANNING				Project Length: .000		
P D & E / RESPONSIBLE AGENCY NOT AVAILABLE								
LFP -LOCAL FUNDS FOR PARTICIPATING	0	0	0	250,000	0	0	0	250,000
TRIP -TRANS REGIONAL INCENTIVE PROGM	0	0	250,000	0	0	0	0	250,000
Item 436902 1 Totals:	0	0	250,000	250,000	0	0	0	500,000
Project Total:	0	0	250,000	250,000	0	0	0	500,000

Fund	<2016	2016	2017	2018	2019	2020	>2020	All Years
Item Number: 436985 1      Project Description: KING MIDDLE SCHOOL SIDEWALK CONNECTION      *NON-SIS*								
District: 03	County: SANTA ROSA			Type of Work: SIDEWALK		Project Length:		1.126
PRELIMINARY ENGINEERING / MANAGED BY SANTA ROSA CNTY BOCC								

TALU-TRANSPORTATION ALTS- >200K	0	27,722	0	0	0	0	0	27,722
CONSTRUCTION / MANAGED BY SANTA ROSA CNTY BOCC								
TALU-TRANSPORTATION ALTS- >200K	0	0	0	0	254,854	0	0	254,854
Item 436985 1 Totals:	0	27,722	0	0	254,854	0	0	282,576
Project Total:	0	27,722	0	0	254,854	0	0	282,576

Fund	<2016	2016	2017	2018	2019	2020	>2020	All Years
Item Number: 437087 1      Project Description: HAMILTON BRIDGE ROAD FROM E SPENCER FIELD ROAD TO EMERALD DRIVE      *NON-SIS*								
District: 03	County: SANTA ROSA	Type of Work: SIDEWALK		Project Length: .811				
PRELIMINARY ENGINEERING / MANAGED BY SANTA ROSA CNTY BOCC								
TALT -TRANSPORTATION ALTS- ANY AREA	0	0	23,306	0	0	0	0	23,306
CONSTRUCTION / MANAGED BY SANTA ROSA CNTY BOCC								
TALT -TRANSPORTATION ALTS- ANY AREA	0	0	0	0	6,265	0	0	6,265
TALU -TRANSPORTATION ALTS- >200K	0	0	0	105,325	66,434	0	0	171,759
Item 437087 1 Totals:	0	0	23,306	105,325	72,699	0	0	201,330
Item Number: 437087 2      Project Description: HAMILTON BRIDGE ROAD & GLOVER LANE SIDEWALKS      *NON-SIS*								
District: 03	County: SANTA ROSA	Type of Work: SIDEWALK		Project Length: 1.791				
PRELIMINARY ENGINEERING / MANAGED BY SANTA ROSA CNTY BOCC								
TALU -TRANSPORTATION ALTS- >200K	0	34,112	0	0	0	0	0	34,112
CONSTRUCTION / MANAGED BY SANTA ROSA CNTY BOCC								
TALU -TRANSPORTATION ALTS- >200K	0	0	0	260,931	0	0	0	260,931
Item 437087 2 Totals:	0	34,112	0	260,931	0	0	0	295,043
Project Total:	0	34,112	23,306	366,256	72,699	0	0	496,373

Fund	<2016	2016	2017	2018	2019	2020	>2020	All Years
Item Number: 437091 1      Project Description: CR 197A JAY/SPRING STREET FROM SCHOOL STREET TO MILDRED STREET      *NON-SIS*								
District: 03	County: SANTA ROSA	Type of Work: SIDEWALK		Project Length: .522				
PRELIMINARY ENGINEERING / MANAGED BY SANTA ROSA CNTY BOCC								
TALU -TRANSPORTATION ALTS- >200K	0	0	0	60,401	0	0	0	60,401

CONSTRUCTION / MANAGED BY FDOT								
TALT -TRANSPORTATION ALTS- ANY AREA	0	0	0	0	0	559	0	559
CONSTRUCTION / MANAGED BY SANTA ROSA CNTY BOCC								
TALT -TRANSPORTATION ALTS- ANY AREA	0	0	0	0	1,000	143,008	0	144,008
TALU -TRANSPORTATION ALTS- >200K	0	0	0	0	105,325	426,575	0	531,900
Item 437091 1 Totals:	0	0	0	60,401	106,325	570,142	0	736,868
Project Total:	0	0	0	60,401	106,325	570,142	0	736,868

Fund	<2016	2016	2017	2018	2019	2020	>2020	All Years
FIXED CAPITAL OUTLAY								
Item Number: 425494 1		Project Description: MILTON OPS RENOVATIONS						*NON-SIS*
District: 03	County: SANTA ROSA	Type of Work: FIXED CAPITAL OUTLAY				Project Length:		.000
CONSTRUCTION / MANAGED BY FDOT								
-TOTAL OUTSIDE YEARS	49,266	0	0	0	0	0	0	49,266
Item 425494 1 Totals:	49,266	0	0	0	0	0	0	49,266
Item Number: 425494 2		Project Description: MILTON OPS RENOVATIONS						*NON-SIS*
District: 03	County: SANTA ROSA	Type of Work: FIXED CAPITAL OUTLAY				Project Length:		.000
CONSTRUCTION / MANAGED BY FDOT								
-TOTAL OUTSIDE YEARS	40,080	0	0	0	0	0	0	40,080
Item 425494 2 Totals:	40,080	0	0	0	0	0	0	40,080
Item Number: 425494 3		Project Description: MILTON OPS RENOVATIONS						*NON-SIS*
District: 03	County: SANTA ROSA	Type of Work: FIXED CAPITAL OUTLAY				Project Length:		.000
CONSTRUCTION / MANAGED BY FDOT								
-TOTAL OUTSIDE YEARS	114,514	0	0	0	0	0	0	114,514
Item 425494 3 Totals:	114,514	0	0	0	0	0	0	114,514
Item Number: 425494 4		Project Description: MILTON OPERATIONS CENTER						*NON-SIS*
District: 03	County: SANTA ROSA	Type of Work: FIXED CAPITAL OUTLAY				Project Length:		.000
CONSTRUCTION / MANAGED BY FDOT								
-TOTAL OUTSIDE YEARS	29,500	0	0	0	0	0	0	29,500
Item 425494 4 Totals:	29,500	0	0	0	0	0	0	29,500
Item Number: 425494 5		Project Description: MILTON OPERATIONS CENTER						*NON-SIS*

District: 03	County: SANTA ROSA	Type of Work: FIXED CAPITAL OUTLAY	Project Length: .000					
CONSTRUCTION / MANAGED BY FDOT								
FCO -PRIMARY/FIXED CAPITAL OUTLAY	0	50,000	0	0	0	0	0	50,000
Item 425494 5 Totals:	0	50,000	0	0	0	0	0	50,000
Project Total:	233,360	50,000	0	0	0	0	0	283,360

Fund	<2016	2016	2017	2018	2019	2020	>2020	All Years
TRANSPORTATION PLANNING								
Item Number: 427931 1      Project Description: FLORIDA-ALABAMA TPO FY 15-16 UPWP      *NON-SIS*								
District: 03	County: ESCAMBIA	Type of Work: TRANSPORTATION PLANNING				Project Length: .000		
PLANNING / RESPONSIBLE AGENCY NOT AVAILABLE								
PL -METRO PLAN (85% FA; 15% OTHER)	617,500	578,172	0	0	0	0	0	1,195,672
Item 427931 1 Totals:	617,500	578,172	0	0	0	0	0	1,195,672
Project Total:	617,500	578,172	0	0	0	0	0	1,195,672

Fund	<2016	2016	2017	2018	2019	2020	>2020	All Years
Item Number: 431740 1								

Fund	<2016	2016	2017	2018	2019	2020	>2020	All Years
Item Number: 434878 1								

Project Total:	0	0	0	0	578,172	578,172	0	1,156,344
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Fund	<2016	2016	2017	2018	2019	2020	>2020	All Years
Item Number: 437115 1      Project Description: SANTA ROSA COUNTY PLANNING STUDIES UPDATES      *NON-SIS*								
District: 03      County: SANTA ROSA      Type of Work: CORRIDOR/SUBAREA PLANNING      Project Length: .000								
PLANNING / RESPONSIBLE AGENCY NOT AVAILABLE								
SU -STP, URBAN AREAS > 200K	0	0	0	0	0	130,000	0	130,000
Item 437115 1 Totals:	0	0	0	0	0	130,000	0	130,000
Project Total:	0	0	0	0	0	130,000	0	130,000

Fund	<2016	2016	2017	2018	2019	2020	>2020	All Years
MAINTENANCE								
Item Number: 416813 1      Project Description: TOLL MAINT SR 281 GARCON POINT @ EAST BAY BRIDGE NO. 580174      *SIS*								
District: 03      County: SANTA ROSA      Type of Work: TOLL PLAZA      Project Length: 5.528								
BRDG/RDWY/CONTRACT MAINT / MANAGED BY FDOT								
TMBC -GARCON POINT BRIDGE	827,240	79,585	80,185	80,185	80,185	80,185	160,370	1,387,935
Item 416813 1 Totals:	827,240	79,585	80,185	80,185	80,185	80,185	160,370	1,387,935
Project Total:	827,240	79,585	80,185	80,185	80,185	80,185	160,370	1,387,935

Fund	<2016	2016	2017	2018	2019	2020	>2020	All Years
Item Number: 425494 4      Project Description: MILTON OPERATIONS CENTER      *NON-SIS*								
District: 03      County: SANTA ROSA      Type of Work: FIXED CAPITAL OUTLAY      Project Length: .000								
BRDG/RDWY/CONTRACT MAINT / MANAGED BY FDOT								
-TOTAL OUTSIDE YEARS	50,000	0	0	0	0	0	0	50,000
Item 425494 4 Totals:	50,000	0	0	0	0	0	0	50,000
Item Number: 425494 5      Project Description: MILTON OPERATIONS CENTER      *NON-SIS*								
District: 03      County: SANTA ROSA      Type of Work: FIXED CAPITAL OUTLAY      Project Length: .000								
BRDG/RDWY/CONTRACT MAINT / MANAGED BY FDOT								
D -UNRESTRICTED STATE PRIMARY	0	50,000	0	0	0	0	0	50,000

Item 425494 5 Totals:	0	50,000	0	0	0	0	0	50,000
Project Total:	50,000	50,000	0	0	0	0	0	100,000

Fund	<2016	2016	2017	2018	2019	2020	>2020	All Years
FLP: AVIATION								
Item Number: 420300 1      Project Description: PENSACOLA INTERNATIONAL AIRPORT LAND ACQUISITION COMMERCE PARK      *SIS*								
District: 03      County: ESCAMBIA      Type of Work: AVIATION CAPACITY PROJECT      Project Length: .000								
CAPITAL / RESPONSIBLE AGENCY NOT AVAILABLE								
DDR-DISTRICT DEDICATED REVENUE	1,055,346	0	0	0	0	0	0	1,055,346
DPTO -STATE - PTO	3,767,443	921,890	0	0	0	0	0	4,689,333
DS -STATE PRIMARY HIGHWAYS & PTO	2,775,000	0	0	0	0	0	0	2,775,000
LF -LOCAL FUNDS	3,294,641	307,297	0	0	0	0	0	3,601,938
Item 420300 1 Totals:	10,892,430	1,229,187	0	0	0	0	0	12,121,617
Item Number: 420300 2      Project Description: PENSACOLA INTERNATIONAL AIRPORT LAND ACQUISITION COMMERCE PARK PH II      *SIS*								
District: 03      County: ESCAMBIA      Type of Work: AVIATION CAPACITY PROJECT      Project Length: .000								
CAPITAL / RESPONSIBLE AGENCY NOT AVAILABLE								
DDR-DISTRICT DEDICATED REVENUE	0	0	800,000	0	0	0	0	800,000
LF -LOCAL FUNDS	0	0	266,667	0	0	0	0	266,667
Item 420300 2 Totals:	0	0	1,066,667	0	0	0	0	1,066,667
Item Number: 420300 3      Project Description: PENSACOLA INTERNATIONAL AIRPORT EXIT LANE AUTOMATION-TECHNOLOGY      *SIS*								
District: 03      County: ESCAMBIA      Type of Work: AVIATION PRESERVATION PROJECT      Project Length: .000								
CAPITAL / RESPONSIBLE AGENCY NOT AVAILABLE								
-TOTAL OUTSIDE YEARS	209,000	0	0	0	0	0	0	209,000
Item 420300 3 Totals:	209,000	0	0	0	0	0	0	209,000
Project Total:	11,101,430	1,229,187	1,066,667	0	0	0	0	13,397,284

Fund	<2016	2016	2017	2018	2019	2020	>2020	All Years
Item Number: 429609 1      Project Description: PENSACOLA GULF COAST REGIONAL AIRPORT PARKING LOT CONSTRUCTION      *SIS*								
District: 03      County: ESCAMBIA      Type of Work: AVIATION REVENUE/OPERATIONAL      Project Length: .000								
CAPITAL / RESPONSIBLE AGENCY NOT AVAILABLE								

-TOTAL OUTSIDE YEARS	1,795,570	0	0	0	0	0	0	1,795,570
Item 429609 1 Totals:	1,795,570	0	0	0	0	0	0	1,795,570
Item Number: 429609 2	Project Description: PENSACOLA INTERNATIONAL AIRPORT TERMINAL BUILDING APRON EXPANSION							*SIS*
District: 03	County: ESCAMBIA	Type of Work: AVIATION CAPACITY PROJECT	Project Length: .000					
CAPITAL / RESPONSIBLE AGENCY NOT AVAILABLE								
GMR -GROWTH MANAGEMENT FOR SIS	0	0	0	1,500,000	0	0	0	1,500,000
LF -LOCAL FUNDS	0	0	0	1,500,000	0	0	0	1,500,000
Item 429609 2 Totals:	0	0	0	3,000,000	0	0	0	3,000,000
Item Number: 429609 3	Project Description: PENSACOLA INTERNATIONAL AIRPORT DESIGN/CONSTRUCT TAXIWAY D TO THE SW							*SIS*
District: 03	County: ESCAMBIA	Type of Work: AVIATION CAPACITY PROJECT	Project Length: .000					
CAPITAL / RESPONSIBLE AGENCY NOT AVAILABLE								
DDR -DISTRICT DEDICATED REVENUE	0	0	0	499,805	0	0	0	499,805
GMR -GROWTH MANAGEMENT FOR SIS	0	0	0	175,500	0	0	0	175,500
LF -LOCAL FUNDS	0	0	0	675,305	0	0	0	675,305
Item 429609 3 Totals:	0	0	0	1,350,610	0	0	0	1,350,610
Item Number: 429609 4	Project Description: PENSACOLA INTERNATIONAL AIRPORT CONSTRUCT PARALLEL TAXIWAY C							*SIS*
District: 03	County: ESCAMBIA	Type of Work: AVIATION CAPACITY PROJECT	Project Length: .000					
CAPITAL / RESPONSIBLE AGENCY NOT AVAILABLE								
FAA -FEDERAL AVIATION ADMIN	0	0	0	0	13,500,000	0	0	13,500,000
GMR -GROWTH MANAGEMENT FOR SIS	0	0	0	0	750,000	0	0	750,000
LF -LOCAL FUNDS	0	0	0	0	750,000	0	0	750,000
Item 429609 4 Totals:	0	0	0	0	15,000,000	0	0	15,000,000
Item Number: 429609 5	Project Description: PENSACOLA INTERNATIONAL AIRPORT CONSTRUCT RUNWAY 17/35 EXTENSION							*SIS*
District: 03	County: ESCAMBIA	Type of Work: AVIATION CAPACITY PROJECT	Project Length: .000					
CAPITAL / RESPONSIBLE AGENCY NOT AVAILABLE								
FAA -FEDERAL AVIATION ADMIN	0	0	0	0	13,500,000	0	0	13,500,000
GMR -GROWTH MANAGEMENT FOR SIS	0	0	0	0	750,000	0	0	750,000
LF -LOCAL FUNDS	0	0	0	0	750,000	0	0	750,000
Item 429609 5 Totals:	0	0	0	0	15,000,000	0	0	15,000,000
Project Total:	1,795,570	0	0	4,350,610	30,000,000	0	0	36,146,180

Fund	<2016	2016	2017	2018	2019	2020	>2020	All Years
Item Number: 433602 2								

Fund	<2016	2016	2017	2018	2019	2020	>2020	All Years
Item Number: 435717 1      Project Description: PENSACOLA INTERNATIONAL AIRPORT STORMWATER MGMNT POND      *SIS*								
District: 03      County: ESCAMBIA      Type of Work: AVIATION ENVIRONMENTAL PROJECT      Project Length: .000								
CAPITAL / RESPONSIBLE AGENCY NOT AVAILABLE								
-TOTAL OUTSIDE YEARS	2,700,000	0	0	0	0	0	0	2,700,000
Item 435717 1 Totals:	2,700,000	0	0	0	0	0	0	2,700,000
Item Number: 435717 2      Project Description: PENSACOLA INTERNATIONAL AIRPORT CONSTRUCT CARGO APRON EXPANSION      *SIS*								
District: 03      County: ESCAMBIA      Type of Work: AVIATION PRESERVATION PROJECT      Project Length: .000								
CAPITAL / RESPONSIBLE AGENCY NOT AVAILABLE								
FAA -FEDERAL AVIATION ADMIN	0	3,731,726	0	0	0	0	0	3,731,726
GMR -GROWTH MANAGEMENT FOR SIS	0	1,531,546	0	0	0	0	0	1,531,546
LF -LOCAL FUNDS	0	1,531,546	0	0	0	0	0	1,531,546
Item 435717 2 Totals:	0	6,794,818	0	0	0	0	0	6,794,818
Item Number: 435717 3      Project Description: PENSACOLA INTERNATIONAL AIRPORT ILS/GPS APPROACH FOR RUNWAY 17/35 EXT      *SIS*								
District: 03      County: ESCAMBIA      Type of Work: AVIATION PRESERVATION PROJECT      Project Length: .000								
CAPITAL / RESPONSIBLE AGENCY NOT AVAILABLE								
DDR -DISTRICT DEDICATED REVENUE	0	0	0	0	0	50,000	0	50,000



FAA -FEDERAL AVIATION ADMIN	0	0	0	0	0	900,000	0	900,000
LF -LOCAL FUNDS	0	0	0	0	0	50,000	0	50,000
Item 435717 3 Totals:	0	0	0	0	0	1,000,000	0	1,000,000
Item Number: 435717 4      Project Description: PENSACOLA INTERNATIONAL AIRPORT RUNWAY 17/35 EXTENSION      *SIS*								
District: 03      County: ESCAMBIA      Type of Work: AVIATION CAPACITY PROJECT      Project Length:	.000							
CAPITAL / RESPONSIBLE AGENCY NOT AVAILABLE								
GMR -GROWTH MANAGEMENT FOR SIS	0	0	0	0	0	7,500,000	0	7,500,000
LF -LOCAL FUNDS	0	0	0	0	0	7,500,000	0	7,500,000
Item 435717 4 Totals:	0	0	0	0	0	15,000,000	0	15,000,000
Project Total:	2,700,000	6,794,818	0	0	0	16,000,000	0	25,494,818

Fund	<2016	2016	2017	2018	2019	2020	>2020	All Years
Item Number: 415931 1                      Project Description: PETER PRINCE FIELD CONSTRUCT T-HANGARS                      *NON-SIS*								
District: 03                      County: SANTA ROSA                      Type of Work: AVIATION REVENUE/OPERATIONAL                      Project Length:	.000							
CAPITAL / RESPONSIBLE AGENCY NOT AVAILABLE								
-TOTAL OUTSIDE YEARS	560,000	0	0	0	0	0	0	560,000
Item 415931 1 Totals:	560,000	0	0	0	0	0	0	560,000
Item Number: 415931 2                      Project Description: PETER PRINCE FIELD CONSTRUCT 12 T-HANGARS                      *NON-SIS*								
District: 03                      County: SANTA ROSA                      Type of Work: AVIATION REVENUE/OPERATIONAL                      Project Length:	.000							
CAPITAL / RESPONSIBLE AGENCY NOT AVAILABLE								
DDR -DISTRICT DEDICATED REVENUE	0	0	430,000	0	0	0	0	430,000
LF -LOCAL FUNDS	0	0	120,000	0	0	0	0	120,000
Item 415931 2 Totals:	0	0	550,000	0	0	0	0	550,000
Project Total:	560,000	0	550,000	0	0	0	0	1,110,000

Fund	<2016	2016	2017	2018	2019	2020	>2020	All Years
Item Number: 422294 1                      Project Description: PETER PRINCE FIELD CONSTRUCT TAXIWAYS                      *NON-SIS*								
District: 03                      County: SANTA ROSA                      Type of Work: AVIATION CAPACITY PROJECT                      Project Length:	.000							
CAPITAL / RESPONSIBLE AGENCY NOT AVAILABLE								
-TOTAL OUTSIDE YEARS	284,000	0	0	0	0	0	0	284,000
Item 422294 1 Totals:	284,000	0	0	0	0	0	0	284,000

Item Number: 422294 2		Project Description: PETER PRINCE FIELD CONSTRUCT EAST TAXIWAY						*NON-SIS*	
District: 03	County: SANTA ROSA	Type of Work: AVIATION CAPACITY PROJECT				Project Length: .000			
CAPITAL / RESPONSIBLE AGENCY NOT AVAILABLE									
DDR-DISTRICT DEDICATED REVENUE	0	115,504	0	0	0	0	0	115,504	
DPTO -STATE - PTO	0	111,696	0	0	0	0	0	111,696	
LF -LOCAL FUNDS	0	56,800	0	0	0	0	0	56,800	
Item 422294 2 Totals:	0	284,000	0	0	0	0	0	284,000	
Project Total:	284,000	284,000	0	0	0	0	0	568,000	

Fund	<2016	2016	2017	2018	2019	2020	>2020	All Years
Item Number: 425633 1		Project Description: PETER PRINCE FIELD						*NON-SIS*
District: 03	County: SANTA ROSA	Type of Work: AVIATION PRESERVATION PROJECT				Project Length: .000		
CAPITAL / RESPONSIBLE AGENCY NOT AVAILABLE								
-TOTAL OUTSIDE YEARS	48,203	0	0	0	0	0	0	48,203
Item 425633 1 Totals:	48,203	0	0	0	0	0	0	48,203
Item Number: 425633 2		Project Description: PETER PRINCE FIELD CONSTRUCT TAXIWAYS						*NON-SIS*
District: 03	County: SANTA ROSA	Type of Work: AVIATION PRESERVATION PROJECT				Project Length: .000		
CAPITAL / RESPONSIBLE AGENCY NOT AVAILABLE								
-TOTAL OUTSIDE YEARS	161,250	0	0	0	0	0	0	161,250
Item 425633 2 Totals:	161,250	0	0	0	0	0	0	161,250
Item Number: 425633 3		Project Description: PETER PRINCE FIELD REHAB & EXPAND EAST APRON TIE DOWN AREA						*NON-SIS*
District: 03	County: SANTA ROSA	Type of Work: AVIATION SAFETY PROJECT				Project Length: .000		
CAPITAL / RESPONSIBLE AGENCY NOT AVAILABLE								
DDR-DISTRICT DEDICATED REVENUE	0	0	0	281,964	0	0	0	281,964
LF -LOCAL FUNDS	0	0	0	70,491	0	0	0	70,491
Item 425633 3 Totals:	0	0	0	352,455	0	0	0	352,455
Item Number: 425633 4		Project Description: PETER PRINCE FIELD CONSTRUCT ACCESS TAXIWAY						*NON-SIS*
District: 03	County: SANTA ROSA	Type of Work: AVIATION PRESERVATION PROJECT				Project Length: .000		
CAPITAL / RESPONSIBLE AGENCY NOT AVAILABLE								
DPTO -STATE - PTO	0	0	0	0	39,000	0	0	39,000
FAA -FEDERAL AVIATION ADMIN	0	0	0	0	702,000	0	0	702,000
LF -LOCAL FUNDS	0	0	0	0	39,000	0	0	39,000
Item 425633 4 Totals:	0	0	0	0	780,000	0	0	780,000

Item Number: 425633 5		Project Description: PETER PRINCE FIELD CONSTRUCT PARKING AREA						*NON-SIS*	
District: 03	County: SANTA ROSA	Type of Work: AVIATION REVENUE/OPERATIONAL				Project Length: .000			
CAPITAL / RESPONSIBLE AGENCY NOT AVAILABLE									
DDR-DISTRICT DEDICATED REVENUE	0	0	0	0	54,000	0	0	54,000	
LF -LOCAL FUNDS	0	0	0	0	13,600	0	0	13,600	
Item 425633 5 Totals:		0	0	0	0	67,600	0	0	67,600
Item Number: 425633 6		Project Description: PETER PRINCE FIELD CONSTRUCT E SIDE MULTI UNIT T-HANGAR AND APRON						*NON-SIS*	
District: 03	County: SANTA ROSA	Type of Work: AVIATION REVENUE/OPERATIONAL				Project Length: .000			
CAPITAL / RESPONSIBLE AGENCY NOT AVAILABLE									
DDR-DISTRICT DEDICATED REVENUE	0	0	0	0	0	600,000	0	600,000	
LF -LOCAL FUNDS	0	0	0	0	0	150,000	0	150,000	
Item 425633 6 Totals:		0	0	0	0	0	750,000	0	750,000
Project Total:		209,453	0	0	352,455	847,600	750,000	0	2,159,508

Fund	<2016	2016	2017	2018	2019	2020	>2020	All Years
FLP: TRANSIT								
Item Number: 415606 1	Project Description: WEST FL REGIONAL PLN REGIONAL COMMUTER ASSISTANCE		*NON-SIS*					
District: 03	County: ESCAMBIA	Type of Work: COMMUTER TRANS. ASSISTANCE				Project Length:		.000
OPERATIONS / MANAGED BY WEST FL REG PLANNING COUNCIL								
-TOTAL OUTSIDE YEARS	1,650,000	0	0	0	0	0	0	1,650,000
Item 415606 1 Totals:	1,650,000	0	0	0	0	0	0	1,650,000
Item Number: 415606 2	Project Description: WEST FL REGIONAL PLN REGIONAL COMMUTER ASSISTANCE		*NON-SIS*					
District: 03	County: ESCAMBIA	Type of Work: COMMUTER TRANS. ASSISTANCE				Project Length:		.000
OPERATIONS / MANAGED BY WEST FL REG PLANNING COUNCIL								
DDR-DISTRICT DEDICATED REVENUE	600,006	200,000	200,000	0	0	0	0	1,000,006
DPTO -STATE - PTO	100,220	0	0	200,000	200,000	206,844	0	707,064
Item 415606 2 Totals:	700,226	200,000	200,000	200,000	200,000	206,844	0	1,707,070
Project Total:	2,350,226	200,000	200,000	200,000	200,000	206,844	0	3,357,070

Fund	<2016	2016	2017	2018	2019	2020	>2020	All Years
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Item Number: 420276 1		Project Description: ESCAMBIA COUNTY SECTION 5309 CAPITAL ECAT						*NON-SIS*	
District: 03	County: ESCAMBIA	Type of Work: CAPITAL FOR FIXED ROUTE				Project Length:		.000	
CAPITAL / MANAGED BY ESCAMBIA COUNTY									
-TOTAL OUTSIDE YEARS	13,076,751	0	0	0	0	0	0	13,076,751	
Item 420276 1 Totals:		13,076,751	0	0	0	0	0	13,076,751	
Item Number: 420276 2		Project Description: ESCAMBIA CO VETERANS TRANSPORTAION INITIATIVE SECTION 5309						*NON-SIS*	
District: 03	County: ESCAMBIA	Type of Work: CAPITAL FOR FIXED ROUTE				Project Length:		.000	
CAPITAL / MANAGED BY ESCAMBIA COUNTY									
-TOTAL OUTSIDE YEARS	333,400	0	0	0	0	0	0	333,400	
Item 420276 2 Totals:		333,400	0	0	0	0	0	333,400	
Item Number: 420276 3		Project Description: ESCAMBIA COUNTY SECTION 5309 CAPITAL						*NON-SIS*	
District: 03	County: ESCAMBIA	Type of Work: CAPITAL FOR FIXED ROUTE				Project Length:		.000	
CAPITAL / MANAGED BY ESCAMBIA COUNTY									
FTA -FEDERAL TRANSIT ADMINISTRATION	0	20,400,000	0	0	0	0	0	20,400,000	
LF -LOCAL FUNDS	0	5,100,000	0	0	0	0	0	5,100,000	
Item 420276 3 Totals:		0	25,500,000	0	0	0	0	25,500,000	
Project Total:		13,410,151	25,500,000	0	0	0	0	38,910,151	

Fund	<2016	2016	2017	2018	2019	2020	>2020	All Years
Item Number: 421368 1      Project Description: ESCAMBIA COUNTY TRANSIT NON-URBANIZED AREA 5311      *NON-SIS*								
District: 03      County: ESCAMBIA	Type of Work: OPERATING/ADMIN. ASSISTANCE				Project Length: .000			
OPERATIONS / MANAGED BY ESCAMBIA COUNTY								
-TOTAL OUTSIDE YEARS	1,237,560	0	0	0	0	0	0	1,237,560
Item 421368 1 Totals:	1,237,560	0	0	0	0	0	0	1,237,560
Item Number: 421368 2      Project Description: ESCAMBIA COUNTY TRANSIT NON-URBANIZED AREA 5311      *NON-SIS*								
District: 03      County: ESCAMBIA	Type of Work: OPERATING/ADMIN. ASSISTANCE				Project Length: .000			
OPERATIONS / MANAGED BY ESCAMBIA COUNTY								
DU -STATE PRIMARY/FEDERAL REIMB	576,636	150,000	0	0	0	0	0	726,636
LF -LOCAL FUNDS	576,636	150,000	0	0	0	0	0	726,636
Item 421368 2 Totals:	1,153,272	300,000	0	0	0	0	0	1,453,272
Project Total:	2,390,832	300,000	0	0	0	0	0	2,690,832

Fund	<2016	2016	2017	2018	2019	2020	>2020	All Years
Item Number: 421717 1      Project Description: FLORIDA/ALABAMA TPO PLANNING SECTION 5303 GRANT      *NON-SIS*								
District: 03      County: ESCAMBIA      Type of Work: MODAL SYSTEMS PLANNING      Project Length:	.000							
PLANNING / MANAGED BY FLORIDA - ALABAMA TPO								
-TOTAL OUTSIDE YEARS	648,585	0	0	0	0	0	0	648,585
Item 421717 1 Totals:	648,585	0	0	0	0	0	0	648,585
Item Number: 421717 2      Project Description: FLORIDA/ALABAMA TPO PLANNING SECTION 5303 GRANT      *NON-SIS*								
District: 03      County: ESCAMBIA      Type of Work: MODAL SYSTEMS PLANNING      Project Length:	.000							
PLANNING / MANAGED BY FLORIDA - ALABAMA TPO								
DPTO -STATE - PTO	61,644	13,875	0	0	0	0	0	75,519
DU -STATE PRIMARY/FEDERAL REIMB	493,164	111,000	0	0	0	0	0	604,164
LF -LOCAL FUNDS	61,644	13,875	0	0	0	0	0	75,519
Item 421717 2 Totals:	616,452	138,750	0	0	0	0	0	755,202
Project Total:	1,265,037	138,750	0	0	0	0	0	1,403,787

Fund	<2016	2016	2017	2018	2019	2020	>2020	All Years
Item Number: 421733 1      Project Description: ESCAMBIA CO ECAT 5307 CAPITAL FLEX PREVENTIVE MAINTENANCE      *NON-SIS*								
District: 03      County: ESCAMBIA      Type of Work: CAPITAL FOR FIXED ROUTE      Project Length:	.000							
CAPITAL / MANAGED BY ESCAMBIA COUNTY								
FTAT -FHWA TRANSFER TO FTA (NON-BUD)	1,350,000	300,000	300,000	300,000	300,000	300,000	0	2,850,000
LF -LOCAL FUNDS	0	0	0	0	75,000	75,000	0	150,000
LFF -LOCAL FUND - FOR MATCHING F/A	337,500	75,000	75,000	75,000	0	0	0	562,500
SU -STP, URBAN AREAS > 200K	1,350,000	300,000	300,000	300,000	300,000	300,000	0	2,850,000
Item 421733 1 Totals:	3,037,500	675,000	675,000	675,000	675,000	675,000	0	6,412,500
Project Total:	3,037,500	675,000	675,000	675,000	675,000	675,000	0	6,412,500

Fund	<2016	2016	2017	2018	2019	2020	>2020	All Years
Item Number: 422257 1      Project Description: ESCAMBIA COUNTY ECAT TRANSIT OPERATING ASSISTANCE      *NON-SIS*								
District: 03      County: ESCAMBIA      Type of Work: OPERATING FOR FIXED ROUTE      Project Length:	.000							
OPERATIONS / MANAGED BY ESCAMBIA COUNTY								
DDR -DISTRICT DEDICATED	1,728,779	562,507	0	845,284	873,189	916,849	0	4,926,608

REVENUE								
DPTO -STATE - PTO	1,371,452	261,854	823,982	0	0	0	0	2,457,288
LF -LOCAL FUNDS	3,100,131	824,361	823,982	845,284	873,189	916,849	0	7,383,796
Item 422257 1 Totals:	6,200,362	1,648,722	1,647,964	1,690,568	1,746,378	1,833,698	0	14,767,692
Project Total:	6,200,362	1,648,722	1,647,964	1,690,568	1,746,378	1,833,698	0	14,767,692

Fund	<2016	2016	2017	2018	2019	2020	>2020	All Years
Item Number: 422260 1 Project Description: ESCAMBIA COUNTY CORRIDOR ECAT TRANSIT OPERATING ASSISTANCE *NON-SIS*								
District: 03 County: ESCAMBIA Type of Work: URBAN CORRIDOR IMPROVEMENTS Project Length: .000								
OPERATIONS / MANAGED BY ESCAMBIA COUNTY								
DDR-DISTRICT DEDICATED REVENUE	2,094,249	420,000	420,000	49,064	105,002	0	0	3,088,315
DPTO -STATE - PTO	1,138,285	0	0	370,936	329,057	447,081	0	2,285,359
Item 422260 1 Totals:	3,232,534	420,000	420,000	420,000	434,059	447,081	0	5,373,674
Project Total:	3,232,534	420,000	420,000	420,000	434,059	447,081	0	5,373,674

Fund	<2016	2016	2017	2018	2019	2020	>2020	All Years
Item Number: 429262 1 Project Description: ESCAMBIA COUNTY SECTION 5307 *NON-SIS*								
District: 03 County: ESCAMBIA Type of Work: CAPITAL FOR FIXED ROUTE Project Length: .000								
CAPITAL / MANAGED BY ESCAMBIA COUNTY								
FTA-FEDERAL TRANSIT ADMINISTRATION	0	2,200,000	2,200,000	2,200,000	2,200,000	2,200,000	0	11,000,000
LF -LOCAL FUNDS	0	550,000	550,000	550,000	550,000	550,000	0	2,750,000
Item 429262 1 Totals:	0	2,750,000	2,750,000	2,750,000	2,750,000	2,750,000	0	13,750,000
Project Total:	0	2,750,000	2,750,000	2,750,000	2,750,000	2,750,000	0	13,750,000

Fund	<2016	2016	2017	2018	2019	2020	>2020	All Years
Item Number: 430995 1 Project Description: ESCAMBIA COUNTY ECAT MARKETING *NON-SIS*								
District: 03 County: ESCAMBIA Type of Work: TRANSIT SERVICE DEMONSTRATION Project Length: .000								
OPERATIONS / MANAGED BY ESCAMBIA COUNTY								
-TOTAL OUTSIDE YEARS	250,000	0	0	0	0	0	0	250,000
Item 430995 1 Totals:	250,000	0	0	0	0	0	0	250,000
Item Number: 430995 2 Project Description: ESCAMBIA COUNTY SECTION 5310 CAP-OP *NON-SIS*								
District: 03 County: ESCAMBIA Type of Work: CAPITAL FOR FIXED ROUTE Project Length: .000								

CAPITAL / MANAGED BY ESCAMBIA COUNTY								
FTA -FEDERAL TRANSIT ADMINISTRATION	696,580	350,000	350,000	350,000	350,000	350,000	0	2,446,580
LF -LOCAL FUNDS	432,080	85,500	85,500	85,500	87,500	87,500	0	863,580
Item 430995 2 Totals:	1,128,660	435,500	435,500	435,500	437,500	437,500	0	3,310,160
Item Number: 430995 3 Project Description: ESCAMBIA COUNTY SECTION 5307 OPERATING *NON-SIS*								
District: 03	County: ESCAMBIA	Type of Work: OPERATING FOR FIXED ROUTE				Project Length: .000		
OPERATIONS / MANAGED BY ESCAMBIA COUNTY								
FTA -FEDERAL TRANSIT ADMINISTRATION	5,800,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	0	10,800,000
LF -LOCAL FUNDS	5,800,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	0	10,800,000
Item 430995 3 Totals:	11,600,000	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	0	21,600,000
Item Number: 430995 4 Project Description: ESCAMBIA COUNTY SECTION 5339 CAPITAL *NON-SIS*								
District: 03	County: ESCAMBIA	Type of Work: CAPITAL FOR FIXED ROUTE				Project Length: .000		
CAPITAL / MANAGED BY ESCAMBIA COUNTY								
FTA -FEDERAL TRANSIT ADMINISTRATION	900,252	300,084	300,084	300,084	300,084	300,084	0	2,400,672
LF -LOCAL FUNDS	225,063	75,021	75,021	75,021	75,021	75,021	0	600,168
Item 430995 4 Totals:	1,125,315	375,105	375,105	375,105	375,105	375,105	0	3,000,840
Project Total:	14,103,975	2,810,605	2,810,605	2,810,605	2,812,605	2,812,605	0	28,161,000

Fund	<2016	2016	2017	2018	2019	2020	>2020	All Years
Item Number: 421371 1      Project Description: SANTA ROSA COUNTY TRANSIT NON-URBANIZED AREA 5311      *NON-SIS*								
District: 03      County: SANTA ROSA	Type of Work: OPERATING/ADMIN. ASSISTANCE				Project Length: .000			
OPERATIONS / MANAGED BY SANTA ROSA COUNTY								
-TOTAL OUTSIDE YEARS	1,052,792	0	0	0	0	0	0	1,052,792
Item 421371 1 Totals:	1,052,792	0	0	0	0	0	0	1,052,792
Item Number: 421371 2      Project Description: SANTA ROSA COUNTY TRANSIT NON-URBANIZED AREA 5311      *NON-SIS*								
District: 03      County: SANTA ROSA	Type of Work: OPERATING/ADMIN. ASSISTANCE				Project Length: .000			
OPERATIONS / MANAGED BY SANTA ROSA COUNTY								
DU -STATE PRIMARY/FEDERAL REIMB	302,071	100,000	0	0	0	0	0	402,071
LF -LOCAL FUNDS	302,071	100,000	0	0	0	0	0	402,071
Item 421371 2 Totals:	604,142	200,000	0	0	0	0	0	804,142
Item Number: 421371 3      Project Description: SANTA ROSA COUNTY FTA 5310 CAPITAL-OPERATING      *NON-SIS*								

District: 03	County: SANTA ROSA	Type of Work: OPERATING/ADMIN. ASSISTANCE					Project Length: .000	
CAPITAL / MANAGED BY SANTA ROSA COUNTY								
FTA -FEDERAL TRANSIT ADMINISTRATION	0	150,000	150,000	150,000	150,000	150,000	0	750,000
LF -LOCAL FUNDS	0	37,500	37,500	37,500	37,500	37,500	0	187,500
Item 421371 3 Totals:	0	187,500	187,500	187,500	187,500	187,500	0	937,500
Project Total:	1,656,934	387,500	187,500	187,500	187,500	187,500	0	2,794,434

Fund	<2016	2016	2017	2018	2019	2020	>2020	All Years
FLP: INTERMODAL								
Item Number: 420300 1	Project Description: PENSACOLA INTERNATIONAL AIRPORT LAND ACQUISITION COMMERCE PARK							*SIS*
District: 03	County: ESCAMBIA	Type of Work: AVIATION CAPACITY PROJECT				Project Length:		.000
CAPITAL / RESPONSIBLE AGENCY NOT AVAILABLE								
DS -STATE PRIMARY HIGHWAYS & PTO	1,200,000	0	0	0	0	0	0	1,200,000
Item 420300 1 Totals:	1,200,000	0	0	0	0	0	0	1,200,000
Project Total:	1,200,000	0	0	0	0	0	0	1,200,000

Fund	<2016	2016	2017	2018	2019	2020	>2020	All Years
Item Number: 433602 1                      Project Description: PENSACOLA GULF COAST REGIONAL AIRPORT                      *SIS*								
District: 03                      County: ESCAMBIA                      Type of Work: AVIATION REVENUE/OPERATIONAL                      Project Length: .000								
CAPITAL / RESPONSIBLE AGENCY NOT AVAILABLE								
-TOTAL OUTSIDE YEARS	2,400,000	0	0	0	0	0	0	2,400,000
Item 433602 1 Totals:	2,400,000	0	0	0	0	0	0	2,400,000
Item Number: 433602 2                      Project Description: PENSACOLA GULF COAST REGIONAL AIRPORT                      *SIS*								
District: 03                      County: ESCAMBIA                      Type of Work: AVIATION REVENUE/OPERATIONAL                      Project Length: .000								
CAPITAL / RESPONSIBLE AGENCY NOT AVAILABLE								
-TOTAL OUTSIDE YEARS	1,803,858	0	0	0	0	0	0	1,803,858
Item 433602 2 Totals:	1,803,858	0	0	0	0	0	0	1,803,858
Project Total:	4,203,858	0	0	0	0	0	0	4,203,858

Fund	<2016	2016	2017	2018	2019	2020	>2020	All Years



MISCELLANEOUS								
Item Number: 414706 1		Project Description: PENSACOLA ITS PROJ. & VIDEO MONITORING OF P'COLA BAY BR. NO. 480035						*SIS*
District: 03	County: ESCAMBIA	Type of Work: TRAFFIC MANAGEMENT CENTERS				Project Length:		2.967
PRELIMINARY ENGINEERING / MANAGED BY FDOT								
DIH -STATE IN-HOUSE PRODUCT SUPPORT	381	0	0	0	0	0	0	381
RAILROAD & UTILITIES / MANAGED BY FDOT								
DS -STATE PRIMARY HIGHWAYS & PTO	10,000	0	0	0	0	0	0	10,000
CONSTRUCTION / MANAGED BY FDOT								
DDR -DISTRICT DEDICATED REVENUE	14,595	0	0	0	0	0	0	14,595
DIH -STATE IN-HOUSE PRODUCT SUPPORT	11,014	0	0	0	0	0	0	11,014
DS -STATE PRIMARY HIGHWAYS & PTO	92,000	0	0	0	0	0	0	92,000
OPERATIONS / MANAGED BY FDOT								
DI -ST. - S/W INTER/INTRASTATE HWY	4,202,897	0	0	0	0	0	0	4,202,897
DITS -STATEWIDE ITS - STATE 100%.	23,350,177	2,604,500	2,604,500	2,605,000	596,000	610,000	2,589,000	34,959,177
Item 414706 1 Totals:	27,681,064	2,604,500	2,604,500	2,605,000	596,000	610,000	2,589,000	39,290,064
Project Total:	27,681,064	2,604,500	2,604,500	2,605,000	596,000	610,000	2,589,000	39,290,064

Fund	<2016	2016	2017	2018	2019	2020	>2020	All Years
Item Number: 436511 1      Project Description: CITY OF PENSACOLA FERRY LANDING @ PLAZA DE LUNA      *NON-SIS*								
District: 03	County: ESCAMBIA	Type of Work: FERRY BOAT/WATER TAXI				Project Length:		.000
PRELIMINARY ENGINEERING / MANAGED BY PENSACOLA, CITY OF								
PLH -PUBLIC LANDS HIGHWAY	190,000	0	0	0	0	0	0	190,000
CONSTRUCTION / MANAGED BY PENSACOLA, CITY OF								
PLH -PUBLIC LANDS HIGHWAY	0	1,110,000	0	0	0	0	0	1,110,000
Item 436511 1 Totals:	190,000	1,110,000	0	0	0	0	0	1,300,000
Project Total:	190,000	1,110,000	0	0	0	0	0	1,300,000
District 03 Totals:	527,147,832	232,809,505	556,587,291	39,402,410	95,913,135	36,641,743	96,945,365	1,585,447,281
Grand Total 527,147,832 232,809,505 556,587,291 39,402,410 95,913,135 36,641,743 96,945,365 1,585,447,281								

# **Appendix B**

## **Acronyms/Definitions**

**ALDOT** Alabama Department of Transportation: State agency responsible for transportation issues and planning in Alabama

**BPAC** Bicycle/Pedestrian Advisory Committee: Advisory committee utilized by metropolitan planning organizations (MPOs) for specialized citizen input into the transportation planning process.

**BRATS** Baldwin Rural Area Transportation System: Public Transit System

**CAC** Citizens' Advisory Committee: Advisory committee utilized by most metropolitan planning organizations (MPOs) for citizen input into the transportation planning process.

**CFR** Code of Federal Regulations: Compilation of the rules of the executive department and agencies of the federal government

**CMAQ** Congestion Mitigation and Air Quality Improvement Program: A new categorical funding program created under ISTEA which directs funding to projects that contribute to meeting national air quality standards in non-attainment areas for ozone and carbon monoxide.

**CMPP** Congestion Management Process Plan: This plan assists decision-makers in selecting cost effective, short term strategies to enhance the mobility of people and goods by rating the performance of existing transportation facilities

**CTC** Community Transportation Coordinators: People contracted by the Transportation Disadvantaged Commission to provide complete, cost-effective and efficient transportation services to transportation disadvantaged (TD) persons.

**CTST** Community Traffic Safety Team: Florida's Community Traffic Safety Teams (CTSTs) are locally based groups of highway safety advocates who are committed to solving traffic safety problems through a comprehensive, multi-jurisdictional, multi-disciplinary approach. Members include local city, county, state, and occasionally federal agencies, as well as private industry representatives and local citizens.

**DCA** Department of Community Affairs: State land planning agency responsible for a number of programs, including Chapters 163 and 380 of the Florida Statutes (F.S.).

**DEP** Florida Department of Environmental Protection: State agency responsible for the implementation of most of Florida's environmental regulations, including air monitoring and assessment; formerly the Departments of Natural Resources and Environmental Regulation.

**ECAT** Escambia County Area Transit: Public transportation system.

**EMO** Environmental Management Office: The office at the Florida Department of Transportation responsible for protecting and enhancing a sustainable human and natural environment while developing safe, cost effective, and efficient transportation systems.

**EPA** Environmental Protection Agency: A federal agency responsible for dealing with national environmental issues.

**FAA** Federal Aviation Administration: Federal entity responsible for overseeing air commerce, air traffic control, noise abatement and other related issues.

**FDOT** Florida Department of Transportation: State agency responsible for transportation issues and planning in Florida.

**FHWA** Federal Highway Administration: Division of the U.S. Department of Transportation responsible for administering federal highway transportation programs.

**F.S.** Florida Statutes: Documents in which Florida's laws are found.

**FTA** Federal Transit Administration: A statewide, comprehensive transportation plan which establishes long-range goals to be accomplished over a 20-25 year time frame; developed by Florida Department of Transportation (FDOT); updated on an annual basis.

**FTP** Florida Transportation Plan: A statewide, comprehensive transportation plan which establishes long-range goals to be accomplished over a 20-25 year time frame; developed by Florida Department of Transportation (FDOT); updated on an annual basis.

**FY** Fiscal Year: A budget year; runs from July 1 through June 30 for the state of Florida, and from October 1 through September 30 for the federal government.

**ICE** Intergovernmental Coordination Element: Required element of a local government comprehensive plan addressing coordination between adjacent local governments, and regional and state agencies; requirements for content are found in Rule 9J-5.015, F.A.C. and 163.3177(6)(h), F.S.

**ITS** Intelligent Transportation System: The use of computer and communications technology to facilitate the flow of information between traveler and system operators to improve mobility and transportation productivity.

**JPA** Joint Participation Agreement: Legal instrument describing intergovernmental tasks to be accomplished and/or funds to be paid between government agencies. **K** Design Hour Factor: Used to convert daily traffic counts to hourly traffic counts, and annual average traffic counts to peak season traffic counts; most road are designed for peak hour, peak season traffic counts. **LDR** Land Development Regulations: Local development regulations used to implement comprehensive plans; required by 9J-5.006, F.A.C. and Chapter 163.3177(6)(a), F.S.

**LAP** Local Agency Program: Agreement negotiated between a Local Agency and FDOT allocating Federal funds to a transportation project.

**LRC** Long Range Component: The part of the Florida Transportation Plan (FTP) that addresses a time span of about 20 years; updated at least every five years to reflect changes in the issues, goals and long range objectives.

**LRTP** Long Range Transportation Plan: A 20 year forecast plan required of state planning agencies and TPO/MPOs; it must consider a wide range of social, environmental, energy and economic factors in determining overall regional goals and consider how transportation can best meet these goals.

**MAP 21** Moving Ahead for Progress in the 21<sup>st</sup> Century Act. Federal legislation that was signed into law on July 6, 2012 that funds surface transportation programs at over \$105 billion for fiscal years 2013 and 2014.

## **MPO** See TPO

**MPOAC** Metropolitan Planning Organization Advisory Council: An advisory council, consisting of one member from each TPO, which serves the principal forum for collaborative policy discussion in urban areas; it was created by law to assist the TPO/MPOs in carrying out the urbanized area transportation planning process.

**NHS** National Highway System: Specific major roads to be designated by September 30, 1995; the NHS will consist of 155,000 (plus or minus 15%) miles of road and represents one category of roads eligible for federal funds under ISTEA.

**RTPO** Regional Transportation Planning Organization:

**ROW** Right-of-Way: Real property that is used for transportation purposes; defines the extent of the corridor that can be used for the road and associated drainage.

**RPC** Regional Planning Council: A multipurpose organization composed of representatives of local governments and appointed representatives from the geographic area covered by the council, and designated as the primary organization to address problems and plan solutions that are of greater than local concern or scope; currently 11 regional planning councils exist in Florida.

**SAFETEA-LU** Safe, Accountable, Flexible, and Efficient Transportation Equity Act, a Legacy for Users: Federal legislation that was signed into law on August 10<sup>th</sup> 2005. This legislation built upon the ISTEA and TEA-21 premises but advocated a new direction in transportation planning, as evidenced by its name.

**SIS** Strategic Intermodal System: The SIS is a transportation system that is made up of statewide and regionally significant facilities and services (strategic), that contains all forms of transportation for moving both people and goods, including linkages that provide for smooth and efficient transfers between modes and major facilities (intermodal), and that integrates individual facilities, services, forms of transportation (modes) and linkages into a single, integrated transportation network (system)

**SRTS** Safe Routes to School: The Safe Routes to School Program (SRTS) was authorized in August 2005 by Section 1404 of the federal transportation act, SAFETEA-LU (the *Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users*). SRTS funds are administered through the seven FDOT Districts and overseen by the State Safe Routes to School Coordinator. Program guidelines and other program documents have been developed to create a competitive application process for infrastructure projects and non-infrastructure programs.

**STIP** State Transportation Improvement Program: A staged, multiyear, statewide, intermodal program that is consistent with the state and metropolitan transportation plans; identifies the priority transportation projects to be done over the next three years; is developed by the Florida Department of Transportation (FDOT) and must be approved by the Federal Highway Administration (FHWA) and the Federal Transit Administration (FTA) at least every two years.

**TAP** Transportation Alternatives Program. Provides funding for programs and projects defined as transportation alternatives, including on and off road pedestrian and bicycle facilities, infrastructure projects for improving non-driver access to public transportation and enhanced mobility, community improvement activities, and environmental mitigation, recreational trail program projects, safe

routes to school projects, and projects for the planning design or construction of boulevards and other roadways largely in the right-of-way of former Interstate System routes or other divided highways.

**TCC** Technical Coordinating Committee: A standing committee of most metropolitan planning organizations (MPOs); function is to provide advice on plans or actions of the MPO from planners, engineers and other staff members (not general citizens.)

**TD** Transportation Disadvantaged: People who are unable to transport themselves or to purchase transportation due to disability, income status or age.

**TDP** Transit Development Program: A plan developed by the transit operator and endorsed by the TPO; it addresses public transportation needs, operations, services, and contains a financial plan. The plan has a 10-year horizon, with a major update every five years, and it also requires annual updates.

**TDSP** Transportation Disadvantage Service Plan: A five year plan which reviews the need for Transportation Disadvantaged services, goals, objectives, and performance measures; it is updated annually.

**TIP** Transportation Improvement Program: A priority list of transportation projects developed by a metropolitan planning organization that is to be carried out within the five year period following its adoption; must include documentation of federal and state funding sources for each project and be consistent with adopted local comprehensive plans.

**TPO (MPO)** Transportation or Metropolitan Planning Organization: The forum for cooperative transportation decision-making; required for urbanized areas with populations over 50,000.

**TSM** Transportation Systems Management: Strategies to improve the efficiency of the transportation system through operational improvements such as the use of bus priority or reserved lanes, signalization, access management, turn restrictions, etc.

**UPWP** Unified Planning Work Program: Developed by Metropolitan Planning Organizations (MPOs); identifies all transportation and transportation air quality activities anticipated within the next one to two years, including schedule for completing, who is doing it, and products to be produced

## **Appendix C**

### **Phase and Fund Codes**

## **TIP Phase Codes**

<u>PHASE GROUP</u>	<u>PHASE TYPE</u>
1 - Planning	1 - In-House
2 - P.D. & E.	2 - Consultant/Contractor
3 - Preliminary Engineering	3 - Purchase
4 - Right of Way	4 - Grant*
5 - Construction	5 - Relocate
6 - Construction Support	6 - Utility
7 - Maintenance	7 - Railroad
8 - Operations	8 - Other Agency**
9 - Capital	9 - Indirect Support
A - Administration	A - Contract Incentive
B - Research	B - Service Contract
C - Environmental	C - Districtwide/GC***

\* Use phase type '4' when there is a grant number attached and it can be tracked in the FLAIR System. Typically FDOT is not involved in monitoring these projects.

\*\* Use phase type '8' when FDOT contracts with another governmental agency for services provided. FDOT will be responsible for the administration and oversight of the project (i.e., LAP projects).

\*\*\* Not to be used for direct programming. Will be used as part of the automated redistribution of costs for districtwide/GC contracts.

## **Fund Codes**

The following pages were taken from the FDOT Work Program Instructions for the Tentative Work Program (FY 14-15 to 18/19). These pages contain definitions for the various funding codes used in the TIP.



# Florida Department of Transportation

## Active Funds Groups and Codes in FM

FUND	DESCRIPTION	GROUP	DESCRIPTION
ACAN	Advanced Construction Any Area	F32	O.F.A. – AC Funding
ACBR	Advance Construction (BRT)	F32	O.F.A. – AC Funding
ACCM	Advance Construction (CM)	F32	O.F.A. - AC Funding
ACEM	Earmarks AC	F43	100% Federal Demo/Earmark
ACEN	Advance Construction (EBNH)	F32	O.F.A. - AC Funding
ACEP	Advance Construction (EBBP)	F32	O.F.A. - AC Funding
ACER	Advance Construction (ER)	F32	O.F.A. - AC Funding
ACIM	Advance Construction (IM)	F12	I, IM – AC Funding
ACNH	Advance Construction (NH)	F22	NH – AC Funding
ACNP	Advance Construction (NHPP)	F22	NH – AC Funding
ACNR	Ac Nat Hwy Perform Resurfacing	F22	NH – AC Funding
ACSA	Advance Construction (SA)	F32	O.F.A. - AC Funding
ACSB	AC for SABR - STP Bridges	F32	O.F.A. - AC Funding
ACSE	Advance Construction (SE)	F32	O.F.A. - AC Funding
ACSL	Advance Construction (SL)	F32	O.F.A. - AC Funding
ACSN	Advance Construction (SN)	F32	O.F.A. - AC Funding
ACSU	Advance Construction (SU)	F32	O.F.A. - AC Funding
ACTA	AC-Trans Alternatives Any Area	F32	O.F.A. - AC Funding
ACTL	Trans Alternatives <200K	F32	O.F.A. - AC Funding
ACTN	AC-Trans Alternatives <5K	F32	O.F.A. - AC Funding
ACTU	AC-Trans Alternatives >200K	F32	O.F.A. - AC Funding
BNBR	Amendment 4 Bonds (Bridges)	N31	Bonds
BNCA	Bond - Controlled Access	N31	Bonds
BNDS	Bond - State	N31	Bonds
BNIR	R/W & Bridge Bonds for Intrastate	N31	Bonds
BNPK	Amendment 4 Bonds (TPK)	N32	Bonds – Turnpike
BRAC	BRT (AC/Regular)	F34	O.F.A. – AC/Regular
BRP	State Bridge Replacement	N11	100% State
BRRP	State Bridge Repair and Rehab	N11	100% State
BRT	Federal Bridge Replacement – On System	F31	O.F.A. – Regular Funds
BRTD	Federal Bridge Replacement – Discretionary	F33	O.F.A. – Demo/Earmark Funds
BRTZ	BRT (AC/Regular)	F31	O.F.A. - Regular Funds
CFA	Contractor Funds Advance	N49	Other Non-Federal Funds
CIGP	County Incentive Grant Program	N11	100% State
CIGR	CIGP for Growth Management	N11	100% State
CM	Congestion Mitigation - AQ	F31	O.F.A. - Regular Funds
COE	Corp of Engineers (Non-Budget)	F49	100% Federal Non-FHWA
D	Unrestricted State Primary	N11	100% State
DC	State Primary PE Consultants	N11	100% State

DCA	Department of Community Affairs	N49	Other Non-Federal Funds
DDR	District Dedicated Revenue	N11	100% State
DDRF	District Dedicated Revenue Matching Fnds	N11	100% State
DEM	Environmental Mitigation	N11	100% State
DEMW	Environmental Mitigation-Wetlands	N11	100% State
DEP	Department of Environmental Protection	N11	100% State
DER	Emergency Relief – State Funds	N11	100% State
DFTA	Federal Pass-Through \$ from FTA	F49	100% Federal Non-FHWA
DI	State-Statewide Inter/Intrastate Highway	N11	100% State
DIH	State In-house Product Support	N11	100% State
DIOH	State 100% - Overhead	N11	100% State
DIRS	Advance Acquisition - Intrastate Corridor	N11	100% State
DIRT	State Funds (DIRS) on TPK	N21	Turnpike Capital Improvement
DIS	Strategic Intermodal System	N11	100% State
DITS	Statewide ITS	N11	100% State
DL	Local Funds - PTO - Budgeted	N44	Local
DPTO	State PTO	N11	100% State
DRA	Rest Areas	N11	100% State
DS	State Primary Highways and PTO	N11	100% State
DSB	Primary Consultant/Reimburse by Bond	N41	Toll Capital Improvements
DSBB	Orlando-Orange County Expressway System	N41	Toll Capital Improvements
DSBC	Garcon Point Bridge	N41	Toll Capital Improvements
DSBD	I – 95 Express Lanes	N41	Toll Capital Improvements
DSBE	Emerald Coast Bridge Authority	N41	Toll Capital Improvements
DSBF	I-595	N41	Toll Capital Improvements
DSBG	I-75 ML Toll Cap Improvement	N41	Toll Capital Improvements
DSBH	I-4 ML Toll Cap Improvement	N41	Toll Capital Improvements
DSBI	Palmetto Toll Cap Improvement	N41	Toll Capital Improvements
DSBP	Pensacola Bay Bridge	N41	Toll Capital Improvements
DSBT	Turnpike/Reimbursed by Tolls	N41	Toll Capital Improvements
DSB0	Unallocated to Facility	N41	Toll Capital Improvements
DSB1	Skyway	N41	Toll Capital Improvements
DSB2	Everglades Parkway/Alligator Alley	N41	Toll Capital Improvements
DSB3	Pinellas Bayway	N41	Toll Capital Improvements
DSB4	Miami - Dade Expressway Authority	N41	Toll Capital Improvements
DSB5	Beachline Expressway	N41	Toll Capital Improvements
DSB6	Tampa-Hillsborough Expressway Authority	N41	Toll Capital Improvements
DSB7	Mid-Bay Bridge Authority	N41	Toll Capital Improvements
DSB9	Navarre Bridge	N41	Toll Capital Improvements
DSF	State Primary Matching Funds	N11	100% State
DU	State Primary/Federal Reimbursement	F49	100% Federal - Non-FHWA
DWS	Weigh Stations	N11	100% State
EB	Equity Bonus	F31	O.F.A. - Regular Funds
EBBP	Equity Bonus - Bridge	F34	O.F.A. – AC/Regular
EBNH	Equity Bonus – NH	F34	O.F.A. – AC/Regular

EBOH	Equity Bonus - Overhead	F31	O.F.A. – Regular Funds
EM09	GAA Earmarks FY 2009	N11	100% State
EM10	GAA Earmarks FY 2010	N11	100% State
EM11	GAA Earmarks FY 2011	N11	100% State
ER05	Hurricanes 2005	F42	100% Federal – Emergency
ER06	Hurricanes 2006	F42	100% Federal – Emergency
ER08	Hurricanes 2008	F42	100% Federal - Emergency
ER09	2009 Emergency Relief Events	F42	100% Federal - Emergency
ER10	2010 Emergency Relief Events	F42	100% Federal - Emergency
ER13	2013 Emergency Relief Events	F42	100% Federal - Emergency
FAA	Federal Aviation Administration	F49	100% Federal - Non-FHWA
FBD	Ferryboat Discretionary	F33	O.F.A. – Demo/Earmark Funds
FCO	Primary/Fixed Capital Outlay	N11	100% State
FD21	FDM – Dodge Island Tunnel	F33	O.F.A. – Demo/Earmark Funds
FD22	FDM – Biscayne Blvd. - Miami	F33	O.F.A. – Demo/Earmark Funds
FD34	FED -Airport Access Road - Jacksonville	F33	O.F.A. – Demo/Earmark Funds
FEDR	Federal Research Activities	F49	100% Federal – Non-FHWA
FEMA	Federal Emergency Management Assistance	F49	100% Federal - Non-FHWA
FFTF	Federal Forfeiture Trust Fund	F49	100% Federal – Non-FHWA
FGWB	Fixed Guideway Bond Projects	N49	Other Non-Federal Funds
FHPP	Federal High Priority Projects	F33	O.F.A. – Demo/Earmark Funds
FLEM	FL Div of Emergency Management	N49	Other Non-Federal Funds
FMA	Federal Maritime Administration	F49	100% Federak – Non-FHWA
FRA	Federal Railroad Administration	F49	100% Federal Non-FHWA
FRAD	FRA Grant Payback	N11	100% State
FRM6	Highway Priority Projects	F43	100% Federal Demo/Earmark
FSDU	Fed Stimulus, FTA Reimb	F49	100% Federal – Non-FHWA
FSF1	Fed Stimulus, S/W Managed	F45	100% Federal Stimulus
FSFB	Fed Stimulus, Ferry Boat Disc	F45	100% Federal Stimulus
FSSE	Fed Stimulus, Enhancement	F45	100% Federal Stimulus
FSSL	Fed Stimulus, Areas <= 200K	F45	100% Federal Stimulus
FSSN	Fed Stimulus, Non-Urban	F45	100% Federal Stimulus
FSSU	Fed Stimulus, Urbn Areas > 200K	F45	100% Federal Stimulus
FTA	Federal Transit Administration	F49	100% Federal Non-FHWA
FTAD	FTA Funds Comm. By TD Comm.	F49	100% Federal Non-FHWA
FTAT	FHWA Transfer to FTA (Non-Budgeted)	F43	100% Federal Demo/Earmark
F001	Fed. Discretionary – US 19	F33	O.F.A. – Demo/Earmark Funds
F002	Corridors/Borders – US 19	F33	O.F.A. – Demo/Earmark Funds
F003	I-75 Discretionary	F33	O.F.A. – Demo/Earmark Funds
F004	Corridors/Borders – Boca Raton	F33	O.F.A. – Demo/Earmark Funds
F330	Sec 330 STP Earmarks 2003	F43	100% Federal Demo/Earmark
GMR	General Revenue for SIS	N11	100% State
GRSC	General Revenue for SCOP	N11	100% State
GR08	General Revenue Projects for 2008 GAA	N11	100% State

HP	Federal Highway Planning	F31	O.F.A. - Regular Funds
HPAC	HP (AC/Regular)	F34	O. F. A. – AC/Regular
HPP	High Priority Projects	F43	100% Federal Demo/Earmark
HR	Federal Highway Research	F31	O.F.A. - Regular Funds
HRRR	High Risk Rural Road	F31	O.F.A. - Regular Funds
HSP	Highway Safety Program	F31	O.F.A. - Regular Funds
HSRR	High Speed Rail (FRA Non-ARRA)	F49	100% Federal Non-FHWA
HSRS	High Speed Rail Stimulus (FRA)	F49	100% Federal Non-FHWA
IBRC	Innovative Bridge Res. & Const.	F43	100% Federal Demo/Earmark
IM	Interstate Maintenance	F11	I, IM – Regular Funding
IMAC	IM (AC/Regular)	F13	IM – AC/Regular
IMD	Interstate Maintenance Discretionary	F41	100% Federal Funds
IRR	Indian Reservation Roads	F31	O.F.A. - Regular Funds
IVH	Intelligent Vehicle Highway System	F33	O.F.A. – Demo/Earmark Funds
LF	Local Funds	N44	Local
LFD	“LF” for STTF Utility Work	N11	100% State
LFF	Local Fund - for Matching F/A	N44	Local
LFI	Local Funds Interest Earned	N44	Local
LFNE	Local Fund Not in Escrow	N44	Local
LFP	Local Fund for Participating	N44	Local
LFR	Local Funds/Reimbursable	N44	Local
LFRF	Local Fund Reimbursable-Future	N44	Local
LFU	Local Funds for Unforeseen Work	N44	Local
LHIP	Highway Infrastructure – 2010	F31	O.F.A. - Regular Funds
LRSC	Local Reimbursable-Small Cnty	N44	Local
MCSA	Motor Carrier Safety Assistance	F31	O.F.A. - Regular Funds
MCSG	Motor Carrier Safety Grant	F49	100 % Federal - Non-FHWA
MG	Minimum Guarantee	F31	O.F.A. - Regular Funds
NCPD	National Corridor Plan & Dev	F33	O.F.A. – Demo/Earmark Funds
NH	Principal Arterials	F21	NH – Regular Funding
NHAC	NH (AC/Regular)	F23	NH – AC/Regular
NHBR	National Highway Bridges	F21	NH - Regular Funding
NHEX	National Perform Prog. Exempt	F21	NH - Regular Funding
NHPP	IM, Brdg Repl, Natnl Hwy-MAP 21	F21	NH - Regular Funding
NHRE	Nat. Hwy. Perform – Resurfacing	F21	NH - Regular Funding
NHTS	National Highway Traffic Safety	F49	100% Federal – Non-FHWA
NSTP	New Starts Transit Program	N11	100% State
OST	Office Of The Secretary Usdot	F49	100% Federal – Non-FHWA
PKBD	Turnpike Master Bond Fund	N21	Turnpike Capital Improvements
PKER	Turnpike Maintenance Reserve-ER	N24	Turnpike Emergency

PKLF	Local Support for Turnpike	N45	Local – Turnpike
PKMT	Central Florida Beltway Trust Fund	N21	Turnpike Capital Improvements
PKM1	Turnpike Toll Maintenance	N23	Turnpike Maintenance
PKOH	Turnpike Indirect Costs	N21	Turnpike Capital Improvements
PKYI	Turnpike Improvement	N21	Turnpike Capital Improvements
PKYO	Turnpike Toll Collection/Operation	N22	Turnpike Operations
PKYR	Turnpike Renewal and Replacement	N21	Turnpike Capital Improvements
PL	Metro Plan (85% FA; 15% Other)	F41	100% Federal Funds
PLER	Planning – Emergency Relief	F42	100% Federal - Emergency
PLAC	Metro Plan – AC/Regular	F44	100% Federal – AC/Regular
PLH	Public Lands Highway	F41	100% Federal Funds
PLHD	Public Lands Highway Discretionary	F43	100% Federal Demo/Earmark
PORB	Port Funds Returned From Bonds	N11	100% State
PORT	Seaports	N11	100% State
RBRP	Reimbursable BRP Funds	N11	100% State
RECT	Recreational Trails	F31	O.F.A. - Regular Funds
RED	Redistr. Of FA (SEC 1102F)	F31	O.F.A. - Regular Funds
RHH	Rail-Highway Crossings – Hazard	F31	O.F.A. - Regular Funds
RHP	Rail-Highway Crossings – Prot. Devices	F31	O.F.A. - Regular Funds
SA	STP, any Area	F31	O.F.A. - Regular Funds
SABR	STP, Bridges	F31	O.F.A. - Regular Funds
SAFE	Secure Airports for FL Economy	N11	100% State
SB	Scenic Byways	F33	O.F.A. – Demo/Earmark Funds
SBPF	Safety Belt Performance – FHWA	F41	100% Federal Funds
SBPG	Safety Belt Performance Grant	F49	100 % Federal - Non-FHWA
SCOP	Small County Outreach Program	N11	100% State
SCRA	Small County Resurfacing	N11	100% State
SE	STP, Enhancement	F31	O.F.A. - Regular Funds
SED	State Economic Development	N11	100% State
SIBG	SIB Funds – Growth Managment	N48	Other SIB Funds
SIB1	State Infrastructure Bank	N48	Other SIB Funds
SL	STP, Areas <= 200k	F31	O.F.A. - Regular Funds
SN	STP, Mandatory Non-Urban	F31	O.F.A. - Regular Funds
SR	STP, Railroad Hazard Elimination	F31	O.F.A. - Regular Funds
SR2E	Safe Routes – Either	F31	O.F.A. - Regular Funds
SR2N	Safe Routes to School - Non-Infrastructure	F31	O.F.A. - Regular Funds
SR2S	Safe Routes to School – Infrastructure	F31	O.F.A. - Regular Funds
SS	STP, Safety	F31	O.F.A. - Regular Funds
SSM	Federal Support Services/Minority	F41	100% Federal Funds
ST10	STP Earmarks – 2010	F43	100% Federal Demo/Earmark

SU	STP, Urban Areas > 200k	F31	O.F.A. - Regular Funds
S112	STP, Earmarks – 2006	F43	100% Federal Demo/Earmark
S115	STP, Earmarks – 2004	F43	100% Federal Demo/Earmark
S117	STP, Earmarks – 2005	F43	100% Federal Demo/Earmark
S125	STP Earmarks - 2009	F43	100% Federal Demo/Earmark
S126	Belleair Cswy Bridge Replace	F43	100% Federal Demo/Earmark
S129	STP Earmarks - 2008	F43	100% Federal Demo/Earmark
TALL	Transportation Alts – <200K	F31	O.F.A. - Regular Funds
TALN	Transportation Alts – <5K	F31	O.F.A. - Regular Funds
TALT	Transportation Alts – Any Area	F31	O.F.A. - Regular Funds
TALU	Transportation Alts – >200K	F31	O.F.A. - Regular Funds
TCP	Fuel Tax Compliance Project	F41	100% Federal Funds
TCSP	Trans, Community and System Preservation	F43	100% Federal Demo/Earmark
TDDR	Trans. Disadvantage DDR Use	N49	Other Non-Federal Funds
TDHC	Trans. Disadvantage Health Care	N49	Other Non-Federal Funds
TDTF	Trans. Disadvantage Trust Fund	N49	Other Non-Federal Funds
TFRT	Toll Facility Revolving Trust Fund	N44	Local
TIFI	Transp. Infrastructure Finance & Inov. Act	F49	100% Federal Non-FHWA
TIF2	TIFIA Loan – Rental Car Facility	F49	100% Federal Non-FHWA
TIGR	TIGER Highway Grant	F43	100% Federal Demo/Earmark
TIMP	Transportation Improvement	F33	O.F.A. – Demo/Earmark Funds
TMBC	Garcon Point Bridge	N43	Toll Maintenance
TMBD	I-95 Express Lanes	N43	Toll Maintenance
TMBG	I-75 ML Toll Maintenance	N43	Toll Maintenance
TMBH	I-4 ML Toll Maintenance	N43	Toll Maintenance
TMBI	Palmetto Toll Maintenance	N43	Toll Maintenance
TMBP	Toll Maint. Pensacola Bridge	N43	Toll Maintenance
TM01	Sunshine Skyway	N43	Toll Maintenance
TM02	Everglades Parkway	N43	Toll Maintenance
TM03	Pinellas Bayway	N43	Toll Maintenance
TM04	Miami - Dade Expressway Authority	N43	Toll Maintenance
TM05	Beachline Expressway East	N43	Toll Maintenance
TM06	Tampa-Hillsborough Expressway Authority	N43	Toll Maintenance
TM07	Mid-Bay Bridge Authority	N43	Toll Maintenance
TM08	Mayport Ferry Operation	N43	Toll Maintenance
TM09	Navarre Bridge	N43	Toll Maintenance
TM10	Sawgrass Expressway	N43	Toll Maintenance
TM11	Orlando – Orange County Expr. System	N43	Toll Maintenance
TOBC	Garcon Point Bridge	N42	Toll Operations

TOBD	I-95 Express Lanes	N42	Toll Operations
TOBF	I-595	N42	Toll Operations
TOBG	I-75 ML Toll Operations	N42	Toll Operations
TOBH	I-4 ML Toll Operations	N42	Toll Operations
TOBI	Palmetto ML Toll Operations	N42	Toll Operations
TOBP	Toll Ops Pensacola Bay Bridge	N42	Toll Operations
TPFP	Truck Parking Facilities Pgm.	F33	O.F.A. – Demo/Earmark Funds
TO01	Sunshine Skyway	N42	Toll Operations
TO02	Everglades Parkway	N42	Toll Operations
TO03	Pinellas Bayway	N42	Toll Operations
TO04	Miami - Dade Expressway Authority	N42	Toll Operations
TO05	Beachline Expressway East	N42	Toll Operations
TO06	Tampa-Hillsborough Expressway Authority	N42	Toll Operations
TO07	Mid-Bay Bridge Authority	N42	Toll Operations
TO08	Mayport Ferry Operation	N42	Toll Operations
TO09	Navarre Bridge	N42	Toll Operations
TO10	Sawgrass Expressway	N42	Toll Operations
TO11	Orlando-Orange County Expressway System	N42	Toll Operations
TRIP	Transp Regional Incentive Program	N11	100% State
TSIN	Safety for Non-Construction	F41	100% Federal Funds
TSIR	Safety for Research Support	F41	100% Federal Funds
TSM	Transport Systems Management	F41	100% Federal Funds
USFW	US Fish and Wildlife Service	F49	100% Federal Non-FHWA
USGS	US Geological Survey	F49	100% Federal Non-FHWA
USHS	US Dept of Homeland Security	F49	100% Federal Non-FHWA
VPPP	Value Pricing Pilot Program	F33	O.F.A. – Demo/Earmark Funds

## Alabama Department of Transportation

### Active Funds Groups and Codes

CA	Cat Description	PREFIX ID	PGM_ID	D_APPR	PGM_NA
01	INTERSTATE	IM	IMODM	M001	NHPP IM M001 - FOR ODD PERCENT
01	INTERSTATE	I	IREG	X420	INTERSTATE REGULAR
01	INTERSTATE	ACI	ACIN	0080	ADCON I NO 36MO PYBK
01	INTERSTATE		EACI	0080	ADCON I 36MO PAYBK
01	INTERSTATE	ACI	ACIN	0090	ADCON I NO 36MO PYBK
01	INTERSTATE		EACI	0090	ADCON I 36MO PAYBK
01	INTERSTATE	I	IREG	0420	INTERSTATE REGULAR
01	INTERSTATE	I	REGI	0420	INTERSTATE REGULAR ADV CONST
01	INTERSTATE	I	REGI	0430	INTERSTATE REGULAR ADV CONST
01	INTERSTATE	I	IREG	0430	INTERSTATE REGULAR
01	INTERSTATE	I	INGC	0450	INTERSTATE GAP CLOSE
01	INTERSTATE	ID	IDSC	0540	INTERSTATE DSCR FUND
01	INTERSTATE	ID	IDSC	0570	INTERSTATE DSCR FUND
02	INTERSTATE MAINTENANCE	IM	IM04	H010	INTERSTATE MAINTENANCE
02	INTERSTATE MAINTENANCE	ACIM	ACR01	H010	ADCON INTERSTATE MAINT Q010
02	INTERSTATE MAINTENANCE	IM	IM04E	L01E	INTERSTATE MAINT S-LU EXT L01E
02	INTERSTATE MAINTENANCE	IM	IM04R	L01R	INTERSTATE MAINT S-LU RES L04R
02	INTERSTATE MAINTENANCE	IM	IM04L	L010	INTERSTATE MAINTENANCE LU
02	INTERSTATE MAINTENANCE	ACIM	ACR01	L010	ADCON INTERSTATE MAINT Q010
02	INTERSTATE MAINTENANCE	IM	IM01M	M001	NHPP INTERSTATE MAINT M001
02	INTERSTATE MAINTENANCE	ACIM	ACR01	Q010	ADCON INTERSTATE MAINT Q010
02	INTERSTATE MAINTENANCE	IM	IM98	Q010	STEAM INTERSTATE MAINTENANCE
02	INTERSTATE MAINTENANCE	I	IRRR	X440	INTERSTATE 4R PROGRAM
02	INTERSTATE MAINTENANCE	ACIM	ACIM	OAB0	ADCON INTERSTATE MAINT
02	INTERSTATE MAINTENANCE	ACIR	ACIR	0070	ADCON IR 36MO PAYBK
02	INTERSTATE MAINTENANCE	IM	IMNT	04M0	INTERSTATE MAINT
02	INTERSTATE MAINTENANCE	I	IRRR	0440	INTERSTATE 4R PROGRAM
02	INTERSTATE MAINTENANCE	IDR	IDRP	0560	INTRST DISCRENRY 4R
03	NATIONAL HIGHWAY SYSTEM	ACNH	ACR05	H050	ADCON NATIONAL HWY SYSTEM Q05
03	NATIONAL HIGHWAY SYSTEM	NH	NH04	H050	NATIONAL HIGHWAY SYSTEM
03	NATIONAL HIGHWAY SYSTEM	NH	NH04E	L05E	NATIONAL HIGHWAY SYSTEM L05E
03	NATIONAL HIGHWAY SYSTEM	ACNH	ACR05	L05E	ADCON NATIONAL HWY SYSTEM Q05
03	NATIONAL HIGHWAY SYSTEM	ACNH	ACR05	L05R	ADCON NATIONAL HWY SYSTEM Q05
03	NATIONAL HIGHWAY SYSTEM	NH	NH04R	L05R	NATIONAL HIGHWAY SYSTEM L05R
03	NATIONAL HIGHWAY SYSTEM	NH	NH04L	L050	NATIONAL HIGHWAY SYSTEM LU
03	NATIONAL HIGHWAY SYSTEM	ACNH	ACR05	L050	ADCON NATIONAL HWY SYSTEM Q05
03	NATIONAL HIGHWAY SYSTEM	NH	NH01M	M001	NATIONAL HIGHWAY M001
03	NATIONAL HIGHWAY SYSTEM	ACNH	01AC	M001	ADV CN NHPP M001
03	NATIONAL HIGHWAY SYSTEM	NH	NH02M	M002	NATIONAL HIGHWAY M002 EXEMPT
03	NATIONAL HIGHWAY SYSTEM	ACNH	ACR05	Q050	ADCON NATIONAL HWY SYSTEM Q05
03	NATIONAL HIGHWAY SYSTEM	NH	NH98	Q050	STEAM NATIONAL HIGHWAY SYSTEM
03	NATIONAL HIGHWAY SYSTEM	ACNH	ACNH	OAC0	ADCON NATIONAL HWY SYSTEM
03	NATIONAL HIGHWAY SYSTEM	NH	NHSP	3150	NATIONAL HWY SYSTEM
03	NATIONAL HIGHWAY SYSTEM	SPR	S37P	37P0	SOIL REMEDIATION
04	SURFACE TRANSPORTATION		CTDA	CTDA	ARRA FED HIGHWAY TIGER GRANT



04	SURFACE TRANSPORTATION	STMOA	STOAC	CTDA	OTHER THAN 200K URBAN ARRA
04	SURFACE TRANSPORTATION	STMOA	STOAC	C200	OTHER THAN 200K URBAN ARRA
04	SURFACE TRANSPORTATION	STMOA	SHSTC	C200	OTHER THAN 200K SHOALS ARRA
04	SURFACE TRANSPORTATION	STMOA	AOSTC	C200	OTHER THAN 200 K AUB/OPE ARRA
04	SURFACE TRANSPORTATION	STMOA	ANSTC	C200	OTHER THAN 200K ANNISTON ARRA
04	SURFACE TRANSPORTATION	STMOA	MNSTC	C200	OTHER THAN 200K MONTG ARRA
04	SURFACE TRANSPORTATION	STMOA	GDSTC	C200	OTHER THAN 200K GADSDEN ARRA
04	SURFACE TRANSPORTATION	STMOA	DTSTC	C200	OTHER THAN 200K DOTHAN ARRA
04	SURFACE TRANSPORTATION	STMOA	DCSTC	C200	OTHER THAN 200K DECATUR ARRA
04	SURFACE TRANSPORTATION	STMOA	TLSTC	C200	OTHER THAN 200K TUSC ARRA
04	SURFACE TRANSPORTATION	STMOA	STOA1	C201	OTHER THAN 200K URBN ARRA FY-1
04	SURFACE TRANSPORTATION	STMOA	STOA2	C202	OTHER THAN 200K URBN ARRA FY-2
04	SURFACE TRANSPORTATION	STMOA	STOA3	C203	OTHER THAN 200K URBN ARRA FY-3
04	SURFACE TRANSPORTATION	STMOA	STOA4	C204	OTHER THAN 200K URBN ARRA FY-4
04	SURFACE TRANSPORTATION	STMOA	STOA5	C205	OTHER THAN 200K URBN ARRA FY-5
04	SURFACE TRANSPORTATION	STMTE	STTEC	C220	TRANSPORTATION ENHANCEMNT ARRA
04	SURFACE TRANSPORTATION	STMTE	STTE1	C221	TRANS ENHANCEMENT ARRA FY-1
04	SURFACE TRANSPORTATION	STMTE	STTE2	C222	TRANS ENHANCEMENT ARRA FY-2
04	SURFACE TRANSPORTATION	STMTE	STTE3	C223	TRANS ENHANCEMENT ARRA FY-3
04	SURFACE TRANSPORTATION	STMTE	STTE4	C224	TRANS ENHANCEMENT ARRA FY-4
04	SURFACE TRANSPORTATION	STMTE	STTE5	C225	TRANS ENHANCEMENT ARRA FY-5
04	SURFACE TRANSPORTATION	STMPC	STPCC	C230	URBAN AREA PHENIX CITY ARRA
04	SURFACE TRANSPORTATION	STMMB	STMBC	C230	URBAN AREA MOBILE ARRA
04	SURFACE TRANSPORTATION	STMLL	STLLC	C230	URBAN AREA LILLIAN/PENS ARRA
04	SURFACE TRANSPORTATION	STMHV	STHVC	C230	URBAN AREA HUNTSVILLE ARRA
04	SURFACE TRANSPORTATION	STMBH	STBHC	C230	URBAN AREA BIRMINGHAM ARRA
04	SURFACE TRANSPORTATION	STMBH	STBH1	C231	URBAN AREA BHAM ARRA FY-1
04	SURFACE TRANSPORTATION	STMLL	STLL1	C231	URBAN AREA LILLIAN/P ARRA FY-1
04	SURFACE TRANSPORTATION	STMHV	STHV1	C231	URBAN AREA HUNTS ARRA FY-1
04	SURFACE TRANSPORTATION	STMMB	STMB1	C231	URBAN AREA MOBILE ARRA FY-1
04	SURFACE TRANSPORTATION	STMPC	STPC2	C231	URBAN AREA PHNIX CTY ARRA FY-2
04	SURFACE TRANSPORTATION	STMPC	STPC1	C231	URBAN AREA PHNIX CTY ARRA FY-1
04	SURFACE TRANSPORTATION	STMMB	STMB2	C232	URBAN AREA MOBILE ARRA FY-2
04	SURFACE TRANSPORTATION	STMHV	STHV2	C232	URBAN AREA HUNTS ARRA FY-2
04	SURFACE TRANSPORTATION	STMLL	STLL2	C232	URBAN AREA LILLIAN/P ARRA FY-2
04	SURFACE TRANSPORTATION	STMBH	STBH2	C232	URBAN AREA BHAM ARRA FY-2
04	SURFACE TRANSPORTATION	STMBH	STBH3	C233	URBAN AREA BHAM ARRA FY-3
04	SURFACE TRANSPORTATION	STMHV	STHV3	C233	URBAN AREA HUNTS ARRA FY-3
04	SURFACE TRANSPORTATION	STMMB	STMB3	C233	URBAN AREA MOBILE ARRA FY-3
04	SURFACE TRANSPORTATION	STMLL	STLL3	C233	URBAN AREA LILLIAN/P ARRA FY-3
04	SURFACE TRANSPORTATION	STMPC	STPC3	C233	URBAN AREA PHNIX CTY ARRA FY-3
04	SURFACE TRANSPORTATION	STMPC	STPC4	C234	URBAN AREA PHNIX CTY ARRA FY-4
04	SURFACE TRANSPORTATION	STMLL	STLL4	C234	URBAN AREA LILLIAN/P ARRA FY-4
04	SURFACE TRANSPORTATION	STMMB	STMB4	C234	URBAN AREA MOBILE ARRA FY-4
04	SURFACE TRANSPORTATION	STMHV	STHV4	C234	URBAN AREA HUNTS ARRA FY-4
04	SURFACE TRANSPORTATION	STMBH	STBH4	C234	URBAN AREA BHAM ARRA FY-4
04	SURFACE TRANSPORTATION	STMBH	STBH5	C235	URBAN AREA BHAM FY-5
04	SURFACE TRANSPORTATION	STMHV	STHV5	C235	URBAN AREA HUNTS ARRA FY-5

04	SURFACE TRANSPORTATION	STMMB	STMB5	C235	URBAN AREA MOBILE ARRA FY-5
04	SURFACE TRANSPORTATION	STMLL	STLL5	C235	URBAN AREA LILLIAN/P ARRA FY-5
04	SURFACE TRANSPORTATION	STMPC	STPC5	C235	URBAN AREA PHNIX CTY ARRA FY-5
04	SURFACE TRANSPORTATION	STMAA	STAAC	C240	STP ANY AREA ARRA
04	SURFACE TRANSPORTATION	STMAA	STAA1	C241	STP ANY AREA ARRA FY-1
04	SURFACE TRANSPORTATION	STMAA	STAA2	C242	STP ANY AREA ARRA FY-2
04	SURFACE TRANSPORTATION	STMAA	STAA3	C243	STP ANY AREA ARRA FY-3
04	SURFACE TRANSPORTATION	STMAA	STAA4	C244	STP ANY AREA ARRA FY-4
04	SURFACE TRANSPORTATION	STMAA	STAA5	C245	STP ANY AREA ARRA FY-5
04	SURFACE TRANSPORTATION	STMNU	STNUC	C250	NON-URBAN AREAS ARRA
04	SURFACE TRANSPORTATION	STMNU	STNU1	C251	NON-URBAN AREAS ARRA FY-1
04	SURFACE TRANSPORTATION	STMNU	STNU2	C252	NON-URBAN AREAS ARRA FY-2
04	SURFACE TRANSPORTATION	STMNU	STNU3	C253	NON-URBAN AREAS ARRA FY-3
04	SURFACE TRANSPORTATION	STMNU	STNU4	C254	NON-URBAN AREAS ARRA FY-4
04	SURFACE TRANSPORTATION	STMNU	STNU5	C255	NON-URBAN AREAS ARRA FY-5
04	SURFACE TRANSPORTATION	RECA	RECAH	H030	REDIST CERTAIN AUTH H030
04	SURFACE TRANSPORTATION	STPOA	SHST	H200	STE A OTHER THAN 200K SHOALS
04	SURFACE TRANSPORTATION	STPOA	SHSTH	H200	STP OTHER THAN 200K SHOALS H20
04	SURFACE TRANSPORTATION	STPOA	STOAH	H200	OTHER THAN 200K URBAN H200
04	SURFACE TRANSPORTATION	STPOA	DCSTH	H200	STP < 200K DECATUR
04	SURFACE TRANSPORTATION	STPOA	DTST	H200	STE A OTHER THAN 200K DOTHAN
04	SURFACE TRANSPORTATION	STPOA	DTSTH	H200	STP < 200K DOTHAN
04	SURFACE TRANSPORTATION	STPOA	GDST	H200	STE A OTHER THAN 200K GADSDEN
04	SURFACE TRANSPORTATION	ACGBSTPNU	GRSN1	H200	GARVEY BONDS ISSUE 1 "STP"
04	SURFACE TRANSPORTATION	STPOA	GDSTH	H200	STP < 200K GADSDEN
04	SURFACE TRANSPORTATION	STPOA	MNSTH	H200	STP < 200K MONTG
04	SURFACE TRANSPORTATION	STPOA	MNST	H200	STE A OTHER THAN 200K MONTG
04	SURFACE TRANSPORTATION	STPOA	ANST	H200	STE A OTHER THAN 200K ANNISTON
04	SURFACE TRANSPORTATION	STPOA	AOST	H200	STE A OTHER THAN 200K AUB/OPE
04	SURFACE TRANSPORTATION	STPOA	ANSTH	H200	STP < 200K ANNISTON
04	SURFACE TRANSPORTATION	ACSTPOA	ACR20	H200	AC STE A OTHER THAN 200K URBAN
04	SURFACE TRANSPORTATION	STPOA	DCST	H200	STE A OTHER THAN 200K DECATUR
04	SURFACE TRANSPORTATION	STPOA	AOSTH	H200	STP < 200K AUB/ OPE
04	SURFACE TRANSPORTATION	STPOA	TLST	H200	STE A OTHER THAN 200K TUSC
04	SURFACE TRANSPORTATION	STPOA	TLSTH	H200	STP < 200K TUSC
04	SURFACE TRANSPORTATION	ACGBSTPNU	GRSN1	H210	GARVEY BONDS ISSUE 1 "STP"
04	SURFACE TRANSPORTATION	STPTE	STTEH	H220	TRANSPORTATION ENHANCEMENT
04	SURFACE TRANSPORTATION	STPPC	STPCH	H230	URBAN AREA PHENIX CITY
04	SURFACE TRANSPORTATION	STPMB	STMBH	H230	URBAN AREA MOBILE
04	SURFACE TRANSPORTATION	STPLL	STLLH	H230	URBAN AREA LILLIAN/PENS
04	SURFACE TRANSPORTATION	STPHV	STHVH	H230	URBAN AREA HUNTSVILLE
04	SURFACE TRANSPORTATION	STPBH	STBHH	H230	URBAN AREA BIRMINGHAM
04	SURFACE TRANSPORTATION	STPAA	STAAH	H240	ANY AREA
04	SURFACE TRANSPORTATION	ACGBSTPNU	GRSN1	H240	GARVEY BONDS ISSUE 1 "STP"
04	SURFACE TRANSPORTATION	STPAA	HNTOH	H240	HUNTSVILLE STPOA FUNDS H240
04	SURFACE TRANSPORTATION	STPAA	HNTOA	H240	HUNTSVILLE STPOA FUNDS
04	SURFACE TRANSPORTATION	ACSTPAA	ACR24	H240	ADV CONS STPAA REG Q240 H240
04	SURFACE TRANSPORTATION	ACGBSTPNU	GRSN1	H250	GARVEY BONDS ISSUE 1 "STP"
04	SURFACE TRANSPORTATION	STPNU	STNUH	H250	NON-URBAN AREAS

04	SURFACE TRANSPORTATION	NHI	NHI08	H290	STP 1/2% NHI TRAINING H29
04	SURFACE TRANSPORTATION	ACRECA	L03AC	L03E	REDIST CERTAIN AUTH L03 ADV CN
04	SURFACE TRANSPORTATION	RECA	RECAE	L03E	REDIST CERTAIN AUTH L03E
04	SURFACE TRANSPORTATION	RECA	RECAL	L030	REDIST CERTAIN AUTH L030
04	SURFACE TRANSPORTATION	ACRECA	L03AC	L030	REDIST CERTAIN AUTH L03 ADV CN
04	SURFACE TRANSPORTATION	STPOA	MNST	L20E	STEAM OTHER THAN 200K MONTG
04	SURFACE TRANSPORTATION	STPOA	GDSTE	L20E	OTHER THAN 200K GADSDEN L20E
04	SURFACE TRANSPORTATION	STPOA	GDST	L20E	STEAM OTHER THAN 200K GADSDEN
04	SURFACE TRANSPORTATION	STPOA	DTSTE	L20E	OTHER THAN 200K DOTHAN L20E
04	SURFACE TRANSPORTATION	STPOA	DTST	L20E	STEAM OTHER THAN 200K DOTHAN
04	SURFACE TRANSPORTATION	ACSTPOA	ACDT	L20E	ADVANCE CN DOTHAN L20
04	SURFACE TRANSPORTATION	STPOA	AOST	L20E	STEAM OTHER THAN 200K AUB/OPE
04	SURFACE TRANSPORTATION	STPOA	ANST	L20E	STEAM OTHER THAN 200K ANNISTON
04	SURFACE TRANSPORTATION	STPOA	ANSTE	L20E	STP OTHER THAN 200K ANST L20E
04	SURFACE TRANSPORTATION	STPOA	AOSTE	L20E	OTHER THAN 200K AUB/OPE
04	SURFACE TRANSPORTATION	AC ATRIP##	A1CRD	L20E	ATRIP BND ISSUE 1 RDWY CONVERT
04	SURFACE TRANSPORTATION	STPOA	DCST	L20E	STEAM OTHER THAN 200K DECATUR
04	SURFACE TRANSPORTATION	AC ATRIP##	A1RDY	L20E	ATRIP BOND ISSUE 1 ROADWAY
04	SURFACE TRANSPORTATION	STPOA	SHST	L20E	STEAM OTHER THAN 200K SHOALS
04	SURFACE TRANSPORTATION	STPOA	SHSTE	L20E	OTHER THAN 200K SHOALS L20E
04	SURFACE TRANSPORTATION	STPOA	STOAE	L20E	OTHER THAN 200K URBAN L20E
04	SURFACE TRANSPORTATION	STPOA	STOAL	L20E	OTHER THAN 200K URBAN L200
04	SURFACE TRANSPORTATION	STPOA	TLST	L20E	STEAM OTHER THAN 200K TUSC
04	SURFACE TRANSPORTATION	STPOA	TLSTE	L20E	STEAM OTHER THAN 200K TUSC L20E
04	SURFACE TRANSPORTATION	STPOA	TLST	L20R	STEAM OTHER THAN 200K TUSC
04	SURFACE TRANSPORTATION	STPOA	STOAR	L20R	OTHER THAN 200K URBAN L20R
04	SURFACE TRANSPORTATION	STPOA	SHST	L20R	STEAM OTHER THAN 200K SHOALS
04	SURFACE TRANSPORTATION	STPOA	DCST	L20R	STEAM OTHER THAN 200K DECATUR
04	SURFACE TRANSPORTATION	STPOA	ANST	L20R	STEAM OTHER THAN 200K ANNISTON
04	SURFACE TRANSPORTATION	STPOA	AOST	L20R	STEAM OTHER THAN 200K AUB/OPE
04	SURFACE TRANSPORTATION	STPOA	DTST	L20R	STEAM OTHER THAN 200K DOTHAN
04	SURFACE TRANSPORTATION	STPOA	GDST	L20R	STEAM OTHER THAN 200K GADSDEN
04	SURFACE TRANSPORTATION	STPOA	GDSTE	L20R	OTHER THAN 200K GADSDEN L20E
04	SURFACE TRANSPORTATION	STPOA	MNST	L20R	STEAM OTHER THAN 200K MONTG
04	SURFACE TRANSPORTATION	STPOA	MNST	L200	STEAM OTHER THAN 200K MONTG
04	SURFACE TRANSPORTATION	STPOA	GDST	L200	STEAM OTHER THAN 200K GADSDEN
04	SURFACE TRANSPORTATION	STPOA	DTST	L200	STEAM OTHER THAN 200K DOTHAN
04	SURFACE TRANSPORTATION	STPOA	AOST	L200	STEAM OTHER THAN 200K AUB/OPE
04	SURFACE TRANSPORTATION	STPOA	ANST	L200	STEAM OTHER THAN 200K ANNISTON
04	SURFACE TRANSPORTATION	STPOA	DCST	L200	STEAM OTHER THAN 200K DECATUR
04	SURFACE TRANSPORTATION	STPOA	SHST	L200	STEAM OTHER THAN 200K SHOALS
04	SURFACE TRANSPORTATION	STPOA	STOAL	L200	OTHER THAN 200K URBAN L200
04	SURFACE TRANSPORTATION	STPOA	TLST	L200	STEAM OTHER THAN 200K TUSC
04	SURFACE TRANSPORTATION	STPTE	STTEE	L22E	STP ENHANCE LU S-LU EXT L22E
04	SURFACE TRANSPORTATION	STPTE	STTER	L22R	STP ENHANCE S-LU RESTORE L22R
04	SURFACE TRANSPORTATION	STPTE	STTEL	L220	TRANSPORTATION ENHANCEMENT L22
04	SURFACE TRANSPORTATION	STPPC	STPCE	L23E	URBAN AREA PHENIX CITY L23E
04	SURFACE TRANSPORTATION	STPMB	STMBE	L23E	URBAN AREA MOBILE L23E

04	SURFACE TRANSPORTATION	STPBH	STBHE	L23E	URBAN AREA BIRMINGHAM L23E
04	SURFACE TRANSPORTATION	STPHV	STHVE	L23E	URBAN AREA HUNTSVILLE L23E
04	SURFACE TRANSPORTATION	STPLL	STLLE	L23E	URBAN AREA LILLIAN/PENS L23E
04	SURFACE TRANSPORTATION	STPLL	STLLR	L23R	URBAN AREA LILLIAN/PENS L23R
04	SURFACE TRANSPORTATION	STPHV	STHVR	L23R	URBAN AREA HUNTSVILLE L23R
04	SURFACE TRANSPORTATION	STPBH	STBHR	L23R	URBAN AREA BIRMINGHAM L23R
04	SURFACE TRANSPORTATION	STPMB	STMBR	L23R	URBAN AREA MOBILE L23R
04	SURFACE TRANSPORTATION	STPPC	STPCR	L23R	URBAN AREA PHENIX CITY L23R
04	SURFACE TRANSPORTATION	STPPC	STPCL	L230	URBAN AREA PHENIX CITY L230
04	SURFACE TRANSPORTATION	STPMB	STMBL	L230	URBAN MOBILE L230
04	SURFACE TRANSPORTATION	STPBH	STBHL	L230	URBAN AREA BIRMINGHAM L230
04	SURFACE TRANSPORTATION	STPHV	STHVL	L230	URBAN AREA HUNTSVILLE L230
04	SURFACE TRANSPORTATION	STPLL	STLLL	L230	URBAN AREA LILLIAN/PENS L230
04	SURFACE TRANSPORTATION	STPOA	MNST	L230	STE A OTHER THAN 200K MONTG
04	SURFACE TRANSPORTATION	ACSTPAA	L24AC	L24E	ADV CONS STPAA REG L240
04	SURFACE TRANSPORTATION	AC ATRIP##	A1RDY	L24E	ATRIP BOND ISSUE 1 ROADWAY
04	SURFACE TRANSPORTATION	AC ATRIP##	A1CRD	L24E	ATRIP BND ISSUE 1 RDWY CONVERT
04	SURFACE TRANSPORTATION	STPAA	STAAE	L24E	STP ANY AREA L24E
04	SURFACE TRANSPORTATION	STMAA	AROV	L24E	ARRA OVERRUN FUNDING
04	SURFACE TRANSPORTATION	STPAA	STAAR	L24R	STP ANY AREA L24R
04	SURFACE TRANSPORTATION	ACSTPAA	L24AC	L24R	ADV CONS STPAA REG L240
04	SURFACE TRANSPORTATION	ACSTPAA	L24AC	L240	ADV CONS STPAA REG L240
04	SURFACE TRANSPORTATION	STPAA	HNTOA	L240	HUNTSVILLE STPOA FUNDS
04	SURFACE TRANSPORTATION	STPAA	STAAL	L240	STP ANY AREA LU
04	SURFACE TRANSPORTATION	STMAA	AROV	L240	ARRA OVERRUN FUNDING
04	SURFACE TRANSPORTATION	STPNU	STNUE	L25E	NON URBAN AREAS L25E
04	SURFACE TRANSPORTATION	AC ATRIP##	A1CRD	L25E	ATRIP BND ISSUE 1 RDWY CONVERT
04	SURFACE TRANSPORTATION	AC ATRIP##	A1RDY	L25E	ATRIP BOND ISSUE 1 ROADWAY
04	SURFACE TRANSPORTATION	STPNU	STNUR	L25R	NON URBAN AREAS L25R
04	SURFACE TRANSPORTATION	STPNU	STNUL	L250	NON-URBAN AREAS LU
04	SURFACE TRANSPORTATION	AC ATRIP##	A1RDY	L250	ATRIP BOND ISSUE 1 ROADWAY
04	SURFACE TRANSPORTATION	AC ATRIP##	A1CRD	L250	ATRIP BND ISSUE 1 RDWY CONVERT
04	SURFACE TRANSPORTATION	NHI	NHI29	L290	STP 1/2% NHI TRSAFETEALU L29
04	SURFACE TRANSPORTATION	AC ATRIP##	A1RDY	M001	ATRIP BOND ISSUE 1 ROADWAY
04	SURFACE TRANSPORTATION	RECA	RECAM	M030	REDIST CERTAIN AUTH M030
04	SURFACE TRANSPORTATION	ACRECA	03AC	M030	ADV CN REDIST CERTIN AUTH M030
04	SURFACE TRANSPORTATION	STPLL	STLLM	M230	STP >200K M230 LILLIAN
04	SURFACE TRANSPORTATION	STPHV	STHVM	M230	STP >200K M230 HUNTSVILLE
04	SURFACE TRANSPORTATION	STPBH	STBHM	M230	STP >200K M230 BIRMINGHAM
04	SURFACE TRANSPORTATION	STPMN	STMNM	M230	STP >200K M230 MONTGOMERY
04	SURFACE TRANSPORTATION	STPMB	STMBM	M230	STP >200K M230 MOBILE
04	SURFACE TRANSPORTATION	STPPC	STPCM	M230	STP >200K M230 PHENIX CITY
04	SURFACE TRANSPORTATION	STPOA	STOAM	M231	STP <200K ALDOT PORTION M231
04	SURFACE TRANSPORTATION	STPOA	SHSTM	M231	STP <200K M231 SHOALS
04	SURFACE TRANSPORTATION	AC ATRIP##	A1CRD	M231	ATRIP BND ISSUE 1 RDWY CONVERT
04	SURFACE TRANSPORTATION	STPOA	DASTM	M231	STP <200K M231 EASTERN SHORE
04	SURFACE TRANSPORTATION	STPOA	AUSTM	M231	STP <200K M231 AUBURN
04	SURFACE TRANSPORTATION	STPOA	ANSTM	M231	STP <200K M231 ANNISTON
04	SURFACE TRANSPORTATION	ACSTPOA	ACTLM	M231	ADVANCE CN TUSC MAP-21 M231

04	SURFACE TRANSPORTATION	STPOA	DCSTM	M231	STP <200K M231 DECATUR
04	SURFACE TRANSPORTATION	STPOA	DTSTM	M231	STP <200K M231 DOTHAN
04	SURFACE TRANSPORTATION	STPOA	GDSTM	M231	STP <200K M231 GADSDEN
04	SURFACE TRANSPORTATION	STPOA	TLSTM	M231	STP <200K M231 TUSCALOOSA
04	SURFACE TRANSPORTATION	ACSTPNU	AC232	M232	ADVANCE CN NON URBAN M232
04	SURFACE TRANSPORTATION	AC ATRIP##	A1CRD	M232	ATRIP BND ISSUE 1 RDWY CONVERT
04	SURFACE TRANSPORTATION	STPNU	STNUM	M232	STP <5K M232 NON URBAN
04	SURFACE TRANSPORTATION	STPAA	STAAM	M240	STP ANY AREA MAP-21 M240
04	SURFACE TRANSPORTATION	AC ATRIP##	A1CRD	M240	ATRIP BND ISSUE 1 RDWY CONVERT
04	SURFACE TRANSPORTATION	STPAA	AAMN	M240	AA / OA CONVERSION FOR MGY TMA
04	SURFACE TRANSPORTATION	ACSTPAA	24AC	M240	ADV CONS STP ANY AREA M240
04	SURFACE TRANSPORTATION	NHI	NHI29	M290	STP 1/2% NHI TRSAFETEALU L29
04	SURFACE TRANSPORTATION	STPOA	OAST	QB10	STE A OTHER THAN 200K URBAN
04	SURFACE TRANSPORTATION	STPMT	MTST	QB40	STE A URBAN AREA MONTGOMERY
04	SURFACE TRANSPORTATION	STPMB	MBST	QB40	STE A URBAN AREA MOBILE
04	SURFACE TRANSPORTATION	STPBH	BHST	QB40	STE A URBAN AREA BIRMINGHAM
04	SURFACE TRANSPORTATION	STPPC	PCST	QB40	STE A URBAN AREA PHENIX CITY
04	SURFACE TRANSPORTATION	STPAA	AAST	QB50	STE A ANY AREA
04	SURFACE TRANSPORTATION	RECA	RECA	Q030	REDIST CERTAIN AUTH
04	SURFACE TRANSPORTATION	STPOA	OAST	Q200	STE A OTHER THAN 200K URBAN
04	SURFACE TRANSPORTATION	STPOA	SHST	Q200	STE A OTHER THAN 200K SHOALS
04	SURFACE TRANSPORTATION	ACSTPOA	ACR20	Q200	AC STE A OTHER THAN 200K URBAN
04	SURFACE TRANSPORTATION	STPOA	ANST	Q200	STE A OTHER THAN 200K ANNISTON
04	SURFACE TRANSPORTATION	STPOA	AOST	Q200	STE A OTHER THAN 200K AUB/OPE
04	SURFACE TRANSPORTATION	STPOA	MNST	Q200	STE A OTHER THAN 200K MONTG
04	SURFACE TRANSPORTATION	STPOA	GDST	Q200	STE A OTHER THAN 200K GADSDEN
04	SURFACE TRANSPORTATION	ACGBSTPNU	GRSN1	Q200	GARVEY BONDS ISSUE 1 "STP"
04	SURFACE TRANSPORTATION	STPOA	DTST	Q200	STE A OTHER THAN 200K DOTHAN
04	SURFACE TRANSPORTATION	STPOA	DCST	Q200	STE A OTHER THAN 200K DECATUR
04	SURFACE TRANSPORTATION	STPOA	TLST	Q200	STE A OTHER THAN 200K TUSC
04	SURFACE TRANSPORTATION	ACGBSTPNU	GRSN1	Q210	GARVEY BONDS ISSUE 1 "STP"
04	SURFACE TRANSPORTATION	STPTE	TEST	Q220	STE A TRANSPORTATION ENHANCEMEN
04	SURFACE TRANSPORTATION	STPMT	MTST	Q230	STE A URBAN AREA MONTGOMERY
04	SURFACE TRANSPORTATION	STPMB	MBST	Q230	STE A URBAN AREA MOBILE
04	SURFACE TRANSPORTATION	STPLL	LLST	Q230	STE A URBAN AREA LILLIAN/PENS
04	SURFACE TRANSPORTATION	STPHV	HVST	Q230	STE A URBAN AREA HUNTSVILLE
04	SURFACE TRANSPORTATION	STPBH	BHST	Q230	STE A URBAN AREA BIRMINGHAM
04	SURFACE TRANSPORTATION	STPPC	PCST	Q230	STE A URBAN AREA PHENIX CITY
04	SURFACE TRANSPORTATION	ACSTPAA	ACR24	Q240	ADV CONS STPAA REG Q240 H240
04	SURFACE TRANSPORTATION	STPAA	AAST	Q240	STE A ANY AREA
04	SURFACE TRANSPORTATION	STPAA	HNTOA	Q240	HUNTSVILLE STPOA FUNDS
04	SURFACE TRANSPORTATION	ACGBSTPNU	GRSN1	Q240	GARVEY BONDS ISSUE 1 "STP"
04	SURFACE TRANSPORTATION	ACGBSTPNU	GRSN1	Q250	GARVEY BONDS ISSUE 1 "STP"
04	SURFACE TRANSPORTATION	STPNU	NUST	Q250	STE A NON URBAN AREAS
04	SURFACE TRANSPORTATION	NHI	NHITP	Q290	NHI TRAINING PROGRAM
04	SURFACE TRANSPORTATION	STPTE	TEST	Q340	STE A TRANSPORTATION ENHANCEMEN
04	SURFACE TRANSPORTATION	ACGBSTPNU	GRVS1	OAR0	GARVEY BONDS ISSUE 1 "STP"

04	SURFACE TRANSPORTATION	ACSTP	ASTP	0AR0	ADVANCED CONST STP
04	SURFACE TRANSPORTATION	ACSTP	ASTP	0AU0	ADVANCED CONST STP
04	SURFACE TRANSPORTATION	ACSTP	ASTP	0AV0	ADVANCED CONST STP
04	SURFACE TRANSPORTATION	ACSTP	ASTP	0AW0	ADVANCED CONST STP
04	SURFACE TRANSPORTATION	STPAA	AAST	0AW0	STEА ANY AREA
04	SURFACE TRANSPORTATION	ACGBSTPNU	GRVS1	0AW0	GARVEY BONDS ISSUE 1 "STP"
04	SURFACE TRANSPORTATION	ACGBSTPNU	GRVS1	0AX0	GARVEY BONDS ISSUE 1 "STP"
04	SURFACE TRANSPORTATION	ACSTP	ASTP	0AX0	ADVANCED CONST STP
04	SURFACE TRANSPORTATION	ACSTP	ASTP	0BA0	ADVANCED CONST STP
04	SURFACE TRANSPORTATION	ACSTP	ASTP	0BB0	ADVANCED CONST STP
04	SURFACE TRANSPORTATION	ACSTP	ASTP	0BC0	ADVANCED CONST STP
04	SURFACE TRANSPORTATION	ACSTP	ASTP	0BD0	ADVANCED CONST STP
04	SURFACE TRANSPORTATION	ACGBSTPNU	GRVS1	0BD0	GARVEY BONDS ISSUE 1 "STP"
04	SURFACE TRANSPORTATION	STPOA	STOA	3AA0	OTHER THAN 200K URBAN
04	SURFACE TRANSPORTATION	STPAA	STR08	3AD0	1/4% SKILL TRAINING-STP 3AD
04	SURFACE TRANSPORTATION	STPPC	STPC	3AK0	URBAN AREA PHENIX CITY
04	SURFACE TRANSPORTATION	STPMT	STMT	3AK0	URBAN AREA MONTGOMERY
04	SURFACE TRANSPORTATION	STPMB	STMB	3AK0	URBAN AREA MOBILE
04	SURFACE TRANSPORTATION	STPBH	STBH	3AK0	URBAN AREA BIRMINGHAM
04	SURFACE TRANSPORTATION	STPAA	AAST	3AN0	STEА ANY AREA
04	SURFACE TRANSPORTATION	STPOA	OAST	3AY0	STEА OTHER THAN 200K URBAN
04	SURFACE TRANSPORTATION	STPTE	STTE	33B0	TRANSP ENHANCMENT
04	SURFACE TRANSPORTATION	STPTE	TEST	33B0	STEА TRANSPORTATION ENHANCEMENT
04	SURFACE TRANSPORTATION	STPPC	STPC	33C0	URBAN AREA PHENIX CITY
04	SURFACE TRANSPORTATION	STPMB	STMB	33C0	URBAN AREA MOBILE
04	SURFACE TRANSPORTATION	STPMT	STMT	33C0	URBAN AREA MONTGOMERY
04	SURFACE TRANSPORTATION	STPBH	STBH	33C0	URBAN AREA BIRMINGHAM
04	SURFACE TRANSPORTATION	STPAA	STAA	33D0	ANY AREA
04	SURFACE TRANSPORTATION	STPNU	STNU	33E0	NON-URBAN AREAS
04	SURFACE TRANSPORTATION	STPAA	STAA	33F0	ANY AREA
04	SURFACE TRANSPORTATION	STPBH	STBH	33S0	URBAN AREA BIRMINGHAM
05	MINIMUM GUARANTEE	EB	EBEXH	HZ10	EQUITY BONUS EXEMPT LIM
05	MINIMUM GUARANTEE	EB	EBSPH	HZ20	EQUITY BONUS SPECIAL LIM
05	MINIMUM GUARANTEE	MG	MGSPH	H760	MIN GUARANTEE SPEC OBLG H760
05	MINIMUM GUARANTEE	MG	MGEXH	H770	MIN GAURANTEE EXEMPT STEA03
05	MINIMUM GUARANTEE	MG	MGSLH	H780	MIN GAURANTEE REG OBLIG H780
05	MINIMUM GUARANTEE	EB	EBEXE	LZ1E	EQUITY BONUS EXEMPT LZ1E
05	MINIMUM GUARANTEE	EB	EBEXR	LZ1R	EQUITY BONUS EXEMPT LZ1R
05	MINIMUM GUARANTEE	EB	EBEXL	LZ10	EQUITY BONUS EXEMPT LU
05	MINIMUM GUARANTEE	EB	EBSPЕ	LZ2E	EQUITY BONUS SPECIAL LIM LZ2E
05	MINIMUM GUARANTEE	EB	EBSPЛ	LZ20	EQUITY BONUS SPECIAL LIM LZ20
05	MINIMUM GUARANTEE	MG	MGEXR	L77R	MIN GUARANTEE EXEMPT FR OBL LI
05	MINIMUM GUARANTEE	MG	MGSP	Q760	MIN GUARNTY SPECIAL OBLG
05	MINIMUM GUARANTEE	MG	MGEX	Q770	MIN GUARANTEE EXEMPT FR OBL LI
05	MINIMUM GUARANTEE	MG	MGSL	Q780	MIN GUARNTY SUB TO OBLG LIMITS
06	SPECIAL PROJECTS	STMFB	FBDFC	C950	FERRY BOAT DISCRETIONARY ARRA
06	SPECIAL PROJECTS	STMFB	C953	C953	FERRY BOAT DISCRETIONARY ARRA
06	SPECIAL PROJECTS	HPP	ACHPL	HY10	AC HIGH PRIORITY LU



06	SPECIAL PROJECTS	HPP	HPPH1	HY10	HI PRIORITY TEA-LU W LIM 2005
06	SPECIAL PROJECTS	HPP	HPPH2	HY20	HI PRIORITY ST LIM 2005
06	SPECIAL PROJECTS	HPP	ACHPL	HY20	AC HIGH PRIORITY LU
06	SPECIAL PROJECTS	IMD	IMD05	H020	INTERSTATE MAINT DISCRETIONARY
06	SPECIAL PROJECTS	DE	DEM04	H17A	SEC 115 UNOBL BAL TRANSF
06	SPECIAL PROJECTS	DE	DEM04	H170	SEC 115 UNOBL BAL TRANSF
06	SPECIAL PROJECTS	NCPD	NCPDH	H640	NAT CORRIDOR PLAN AND DEV H640
06	SPECIAL PROJECTS		GSPHD	H650	GRANTS SUP PLAN HWY DEL SEC117
06	SPECIAL PROJECTS	DE	GSPH5	H66A	GRANTS SUP PLAN HWY SEC 117
06	SPECIAL PROJECTS	DE	GSPHM	H66A	GRANTS SUP PLN HWY SEC117 H66A
06	SPECIAL PROJECTS	DE	GSPHM	H660	GRANTS SUP PLN HWY SEC117 H66A
06	SPECIAL PROJECTS	DE	GSPH5	H660	GRANTS SUP PLAN HWY SEC 117
06	SPECIAL PROJECTS	HPP	HPPPH	H920	HI PRIORITY PRJ PGM TEA-LU
06	SPECIAL PROJECTS	FBD	FBD04	H950	FERRY BOAT DISCR 2004 H950
06	SPECIAL PROJECTS	SB	SBPH	H970	SCENIC BYWAYS H97
06	SPECIAL PROJECTS	NHBP	NHBP	LE30	NAT HISTORIC BRDG PROG LE30
06	SPECIAL PROJECTS	HPP	HPPL1	LY10	HI PRIORITY W LIM 06-09
06	SPECIAL PROJECTS	HPP	ACHPL	LY10	AC HIGH PRIORITY LU
06	SPECIAL PROJECTS	HPP	ACHPL	LY20	AC HIGH PRIORITY LU
06	SPECIAL PROJECTS	HPP	HPPL2	LY20	HI PRIORITY ST LIM 06-09
06	SPECIAL PROJECTS	TRIMP	TRIMP	LY30	TRANSPORTATION IMP PROJ LY30
06	SPECIAL PROJECTS	DEMO	STP13	LY6A	2013 SURF TRAN PRJ LY7A LY6A
06	SPECIAL PROJECTS	HPP	STP06	LY60	2006 SURFACE TRANS PROJ
06	SPECIAL PROJECTS	DEMO	STP13	LY7A	2013 SURF TRAN PRJ LY7A LY6A
06	SPECIAL PROJECTS	DEMO	STP08	LY90	2008 SURF TRAN PROJ SEC129 LY9
06	SPECIAL PROJECTS	DRTD	DRTD8	LZ50	DELTA REGION TRANSP DEVEL LZ50
06	SPECIAL PROJECTS	IMD	IMD11	L02E	INTERSTATEMAINT DISCRETIONARY
06	SPECIAL PROJECTS	IMD	IMD02	L02E	INTERSTATE MAINT DISCRETIONARY
06	SPECIAL PROJECTS	IMD	IMD02	L020	INTERSTATE MAINT DISCRETIONARY
06	SPECIAL PROJECTS	IMD	IMD11	L020	INTERSTATEMAINT DISCRETIONARY
06	SPECIAL PROJECTS	FBD	FBD11	L95E	FERRY BOAT DISCR 2011 L95E
06	SPECIAL PROJECTS	SB	SBL97	L97E	SCENIC BYWAYS LU L97
06	SPECIAL PROJECTS	SB	SBL97	L970	SCENIC BYWAYS LU L97
06	SPECIAL PROJECTS	FB	FB95M	M950	FERRY BOAT M950 MAP-21
06	SPECIAL PROJECTS	IMD	IMDIS	Q020	INTERSTATE MAINT DISCRETIONARY
06	SPECIAL PROJECTS	HPP	SPRAB	Q160	SPECIAL PROJECTS - RABA
06	SPECIAL PROJECTS	ITS	ITSEV	Q2R0	ITS PROGRAM EVACUATION 2002
06	SPECIAL PROJECTS	NCPD	NCPD1	Q640	NAT CORRIDOR PLAN AND DEV
06	SPECIAL PROJECTS	DPI	DHP8	Q900	STEA INNOVATIVE PROJECTS
06	SPECIAL PROJECTS	ACHPP	ACR92	Q920	AC HIGH PRIORITY CORR
06	SPECIAL PROJECTS	HPP	HPPP	Q920	HI PRIORTY PROJECT PROGRAM
06	SPECIAL PROJECTS	FBD	FBD0	Q950	FERRY BOAT 2000 (Q95)
06	SPECIAL PROJECTS	SB	SB21	Q970	TEA-21 SCENIC BYWAYS
06	SPECIAL PROJECTS	ACHPP	AHPP	OAG0	AC HIGH PRIORITY CORR
06	SPECIAL PROJECTS	DPR-APD	ACRA	OAK0	ADCON RURAL ACCESS
06	SPECIAL PROJECTS	DPI	ACIP	OAM0	ADCON INNOVATV PROJ
06	SPECIAL PROJECTS	DE	DEMO	3070	87 ACT DEMO PROJECTS
06	SPECIAL PROJECTS	DE	DEMO9	3090	87 ACT DEMO PROJECTS 3090
06	SPECIAL PROJECTS	DE	DEMO	3090	87 ACT DEMO PROJECTS

06	SPECIAL PROJECTS	FLEX	FLEX	31K0	FLEXIBLE ACCT FUNDS
06	SPECIAL PROJECTS	MCAA	MCAA0	31Q0	MILITARY CONST APPR ACT (31Q)
06	SPECIAL PROJECTS	SB	SBGP	32C0	SCENIC BYWAYS GRANTS
06	SPECIAL PROJECTS	IVH	IVHS	3260	CONGESTION MANAGEMENT
06	SPECIAL PROJECTS	FBD	FBDF	3270	FERRY BOAT DISC FUNDS
06	SPECIAL PROJECTS	DE	DEJ3	3450	JASPER BP DEMO PROJ
06	SPECIAL PROJECTS	DPS	DPSP	3620	HIGH PRIORITY NHS CORRIDORS
06	SPECIAL PROJECTS	DPS	DPSP	3630	HI PRI NHS CORR DISC
06	SPECIAL PROJECTS	DPR	DPRA	3650	RURAL ACCESS
06	SPECIAL PROJECTS	DPI	DPIP	3670	INNOVATIVE PROJECTS
06	SPECIAL PROJECTS	DESTP	DEM03	4260	STP DEMOS PL108-7, SECTION 330
06	SPECIAL PROJECTS	DEMO	MHP01	45A0	MISC HIGHWAY PROJ BHAM N BELT
06	SPECIAL PROJECTS	DE	DEJB	5050	JASPER BYPASS DEMO PROJ
06	SPECIAL PROJECTS	AFS	DBNB	5170	DEMO N BHAM BELTLINE
06	SPECIAL PROJECTS	HDP	CDEM	5280	I10/I65 CONNECT DEMO
06	SPECIAL PROJECTS	DE	DE59	5590	ORANGE BEACH/JASPER BYPASS
06	SPECIAL PROJECTS	DEMO	STP09	56A0	SURF TRANS PRIORITIES 09 56A
06	SPECIAL PROJECTS	DEMO	STP10	56C0	SURF TRANS PRIORITIES 2010 56C
06	SPECIAL PROJECTS	FDR	FDRP	7000	FOREST DEVELOPMNT RD
06	SPECIAL PROJECTS	HCBPP	HCBPP	9BA0	HISTORIC COVERED BR PRES PROG
06	SPECIAL PROJECTS	IVH	IVHS	94H0	CONGESTION MANAGEMENT
06	SPECIAL PROJECTS	DE	DETB	9420	TUSCALOOSA BYPASS DEMO
07	MINIMUM ALLOCATION		MAA8	Q700	STEAM ANY AREA
07	MINIMUM ALLOCATION	MABH	MBH8	Q710	STEAM URBAN AREA BIRMINGHAM
07	MINIMUM ALLOCATION	MAPC	MPC8	Q710	STEAM URBAN AREA PHENIX CITY
07	MINIMUM ALLOCATION	STPMT	MMT8	Q710	STEAM URBAN AREA MONTGOMERY
07	MINIMUM ALLOCATION	MAMB	MMB8	Q710	STEAM URBAN AREA MOBILE
07	MINIMUM ALLOCATION	MAOA	MOA8	Q720	STEAM OTHER THAN 200K URBAN
07	MINIMUM ALLOCATION	MAAA	AAMA	Q800	STEAM ANY AREA
07	MINIMUM ALLOCATION	MABH	BHMA	Q810	STEAM URBAN AREA BIRMINGHAM
07	MINIMUM ALLOCATION	MAMB	MBMA	Q810	STEAM URBAN AREA MOBILE
07	MINIMUM ALLOCATION	MAMT	MTMA	Q810	STEAM URBAN AREA MONTGOMERY
07	MINIMUM ALLOCATION	MAPC	PCMA	Q810	STEAM URBAN AREA PHENIX CITY
07	MINIMUM ALLOCATION	MAOA	OAMA	Q820	STEAM OTHER THAN 200K URBAN
07	MINIMUM ALLOCATION	MAAA	MAAA	34A0	ANY AREA
07	MINIMUM ALLOCATION		MAMB	34B0	URBAN AREA MOBILE
07	MINIMUM ALLOCATION	MABH	MABH	34B0	URBAN AREA BIRMINGHAM
07	MINIMUM ALLOCATION	MAPC	MAPC	34B0	URBAN AREA PHENIX CTY
07	MINIMUM ALLOCATION	MAMT	MAMT	34B0	URBAN AREA MONTGOMERY
07	MINIMUM ALLOCATION	MAOA	MAOA	34C0	OTHER THAN 200K URBAN
08	DONOR STATE BONUS	DBAA	AADB	Q600	STEAM ANY AREA
08	DONOR STATE BONUS	DBBH	BHDB	Q610	STEAM URBAN AREA BIRMINGHAM
08	DONOR STATE BONUS	DBPC	PCDB	Q610	STEAM URBAN AREA PHENIX CITY
08	DONOR STATE BONUS	DBMT	MTDB	Q610	STEAM URBAN AREA MONTGOMERY
08	DONOR STATE BONUS	DBMB	MBDB	Q610	STEAM URBAN AREA MOBILE
08	DONOR STATE BONUS	DBOA	OADB	Q620	STEAM OTHER THAN 200K URBAN
08	DONOR STATE BONUS	DBAA	DBAA	35A0	ANY AREA
08	DONOR STATE BONUS	DBBH	DBBH	35B0	URBAN AREA BIRMINGHAM
08	DONOR STATE BONUS	DBPC	DBPC	35B0	URBAN AREA PHENIX CTY



08	DONOR STATE BONUS	DBMT	DBMT	35B0	URBAN AREA MONTGMERY
08	DONOR STATE BONUS	DBMB	DBMB	35B0	URBAN AREA MOBILE
08	DONOR STATE BONUS	DBOA	DBOA	35C0	OTHER THAN 200K URBAN
09	PRIMARY	FF	PPRI	A120	PRIORITY PRIMARY
09	PRIMARY	FF	PPRI	A130	PRIORITY PRIMARY
09	PRIMARY	F	CPRI	A140	CONSOLIDATED PRIMARY
09	PRIMARY	ACF	ACFP	P120	ADV CON PRIMARY PROG
09	PRIMARY	F	CPRI	X140	CONSOLIDATED PRIMARY
09	PRIMARY	F	CPRI	X150	CONSOLIDATED PRIMARY
09	PRIMARY	F	CPRI	0100	CONSOLIDATED PRIMARY
09	PRIMARY	F	PRIM	0120	PRIMARY
09	PRIMARY	F	PRIM	0130	PRIMARY
09	PRIMARY	F	RPRI	0730	RURAL PRIMARY
09	PRIMARY	F	RPRI	0740	RURAL PRIMARY
09	PRIMARY	FR	FRRR	1100	PRIMARY 4R PROGRAM
10	APPALACHIAN	ACAPD	ACR98	H980	ADV CONST APPA DEVEL Q98
10	APPALACHIAN	APD	APD8H	H980	APPALACHIAN DEV HWY STEA03
10	APPALACHIAN	APD	AAC11	L79E	APPALACHIAN ADMIN COSTS L79E
10	APPALACHIAN	APD	AAC06	L790	APPALACHIAN ADMIN COSTS L79
10	APPALACHIAN	ACAPD	ACAPD	L98E	ADVANCE CN APD PRE MAP-21 L98
10	APPALACHIAN	APD	APD8E	L98E	APPALCHIAN DEV HWY L98E
10	APPALACHIAN	APD	APDEA	L98E	APPALACHIAN L98E TO COVER AC
10	APPALACHIAN	APD	AP100	L98E	APD PRE MAP-21 100% Q98 L98
10	APPALACHIAN	APD	AP100	L98R	APD PRE MAP-21 100% Q98 L98
10	APPALACHIAN	APD	APD8R	L98R	APPALCHIAN DEV HWY L98R
10	APPALACHIAN	APD	APD8L	L980	APPALACHIAN DEV HWY LU
10	APPALACHIAN	APD	AP100	L980	APD PRE MAP-21 100% Q98 L98
10	APPALACHIAN	ACAPD	AC8L	L980	ADV CON APPL DEV HWY LU
10	APPALACHIAN	APD	APD1M	M001	NHPP APD ROUTES M001
10	APPALACHIAN	APD	APD54	Q540	APPALACHIAN DEV Q98-REG OBL AU
10	APPALACHIAN	APD	ACE01	Q790	APPALACHIAN COST EST UPDATE
10	APPALACHIAN	ACAPD	ACR98	Q980	ADV CONST APPA DEVEL Q98
10	APPALACHIAN	APD	APD8	Q980	T21&STEA APPALACHIAN DEV
10	APPALACHIAN	APD	APD98	Q980	Q980 APPALACHIAN DEV
10	APPALACHIAN	APD	AP100	Q980	APD PRE MAP-21 100% Q98 L98
10	APPALACHIAN	APD	APD7	36T0	APPALACHIAN SPECIAL FUNDS
10	APPALACHIAN	APD	APD01	4400	APPALACHIAN DEV HWY SYS 2001
10	APPALACHIAN	APD	APDX	4420	APPALACHIAN DEV HWY DEMOS
10	APPALACHIAN	APD	APD8	54C0	T21&STEA APPALACHIAN DEV
10	APPALACHIAN	APD	APD9	54D0	APD CORR X APPN54D
10	APPALACHIAN	APD	CX54F	54F0	CORRIDOR X 2002
10	APPALACHIAN	APD	AP54G	54G0	APPALACHIAN 2002 54G0
10	APPALACHIAN	APD	CX54H	54H0	CORRIDOR X 2003 54H
10	APPALACHIAN	APD	CX54J	54J0	CORRIDOR X 2003 54J
10	APPALACHIAN	APD	CX54K	54K0	APPALACHIAN DEV HWY SYS 2004
10	APPALACHIAN	APD	CX54L	54L0	APPALACHIAN DEV HWY SYS MSS 04
10	APPALACHIAN	APD	AP54M	54M0	APPALACHIAN DEV HWY SYS 05 M54
10	APPALACHIAN	APD	AP54P	54P0	APPALACHIAN DEV HWY SYS 08 54P
10	APPALACHIAN	APL	APLO	6390	APPA LOC AC OLD FUND

10	APPALACHIAN	ACAPD	ACAP	6400	ADV CONST APPA DEVEL
10	APPALACHIAN	APD	APDV	6410	APPALACHIAN DEVELOP
10	APPALACHIAN	APL	APLA	6420	APPALACHIAN LOCAL AC
10	APPALACHIAN	APL	APL04	79B0	APPALACHIAN LOCAL ACCESS FY 04
10	APPALACHIAN	APL	AHCE	79G0	APPALACIAN HWY PROG 19
10	APPALACHIAN	APD	APD6	7950	APPALACHIAN DEV FY86
10	APPALACHIAN	APL	APL6	7960	APPALACHIAN LOCAL AC
11	URBAN	T	TOPX	T440	TOPICS
11	URBAN	T	TOPX	T450	TOPICS
11	URBAN	U	UABC	U440	URBAN EXTENSION ABC
11	URBAN	M	MNOT	W320	URBAN SYST NOT ATRIB
11	URBAN	M	MNOT	W330	URBAN SYST NOT ATRIB
11	URBAN	M	MPCT	W360	URBAN SYSTEM PH CITY
11	URBAN	M	MBHM	W360	URBAN SYSTEM BHAM
11	URBAN	M	MMOB	W360	URBAN SYSTEM MOBILE
11	URBAN	M	MBHM	W370	URBAN SYSTEM BHAM
11	URBAN	M	MMOB	W370	URBAN SYSTEM MOBILE
11	URBAN	M	MPCT	W370	URBAN SYSTEM PH CITY
11	URBAN	U	UABC	0320	URBAN EXTENSION ABC
11	URBAN	U	UABC	0330	URBAN EXTENSION ABC
11	URBAN	T	TOPX	0770	TOPICS
11	URBAN	T	TOPX	0780	TOPICS
12	SECONDARY	RS	RSEC	X750	RURAL SECONDARY
12	SECONDARY	S	SECY	0220	SECONDARY
12	SECONDARY	S	SECY	0230	SECONDARY
12	SECONDARY	RS	SECR	0750	RURAL SECONDARY ACCT 4314
12	SECONDARY	RS	CESR	0750	RURAL SECONDARY ACCT 4317
12	SECONDARY	RS	RSEC	0750	RURAL SECONDARY
12	SECONDARY	RS	RSEC	0760	RURAL SECONDARY
12	SECONDARY	SR	SRRR	0790	SECONDARY 4R PROGRAM
13	BRIDGE	IBRCP	IBRCH	HX20	INNOVATIVE BR RESEARCH & CONST
13	BRIDGE	BR	BRDH	H060	BR DISCRETIONARY H060
13	BRIDGE	BR	ONBRH	H1C0	OPTIONAL BR FOR ON SYS BR HC10
13	BRIDGE	BR	OPBRH	H1C0	HWY BR PROGRAM 85% ON/OFF H1C0
13	BRIDGE	BR	BRONH	H100	BR REPLACEMENT 65% ON SYS
13	BRIDGE	ACBR	ACR10	H100	ADVANCE CONST BRIDGE Q10
13	BRIDGE	ACGBBR	GRBN1	H110	ADVANCE CONST BRIDGE Q11 Q12
13	BRIDGE	BRZ	BROFH	H110	BR REPLACEMENT 15% OFF SYS
13	BRIDGE	ACGBBR	GRBN2	H110	ADVANCE CONST BRIDGE H12
13	BRIDGE	ACGBBR	GRBN2	H120	ADVANCE CONST BRIDGE H12
13	BRIDGE	ACGBBR	GRBN1	H120	ADVANCE CONST BRIDGE Q11 Q12
13	BRIDGE	BR	BROPH	H120	BR REPLACEMENT 20% OPT
13	BRIDGE	BR	BROPP	LQC0	BR PROG-85% ON/OFF BR PLUS LQC
13	BRIDGE	BR	BROPL	L1CE	BR REPLACEMENT 85% OPT L1C0
13	BRIDGE	BR	BROPE	L1CE	BR REPLACEMENT 85% OPT L1CE
13	BRIDGE	AC ATRIP##	A1BR	L1CE	ATRIP BOND ISSUE BR ON
13	BRIDGE	AC ATRIP##	A1CBR	L1CE	ATRIP BOND ISSUE BR ON CONVERT
13	BRIDGE	BR	BROPR	L1CR	BR REPLACEMENT 85% OPT L1CR

13	BRIDGE	BR	BROPL	L1C0	BR REPLACEMENT 85% OPT L1C0
13	BRIDGE	BR	BROPE	L1C0	BR REPLACEMENT 85% OPT L1CE
13	BRIDGE	BR	BRONL	L1C0	OPTIONAL BR FOR ON SYS BR L1C0
13	BRIDGE	ACBR	BROPA	L1C0	BR REPLACEMENT 85% OPT AC L1C0
13	BRIDGE	ACGBBR	GRBN1	L1C0	ADVANCE CONST BRIDGE Q11 Q12
13	BRIDGE	BR	ONBRR	L10R	STEAM BR REPL 65% ON SYSTEM
13	BRIDGE	BRZ	BROFE	L11E	BR REPLACEMENT 15% OFF L11E
13	BRIDGE	AC ATRIP##	A1CBZ	L11E	ATRIP BOND 1 BR15% OFF CONVERT
13	BRIDGE	AC ATRIP##	A1BRZ	L11E	ATRIP BOND ISSUE 1 BR 15% OFF
13	BRIDGE	BRZ	BROFR	L11R	BR REPLACEMENT 15% OFF L11R
13	BRIDGE	BRZ	BROFL	L110	BR REPLACEMENT 15% OFF L110
13	BRIDGE	ACGBBR	GRBN1	L110	ADVANCE CONST BRIDGE Q11 Q12
13	BRIDGE	BR	OPBRR	L12R	STEAM BRDG REPLC - OPT 20%
13	BRIDGE	BR	BRNM	M001	NHPP BR ON SYS NH ROUTE M001
13	BRIDGE	BR	BRSM	M231	STP BR ON SYS M240, M231, M232
13	BRIDGE	AC ATRIP##	A1CBR	M231	ATRIP BOND ISSUE BR ON CONVERT
13	BRIDGE	AC ATRIP##	A1CBR	M232	ATRIP BOND ISSUE BR ON CONVERT
13	BRIDGE	BR	BRSM	M232	STP BR ON SYS M240, M231, M232
13	BRIDGE	BRZ	BROFM	M233	STP BR RPLMNT OFF SYS M233
13	BRIDGE	AC ATRIP##	A1CBZ	M233	ATRIP BOND 1 BR15% OFF CONVERT
13	BRIDGE	AC ATRIP##	A1CBR	M240	ATRIP BOND ISSUE BR ON CONVERT
13	BRIDGE	BR	BRSM	M240	STP BR ON SYS M240, M231, M232
13	BRIDGE	IBRCP	IBRCP	QX20	INNOVATIVE BR RESEARCH & CONST
13	BRIDGE	BR	BRD9	Q060	BR DISCRETIONARY Q06
13	BRIDGE	ACBR	ACR10	Q100	ADVANCE CONST BRIDGE Q10
13	BRIDGE	BR	ONBR	Q100	STEAM BR REPL 65% ON SYSTEM
13	BRIDGE	BRZ	OFBR	Q110	STEAM BRDG REPL 15% OF SYSTEM
13	BRIDGE	ACGBBR	GRBN1	Q110	ADVANCE CONST BRIDGE Q11 Q12
13	BRIDGE	ACGBBR	GRBN1	Q120	ADVANCE CONST BRIDGE Q11 Q12
13	BRIDGE	BR	OPBR	Q120	STEAM BRDG REPLC - OPT 20%
13	BRIDGE	ACBGBRZ	GRVB1	00D0	GARVEY BONDS ISSUE 1 BRIDGES
13	BRIDGE	ACBGBRZ	GRVB1	00E0	GARVEY BONDS ISSUE 1 BRIDGES
13	BRIDGE	ACBGBRZ	GRVB1	00F0	GARVEY BONDS ISSUE 1 BRIDGES
13	BRIDGE	ACBR	ACBR	00F0	ADVANCE CONST BRIDGE
13	BRIDGE	BR	BBIA	11Z0	BR REPL INDIAN AFFAIRS
13	BRIDGE	BR	BROP	1140	BR REPL OPTIONAL 20%
13	BRIDGE	BR	BRPL	1150	BRIDGE REPLACEMENT
13	BRIDGE	BRZ	BROF	1170	BR REPL 15% OFF SYST
13	BRIDGE	BR	BRON	1180	BR REPL 65% ON SYSTM
13	BRIDGE	BR	BRDF	1190	BR REPL DISCR FUND
13	BRIDGE	IBRCP	BRDP8	5L20	BRIDGE RES & DEPLOY PRO 5 5L2
14	EMERGENCY RELIEF	ER	ERH05	ER50	ER 2005 HURRICANE ER50
14	EMERGENCY RELIEF	ER	ER5AC	ER50	ER 2005 HURRICANE ER50 AC
14	EMERGENCY RELIEF	ACER	ER6AC	ER60	EMERGENCY RELIEF ER60 ADV CON
14	EMERGENCY RELIEF	ERPR	ERLF9	ER60	PERMANENT RESTORE ER FUNDS 90%
14	EMERGENCY RELIEF	ER	ERH58	ER60	ER 2005 HURRICANE SUP ER60 80%
14	EMERGENCY RELIEF	ER	ERH5S	ER60	ER 2005 HURRICANE SUP ER60
14	EMERGENCY RELIEF	ER	ERD09	ER70	EMERGENCY REL 09 DISASTER ER70

14	EMERGENCY RELIEF	ER	ERLF	ER80	EMERGENCY RELIEF
14	EMERGENCY RELIEF	ERPR	ERLF9	ER80	PERMANENT RESTORE ER FUNDS 90%
14	EMERGENCY RELIEF	ERPR	ERLF8	ER80	PERMANENT RESTORE ER FUNDS 80%
14	EMERGENCY RELIEF	ERPR	ERLF8	ER90	PERMANENT RESTORE ER FUNDS 80%
14	EMERGENCY RELIEF	ERPR	ERLF9	ER90	PERMANENT RESTORE ER FUNDS 90%
14	EMERGENCY RELIEF	ER	ERLF	ER90	EMERGENCY RELIEF
14	EMERGENCY RELIEF	FDAA	FDAA	FEMA	FEMA FED DISASTER ASSIST
14	EMERGENCY RELIEF	ACER	ACER8	H240	ADV CON EMERGENCY REL H240 80%
14	EMERGENCY RELIEF	ACER	ACERZ	H240	ADV CON EMERGENCY REL H24
14	EMERGENCY RELIEF	ACER	ACER	H240	ADV CON EMERGENCY REL H240
14	EMERGENCY RELIEF	ER	ERLF	M9V0	EMERGENCY RELIEF
14	EMERGENCY RELIEF	ERPR	ERLF9	M9V0	PERMANENT RESTORE ER FUNDS 90%
14	EMERGENCY RELIEF	ERPR	ERLF8	M9V0	PERMANENT RESTORE ER FUNDS 80%
14	EMERGENCY RELIEF	ERPR	ERLF8	09E0	PERMANENT RESTORE ER FUNDS 80%
14	EMERGENCY RELIEF	ERPR	ERLF9	09E0	PERMANENT RESTORE ER FUNDS 90%
14	EMERGENCY RELIEF	ERPR	09E0	09E0	PERMANENT RESTORE ER FUNDS 90%
14	EMERGENCY RELIEF	ER	ERLF	09E0	EMERGENCY RELIEF
14	EMERGENCY RELIEF	ER	ER94	09G0	EMERGENCY RELIEF
14	EMERGENCY RELIEF	ER	ER09J	09J0	EMERGENCY RELIEF 2005
14	EMERGENCY RELIEF	ERPR	ERLF8	09J0	PERMANENT RESTORE ER FUNDS 80%
14	EMERGENCY RELIEF	ER	ERJ80	09J0	EMERGENCY RELIEF 2005 80% FED
14	EMERGENCY RELIEF	ER	ER96	09L0	EMERGENCY RELIEF PROGRAM
14	EMERGENCY RELIEF	ER	ER97	09Q0	EMERGENCY RELIEF PROGRAM
14	EMERGENCY RELIEF	ER	ER9S8	09S0	2004 HURRICANES INFRASTRUC 80%
14	EMERGENCY RELIEF	ER	ER09S	09S0	2004 HURRICANES INFRASTRUCTURE
14	EMERGENCY RELIEF	ERPR	ERLF8	09T0	PERMANENT RESTORE ER FUNDS 80%
14	EMERGENCY RELIEF	ER	ER98	09T0	EMERGENCY RELIEF PROGRAM
14	EMERGENCY RELIEF	ER	ER9V8	09V0	EMERGENCY RELIEF PROG 80%
14	EMERGENCY RELIEF	ER	ER09V	09V0	EMERGENCY RELIEF PROGRAM 2000
14	EMERGENCY RELIEF	ER	ER9X8	09X0	EMERGENCY RELIEF 2002 80/20
14	EMERGENCY RELIEF	ER	ER09X	09X0	EMERGENCY RELIEF FY 2002
14	EMERGENCY RELIEF	ER	ER09V	09X0	EMERGENCY RELIEF PROGRAM 2000
14	EMERGENCY RELIEF	ERPR	ERLF8	0980	PERMANENT RESTORE ER FUNDS 80%
14	EMERGENCY RELIEF	ER	ERLF	0980	EMERGENCY RELIEF
14	EMERGENCY RELIEF	ER	ERLF	0990	EMERGENCY RELIEF
15	SAFETY	BAC	BACPH	HN10	DUI .08 BLOOD ALCOHOL H080/HN1
15	SAFETY	SRTS	SRPH	HU10	SAFE ROUTES TO SCHOOL PROG HU1

15	SAFETY	SRTS	SRIH	HU20	SAFE ROUTES TO SCHOOL INFR HU2
15	SAFETY	SRTS	SREH	HU30	SAFE ROUTES TO SCHOOL EITH HU3
15	SAFETY	ASAP	ASAPX	HX60	TECH DEPL MARKETING TECH
15	SAFETY	BAC	BACPH	H080	DUI .08 BLOOD ALCOHOL H080/HN1
15	SAFETY	BELT	BELTH	H090	SFTY INCENT SEAT BELT H09
15	SAFETY		HSRPH	H1A0	HIGH SPEED RAIL H1A0 STEA03
15	SAFETY	ASAP	ASAP5	H2J0	ACCELERATED SAFETY ACTIVITIES
15	SAFETY	STPSA	STSAH	H210	ANY HAZARD
15	SAFETY	STPRR	STRRH	H260	RAIL-HWY PROT DEV
15	SAFETY	STPRH	STRHH	H270	RAIL-HWY HAZARD ELIM
15	SAFETY	STPRH	STR80	H270	RAIL-HWY HAZARD ELIM 80%
15	SAFETY	STPHS	STHSH	H280	HAZARD ELIMINATION
15	SAFETY	SBPG	SBPG	LA90	SAFETY BELT PROG GRANT '09 LA9
15	SAFETY	HSR	HSRPL	LE10	MW HIGH SPEED RAIL COOR LE10
15	SAFETY	HSIP	HSIP1	LS10	HWY SAFETY IMP PROG LS3 SUB
15	SAFETY	HRRR	HSIRE	LS2E	HWY SAFETY IMP PROG RUR LS2E
15	SAFETY	HRRR	HSIRR	LS2R	HWY SAFETY IMP PROG RUR LS2R
15	SAFETY	HRRR	HSIPR	LS20	HWY SAFETY IMP PROG RURAL LU
15	SAFETY	HSIP	HSIPE	LS3E	HIGHWAY SAFETY IMP PROG LS3E
15	SAFETY	HSIP	HSPR	LS3R	HWY SAFE IMP PROG RESTORE LS3R
15	SAFETY	HSIP	HSIP	LS30	HIGHWAY SAFETY IMP PROG LS30
15	SAFETY	ACHSIP	ACS30	LS30	ADVANCE CN SAFETY LS30
15	SAFETY	RHCH	RHE90	LS4E	RAIL-HWY HAZARD ELIM LS4E 90%
15	SAFETY	RHCH	STRHE	LS4E	RAIL-HWY HAZARD ELIM LS4E 100%
15	SAFETY	RHCH	STRHR	LS4R	RAIL-HWY HAZARD ELIM LS4R 90%
15	SAFETY	RHCH	STRHL	LS40	RAIL-HWY HAZARD ELIM
15	SAFETY	RHPD	STRRE	LS5E	RAIL-HWY PROTECTION DEV
15	SAFETY	RHPD	STRRR	LS5R	RAIL-HWY PROTECTION DEV LS5R
15	SAFETY	RHPD	STRRL	LS50	RAIL-HWY PROTECTION DEV
15	SAFETY	SRTS	SRPE	LU1E	SAFE ROUTES TO SCHOOL PRO LU1E
15	SAFETY	SRTS	SRPR	LU1R	SAFE ROUTES TO SCHOOL PRO LU1R
15	SAFETY	SRTS	SRPL	LU10	SAFE ROUTES TO SCHOOL PROG LU1
15	SAFETY	SRTS	SRIE	LU2E	SAFE ROUTES TO SCHOOL INF LU2E
15	SAFETY	SRTS	SRIR	LU2R	SAFE ROUTES TO SCHOOL INF LU2R
15	SAFETY	SRTS	SRIL	LU20	SAFE ROUTES TO SCHOOL INFR LU2
15	SAFETY	SRTS	SREE	LU3E	SAFE ROUTES TO SCHOOL EIT LU3E
15	SAFETY	SRTS	SRER	LU3R	SAFE ROUTES TO SCHOOL EIT LU3R
15	SAFETY	SRTS	SREL	LU30	SAFE ROUTES TO SCHOOL EITH LU3
15	SAFETY	BELT	BELTL	L090	SFTY INCENT SEAT BELT L09
15	SAFETY	STPSA	SASTR	L21R	STEA ANY HAZARD
15	SAFETY	STPRH	RRSTR	L26R	STEA RAIL-HWY PROT DEV
15	SAFETY	STPRH	RHSTR	L27R	STEA RAIL-HWY HAZARD ELIM REST
15	SAFETY	STPHS	HSSTR	L28R	STEA HAZARD ELIMINATION
15	SAFETY	HRRR	HSIRM	MS30	HWY SAFETY IMP PROG RUR MS30
15	SAFETY	HSIP	HSIPM	MS30	HWY SFTY IMP PROG MAP-21 MS30
15	SAFETY	HSIP	S30AC	MS30	HSIP ADVANCE CONSTRUCTION
15	SAFETY	HSIP	HS31M	MS31	HSIP SEC 154 PENALTIES MS31
15	SAFETY	RHCH	RH40M	MS40	RAIL-HWY HAZARD ELIM MS40
15	SAFETY	RHPD	RH50M	MS50	RAIL-HWY PROTECTION DEV MS50

15	SAFETY	BAC	BACP	QN10	DUI. 08 BLOOD ALCOHOL
15	SAFETY	BELT	BELT4	Q040	SFTY INCENT SEAT BELT APPORT
15	SAFETY	BAC	BACP	Q080	DUI. 08 BLOOD ALCOHOL
15	SAFETY	BAC	BACPQ	Q080	DUI. 08 BLOOD ALCOHOL
15	SAFETY	BELT	BELT9	Q090	SFTY INCENT SEAT BELT TEA21
15	SAFETY	STPSA	SAST	Q210	STEAM ANY HAZARD
15	SAFETY	STPRH	RRST2	Q260	STEAM RAIL-HWY PROT DEV 100%
15	SAFETY	STPRR	RRST1	Q260	STEAM RAIL-HWY PROT DEV 80%
15	SAFETY	STPRH	RRST	Q260	STEAM RAIL-HWY PROT DEV
15	SAFETY	STPRH	RHST1	Q270	STEAM RAIL-HWY HAZARD ELIM
15	SAFETY	STPRH	RHST	Q270	STEAM RAIL-HWY HAZARD ELIM
15	SAFETY	STPHS	HSST1	Q280	STEAM HAZARD ELIMINATION
15	SAFETY	STPHS	HSST	Q280	STEAM HAZARD ELIMINATION
15	SAFETY	STPSA	SAST	Q330	STEAM ANY HAZARD
15	SAFETY	STPRH	RRST	Q380	STEAM RAIL-HWY PROT DEV
15	SAFETY	STPRH	RHST	Q390	STEAM RAIL-HWY HAZARD ELIM
15	SAFETY	STPHS	HSST	Q430	STEAM HAZARD ELIMINATION
15	SAFETY	HSR	HSRPO	13P0	HIGH SPEED RAIL(13P)
15	SAFETY	RRS	RRSO	1380	RR-HWY XING OTHER
15	SAFETY	RRP	RRPD	1390	RR-HWY XING PROT DEV
15	SAFETY	PMS	PMSD	1400	PAVEMENT MARKING DEMO
15	SAFETY	HES	HESS	1410	HAZARD ELIM PROGRAM
15	SAFETY	HHS	HHSL	1420	HIGH HAZARD LOCATION
15	SAFETY	ROS	ROSL	1440	RDSIDE OBSTACLE ELIM
15	SAFETY	HHS	HHRO	1450	COMBINED HHS AND ROS
15	SAFETY	HHS	HHRO	1460	COMBINED HHS AND ROS
15	SAFETY	SRS	SRSD	1480	SAFER ROADS DEMO
15	SAFETY	STPSA	STSAA	33A0	ANY HAZARD 33A0 TO REPLACE 33Q
15	SAFETY	STPSA	STSA	33A0	ANY HAZARD
15	SAFETY	STPRR	STRRM	33M0	RAIL-HWY DEV
15	SAFETY	STPRR	STRR	33M0	RAIL-HWY DEV
15	SAFETY	STPRH	STRHN	33N0	RAIL-HWY HAZARD ELIM
15	SAFETY	STPRH	STRH	33N0	RAIL-HWY HAZARD ELIM
15	SAFETY	STPHS	STHS	33P0	HAZARD ELM
15	SAFETY	STPSA	STSA	33Q0	ANY HAZARD
15	SAFETY	STPRR	STRR	33X0	RAIL-HWY DEV
15	SAFETY	STPRH	STRH	33Y0	RAIL-HWY HAZARD ELIM
15	SAFETY	STPHS	STHS	33Z0	HAZARD ELM
15	SAFETY	RRO	RROO	6850	RR-HWY OFF SYS OTHER
15	SAFETY	ROS	RROS	6860	RR-HY OFF SY PRO DEV
15	SAFETY	ACSTPHS	ACHS		ADCON HAZARD ELIMINATION
16	MISC. FEDERAL AID	CTGR	CTGR	CTGR	FED TRANSIT AUTH TIGER GRANT
16	MISC. FEDERAL AID	UMPL	UMPL	CT03	FTA SECTION 5303
16	MISC. FEDERAL AID	STMFTA9C	FT9CA	CT07	CAPITAL PROGRAMS FOR >50K ARRA
16	MISC. FEDERAL AID	STMFTA9	FT9A	CT07	FTA SECTION 5307 ARRA
16	MISC. FEDERAL AID	FTA9C	FTA9C	CT07	CAPITAL PROGRAMS FOR >50K
16	MISC. FEDERAL AID	FTA9	FTA9	CT07	FTA SECTION 5307
16	MISC. FEDERAL AID	FTA3C	FTA3C	CT09	CAPITAL NEW STARTS/FED EARMARK
16	MISC. FEDERAL AID	FTA3	FTA3	CT09	FTA SECTION 5309

16	MISC. FEDERAL AID	UMTAC	UMTAC	CT10	CAPITAL ELDERLY/HANDICAPPED
16	MISC. FEDERAL AID	UMTA	UMTA	CT10	FTA SECTION 5310
16	MISC. FEDERAL AID	RPTOC	RPTOC	CT11	CAPITAL PROGRAMS FOR NON-URBAN
16	MISC. FEDERAL AID	RPTO	RPTO	CT11	FTA SECTION 5311
16	MISC. FEDERAL AID	STMFTA3C	RPTCA	CT11	CAPITAL PROGS NON-URBAN ARRA
16	MISC. FEDERAL AID	UWRG	UWRG	CT14	UNITED WE RIDE GRANT 5314
16	MISC. FEDERAL AID	JARC	JARC	CT16	JOB ACCESS AND REVERSE COMMUTE
16	MISC. FEDERAL AID	NFIU	NFIGU	CT17	NEW FREEDOM INIT URBAN 5317
16	MISC. FEDERAL AID	NFIG	NFIGR	CT17	NEW FREEDOM INIT RURAL 5317
16	MISC. FEDERAL AID	STMNFIU	NFGUA	CT17	NEW FREEDOM INIT URB 5317 ARRA
16	MISC. FEDERAL AID	JARC	JARC	CT37	JOB ACCESS AND REVERSE COMMUTE
16	MISC. FEDERAL AID	STMOJT	OJTPC	C490	STP SUPPORTIVE SRVC ARRA
16	MISC. FEDERAL AID	STMFH	PFHDC	D180	FOREST HIGHWAY ARRA
16	MISC. FEDERAL AID	FAUP	FAUP	FRA0	FA UNIQUE PROJECTS
16	MISC. FEDERAL AID	FAUP	FAUP	FWFF	FA UNIQUE PROJECTS
16	MISC. FEDERAL AID	FAUP	FAUPS	FWFF	FA UNIQUE PROJECTS
16	MISC. FEDERAL AID	PLH	PLH04	F13E	PUBLIC LANDS HIGHWAY 2004
16	MISC. FEDERAL AID	PLH	PLH04	F130	PUBLIC LANDS HIGHWAY 2004
16	MISC. FEDERAL AID	PFH	PFH4E	F15E	FOREST HIGHWAY 2004 EXT
16	MISC. FEDERAL AID	PFH	PFH04	F150	FOREST HIGHWAY 2004
16	MISC. FEDERAL AID	ASD01	ASD01	G610	ALABAMA STATE DOCKS
16	MISC. FEDERAL AID	STRGB	STRGB	H2X0	SURF TRANS RSCH GSB-88 BND H2X
16	MISC. FEDERAL AID	CMAQ	CMAQH	H400	CONGS MIT & AIR QUALITY
16	MISC. FEDERAL AID	PL	PLN8H	H450	METRO PLANNING
16	MISC. FEDERAL AID	DBE	DBE04	H480	MINORITY BUS ENTERPRISE 2004
16	MISC. FEDERAL AID		OJTPH	H490	ON JOB TRAINING STEA03
16	MISC. FEDERAL AID	SPR	HPR8H	H550	HWY PLAN & RESEARCH
16	MISC. FEDERAL AID	SPR	RHPCH	H560	MAND 25% PLNG CONST H56
16	MISC. FEDERAL AID	SPR	RRHPH	H560	MAND 25% STUDIES - HPR-STEAO3
16	MISC. FEDERAL AID	TCSP	TCSPH	H680	TRAN COMM SYS PRES STEAO3
16	MISC. FEDERAL AID	LTAP	LTAPH	H890	LOCAL TECH TRANS H89
16	MISC. FEDERAL AID	LTAP	LTAPB	H890	LOCAL TECH TRANS H89
16	MISC. FEDERAL AID	TCP	HUTE	H960	HWY USE TAX EVASION PROJ
16	MISC. FEDERAL AID	HWYP	LHIP	LHIP	HIGHWAY INFRASTRUCTURE
16	MISC. FEDERAL AID	PRHP	PRHPE	LP1E	PUERTO RICO HWY PROGRAM LP1E
16	MISC. FEDERAL AID	EOAP	EOAP	L00E	EXT OF ALLOCATED PROGRAMS L00E
16	MISC. FEDERAL AID	CMAQ	CMAQE	L40E	CONGS MIT & AIR QUALITY L40E
16	MISC. FEDERAL AID	CMAQ	CMAQR	L40R	CONGS MIT & AIR QUALITY L40R
16	MISC. FEDERAL AID	CMAQ	CMAQL	L400	CONGS MIT & AIR QUALITY L400
16	MISC. FEDERAL AID	PL	PLN8E	L45E	METRO PLNG 1.25% TAKEDWN LU EX
16	MISC. FEDERAL AID	PL	PLN8R	L45R	METRO PLNG 1.25% TAKEDWN LU RE
16	MISC. FEDERAL AID	PL	PLN8L	L450	METRO PLNG 1.25% TAKEDOWN LU
16	MISC. FEDERAL AID	DBE	DBELE	L48E	MINORITY BUS ENTERPRISE L48E
16	MISC. FEDERAL AID	DBE	DBEL	L480	MINORITY BUS ENTERPRISE L480
16	MISC. FEDERAL AID	OJT	OJTPE	L49E	STP SUPPORTIVE SRVC S-LU L49E
16	MISC. FEDERAL AID	OJT	OJTPL	L490	STP SUPPORTIVE SERVICES LU



16	MISC. FEDERAL AID	SPR	HPR8E	L55E	2% HWY PLNG & RESEARCH L55E
16	MISC. FEDERAL AID	SPR	HPRCE	L55E	STATEWIDE PLANNING CONST L55E
16	MISC. FEDERAL AID	SPR	HPRCL	L550	STATEWIDE PLANNING CONST L55
16	MISC. FEDERAL AID	SPR	HPR8L	L550	2% HWY PLNG & RESEARCH L55
16	MISC. FEDERAL AID	SPR	RHPLE	L56E	MAND 25% PLNG LUEXT L56E
16	MISC. FEDERAL AID	SPR	RHPCE	L56E	MAND 25% PLNG CONST LUEXT L56E
16	MISC. FEDERAL AID	SPR	RRHPL	L560	MAND 25% PLNG LU
16	MISC. FEDERAL AID	SPR	RRHPC	L560	MAND 25% PLNG CONST LU
16	MISC. FEDERAL AID	TCSP	TCSPL	L68E	TRANS COMM SYS PRES L680
16	MISC. FEDERAL AID	TCSP	TCSPL	L680	TRANS COMM SYS PRES L680
16	MISC. FEDERAL AID	TCSP	TCSAC	L680	TRANS COMM SYS PRES L680 AC
16	MISC. FEDERAL AID	TCP	HUTE	L96E	HWY USE TAX EVASION PROJ
16	MISC. FEDERAL AID	TCP	HUTE	L960	HWY USE TAX EVASION PROJ
16	MISC. FEDERAL AID	MTDG	MTDG	MTDG	FED HIGHWAY AUTH TIGER GRANT
16	MISC. FEDERAL AID	CMAQ	CMAQM	M400	CONGS MIT & AIR QUALITY M400
16	MISC. FEDERAL AID	LTAP	LTAPM	M438	LOCAL TECH ASSIST PROGRAM M438
16	MISC. FEDERAL AID	PL	PL45M	M450	MAP-21 METRO PLANNING M450
16	MISC. FEDERAL AID	DBE	DBEM	M480	MINORITY BUS ENTERPRISE M480
16	MISC. FEDERAL AID	OJT	OJTM	M490	STP SUPPORTIVE SERVICES MAP-21
16	MISC. FEDERAL AID	SPR	SP55M	M550	STATE PLANNING & RESEARCH M550
16	MISC. FEDERAL AID	SPR	SP56M	M560	RD&T MAP-21 M560
16	MISC. FEDERAL AID	SPR	FTADM	M77D	FTA CONSOLID PLANNING FUNDS77D
16	MISC. FEDERAL AID	PL	FTAFM	M77F	FTA CONSOLID PLAN TRF TO FHWA
16	MISC. FEDERAL AID	SPGT	SPGT	OHT0	OHTS SEC. 402 GRANTS
16	MISC. FEDERAL AID	CMAQ	AQCM	QC10	STEAD CONGESTION MGT & AIR QU
16	MISC. FEDERAL AID	ITS	ITS03	QT20	ITS PROGRAM 2003
16	MISC. FEDERAL AID	ITS	IT58	QT70	ITS PROGRAM
16	MISC. FEDERAL AID	ITS	ITSF	QT70	INTELLIGENT TRANS SYS FUNDS
16	MISC. FEDERAL AID	ITS	IT58	QT80	ITS PROGRAM
16	MISC. FEDERAL AID	CMAQ	AQCM	Q400	STEAD CONGESTION MGT & AIR QU
16	MISC. FEDERAL AID	PL	PLN8	Q450	STEAD METRO PLANNING
16	MISC. FEDERAL AID	FAUP	FAUP	Q460	FA UNIQUE PROJECTS
16	MISC. FEDERAL AID	DBE	MBE8	Q480	MINORITY BUSINESS ENTERPRISE
16	MISC. FEDERAL AID	OJT	OJTP	Q490	ON THE JOB TRAINING PROGRAM
16	MISC. FEDERAL AID	RESTF	RQ50	Q500	FUNDING RESTORATION APPN31
16	MISC. FEDERAL AID	RESTPC	PCRE	Q510	STEAD FUNDING RESTOR PHENIX
16	MISC. FEDERAL AID	STPMB	MBRE	Q510	STEAD FUNDING RESTOR MOBILE
16	MISC. FEDERAL AID	RESTMT	MTRE	Q510	STEAD FUNDING RESTORATION MONTG
16	MISC. FEDERAL AID	RESTBH	BHRE	Q510	STEAD FUNDING RESTORATION B'HAM
16	MISC. FEDERAL AID	SPR	HPR8	Q550	STEAD HWY PLAN & RESEARCH
16	MISC. FEDERAL AID	SPR	RHPCQ	Q560	MAND 25% PLNG CONST Q56
16	MISC. FEDERAL AID	SPR	RRHP	Q560	STEAD 25% ASIDE(R&D/TECH TRANS)
16	MISC. FEDERAL AID	TCSP	TCSPE	Q680	TCSP EARMARKED GRANT
16	MISC. FEDERAL AID	LTAP	LTAPA	Q890	LOCAL TECH TRANS Q89
16	MISC. FEDERAL AID	LTAP	LTAP	Q890	LOCAL TECH TRANS Q89
16	MISC. FEDERAL AID	FAUP	FAUP	RSDV	FA UNIQUE PROJECTS
16	MISC. FEDERAL AID	UMPL	UMPL	TR03	FTA SECTION 5303



16	MISC. FEDERAL AID	FTA9C	FTA9C	TR07	CAPITAL PROGRAMS FOR >50K
16	MISC. FEDERAL AID	FTA9	FTA9	TR07	FTA SECTION 5307
16	MISC. FEDERAL AID	FTA3C	FTA3C	TR09	CAPITAL NEW STARTS/FED EARMARK
16	MISC. FEDERAL AID	FTA3	FTA3	TR09	FTA SECTION 5309
16	MISC. FEDERAL AID	UMTA	UMTA	TR10	FTA SECTION 5310
16	MISC. FEDERAL AID	UMTAC	UMTAC	TR10	CAPITAL ELDERLY/HANDICAPPED
16	MISC. FEDERAL AID	RPTOC	RPTOC	TR11	CAPITAL PROGRAMS FOR NON-URBAN
16	MISC. FEDERAL AID	RPTO	RPTO	TR11	FTA SECTION 5311
16	MISC. FEDERAL AID	UWRG	UWRG	TR14	UNITED WE RIDE GRANT 5314
16	MISC. FEDERAL AID	JARC	JARCC	TR16	JOB ACCS & RVRSE CMUTE CAPITOL
16	MISC. FEDERAL AID	JARC	JARC	TR16	JOB ACCESS AND REVERSE COMMUTE
16	MISC. FEDERAL AID	NFIG	NFIGC	TR17	NEW FREEDOM RURAL 5317 CAPITOL
16	MISC. FEDERAL AID	NFIG	NFIGR	TR17	NEW FREEDOM INIT RURAL 5317
16	MISC. FEDERAL AID	NFIU	NFIGU	TR17	NEW FREEDOM INIT URBAN 5317
16	MISC. FEDERAL AID	JARC	JARC	TR37	JOB ACCESS AND REVERSE COMMUTE
16	MISC. FEDERAL AID	JARC	JARCC	TR37	JOB ACCS & RVRSE CMUTE CAPITOL
16	MISC. FEDERAL AID	HPR	HPR80	0800	HWY PLAN-RESEARCH
16	MISC. FEDERAL AID	HPR	HPRH	0800	HWY PLAN-RESEARCH
16	MISC. FEDERAL AID	SPR	HPR2	0810	HIGHWAY PLANNING & RESEARCH
16	MISC. FEDERAL AID	PL	PLNG	0820	METRO PLANNING
16	MISC. FEDERAL AID	PL	PLN2	0850	METROPOLITAN PLANNING
16	MISC. FEDERAL AID	SPR	HPRR	0860	25% ASIDE( R&D/ TECH TRANS)
16	MISC. FEDERAL AID	DP	EGPA	1060	ECON GROWTH PRIM ADD
16	MISC. FEDERAL AID	DP	EGCR	1060	ECONOMIC GROWTH CNTR
16	MISC. FEDERAL AID	TBR	TMBR	11P0	TIMBER BRIDGE DEMO
16	MISC. FEDERAL AID	DBE	MBE8L	12C0	MINORITY BUSINESS ENTERPRISE
16	MISC. FEDERAL AID	DBE	MBE8	12C0	MINORITY BUSINESS ENTERPRISE
16	MISC. FEDERAL AID	MBE	MBES	1230	MBE SUPPORT SERVICES
16	MISC. FEDERAL AID	TQF	TQTR	1240	TRANSITION QUARTER
16	MISC. FEDERAL AID	TCD	TCDO	1370	TRAFFIC SIGNAL DEMO
16	MISC. FEDERAL AID	FH	FORH	1510	FOREST HIGHWAY
16	MISC. FEDERAL AID	PLH	PLHY	1530	PUBLIC LANDS HIGHWAY
16	MISC. FEDERAL AID	NRD	RIDE	1720	RIDSHARE DEMO PROGRM
16	MISC. FEDERAL AID	PLH	PL92	18E0	PUBLIC LANDS HIGHWAY
16	MISC. FEDERAL AID	FH	FH81	1810	FOREST HWY APPN 181
16	MISC. FEDERAL AID	PLH	PLHY	1830	PUBLIC LANDS HIGHWAY
16	MISC. FEDERAL AID	PFH	FH92	19A0	FOREST HIGHWAY
16	MISC. FEDERAL AID	FH	FH91	1910	FOREST HWY APPN 191
16	MISC. FEDERAL AID	CMAQ	CMAQ	3AZ0	CONGS MIT & AIR QUAL7162(600)
16	MISC. FEDERAL AID	RESTF	R31J	31J0	FUND RESTOR APPN 31
16	MISC. FEDERAL AID	REST	R317	3170	FUND RESTOR APPN 317
16	MISC. FEDERAL AID	RESTBH	REBH	3180	FUND RESTORATON BHAM
16	MISC. FEDERAL AID	STPPC	REPC	3180	FUND RESTOR PHNX CTY
16	MISC. FEDERAL AID	RESTMT	REMT	3180	FUND RESTORATON MONTGOMERY
16	MISC. FEDERAL AID	STPMB	REMB	3180	FUND RESTORATON MOBL
16	MISC. FEDERAL AID	CMAQ	CMAQ	32A0	CONGS MIT & AIR QUAL7162(600)

16	MISC. FEDERAL AID	CMAQ	CMAQ	3200	CONGS MIT & AIR QUAL7162(600)
16	MISC. FEDERAL AID	ACCMAQ	AC320	3200	ADVANCE CN CMAQ 3200
16	MISC. FEDERAL AID	ITS	ITSF	3240	INTELLIGENT TRANS SYS FUNDS
16	MISC. FEDERAL AID	TCP	MFTC	3340	MOTOR FUEL TAX COMPLIANCE
16	MISC. FEDERAL AID	RTAP	RTAP	37A0	RUR TRANS ASST PROG
16	MISC. FEDERAL AID	RTAP	RTAP	37B0	RUR TRANS ASST PROG
16	MISC. FEDERAL AID	TE	WZSD	37T0	WORK ZONE SAFETY TEST EVAL
16	MISC. FEDERAL AID	HDPC	HPCP	3720	HIGH PERFORMANCE CONCRETE
16	MISC. FEDERAL AID	SPR	HPRR	3730	25% ASIDE( R&D/ TECH TRANS)
16	MISC. FEDERAL AID	SPS	LTPP	3800	LONG TERM PAVEMENT PERFORMANCE
16	MISC. FEDERAL AID	ITS	ITSF	3900	INTELLIGENT TRANS SYS FUNDS
16	MISC. FEDERAL AID		ITSF9	3900	INTELLIGENT VEH. HWY SYS 390
16	MISC. FEDERAL AID	SPS	LTPP	4L10	LONG TERM PAVEMENT PERFORMANCE
16	MISC. FEDERAL AID	PLH	PLHY	4130	PUBLIC LANDS HIGHWAY
16	MISC. FEDERAL AID	PFH	FHT21	4150	FOREST HWY TEA-21
16	MISC. FEDERAL AID	LTAP	LTAP	438E	LOCAL TECH ASSIST PROGRAM 438E
16	MISC. FEDERAL AID	LTAP	LTAPC	4380	LOCAL TECH ASSIST PROGRAM 0438
16	MISC. FEDERAL AID	LTAP	LTAP6	4380	LOCAL TECH ASSIST PROG 4380
16	MISC. FEDERAL AID	SPR	5L6E	5L6E	PAVEMENT RESEARCH & DEPLOY PR
16	MISC. FEDERAL AID	FH	FHOA	6080	FOREST HWY OLD FUNDS
16	MISC. FEDERAL AID	FLH	PLOF	6100	PUB LANDS OLD FUNDS
16	MISC. FEDERAL AID	RPT	RPTD	6160	RURAL PUB TRANS DEMO
16	MISC. FEDERAL AID	OS	OFFS	6270	OFF SYSTEM ROADS
16	MISC. FEDERAL AID	OS	OFFS	6290	OFF SYSTEM ROADS
16	MISC. FEDERAL AID	CFP	HCFP	6430	HWY XING FED PROJECT
16	MISC. FEDERAL AID	CA	AD49	6490	AD CONTROL APPN 649
16	MISC. FEDERAL AID	CJF	JCON	6590	JUNKYARD CONTROL
16	MISC. FEDERAL AID	LSF	LSFI	6690	LANDSCAPING-SCENIC
16	MISC. FEDERAL AID	SOS	SOSR	6790	SAFER OFF SYSTEM RDS
16	MISC. FEDERAL AID	SOS	SOSR	6800	SAFER OFF SYSTEM RDS
16	MISC. FEDERAL AID	CA	AD88	6880	AD CONTROL APPN 688
16	MISC. FEDERAL AID	CJF	JC89	6890	JUNKYARD CONT APN 689
16	MISC. FEDERAL AID	AAD	DFNS	7500	DEFENSE ACCESS
16	MISC. FEDERAL AID	AAD	DEFA	7500	DEFENSE ACCESS AC APN
16	MISC. FEDERAL AID	AAD	DEFA	7510	DEFENSE ACCESS AC APN
16	MISC. FEDERAL AID	AAD	DEFA	7520	DEFENSE ACCESS AC APN
16	MISC. FEDERAL AID	A-AD	DA55	7550	DEFENSE ACCESS ROAD PROJECT
16	MISC. FEDERAL AID	A-AD	DA56	7560	DEFENSE ACCESS ROAD PROGRAM
16	MISC. FEDERAL AID	A-AD	DA57	7570	DEFENSE ACCESS ROAD PROJ
16	MISC. FEDERAL AID	PL	FTATE	77FE	FTA CONSOLID PLAN TRF TO FHWA
16	MISC. FEDERAL AID	PL	FTATF	77F0	FTA CONSOLID PLAN TRF TO FHWA
16	MISC. FEDERAL AID	SPR	FTATG	77G0	FTA CONSOLID PLANNING FUNDS77G
16	MISC. FEDERAL AID	RPTO	RPTO	7700	FTA SECTION 5311
16	MISC. FEDERAL AID	AAD	DFNS	8340	DEFENSE ACCESS
16	MISC. FEDERAL AID	RPTO	RPTO	8810	FTA SECTION 5311
16	MISC. FEDERAL AID	RPTO	RPTO	8820	FTA SECTION 5311

16	MISC. FEDERAL AID	RTAP	RTAP	9AC0	RUR TRANS ASST PROG
16	MISC. FEDERAL AID	DBE	MBE8	9AH0	MINORITY BUSINESS ENTERPRISE
16	MISC. FEDERAL AID	SPS	LTPP	9AN0	LONG TERM PAVEMENT PERFORMANCE
16	MISC. FEDERAL AID	DBE	MBE8	9AV0	MINORITY BUSINESS ENTERPRISE
16	MISC. FEDERAL AID	RTAP	RTAP	94A0	RUR TRANS ASST PROG
16	MISC. FEDERAL AID	RTAP	RTAP	94B0	RUR TRANS ASST PROG
16	MISC. FEDERAL AID	DE	CSIP	9420	CORR SAFTY
16	MISC. FEDERAL AID	SPR	HPRR	9420	25% ASIDE( R&D/ TECH TRANS)
16	MISC. FEDERAL AID	RTAP	RTAP	9450	RUR TRANS ASST PROG
16	MISC. FEDERAL AID	RTAP	RTAP	96D0	RUR TRANS ASST PROG
16	MISC. FEDERAL AID	RTAP	RTAP	96G0	RUR TRANS ASST PROG
16	MISC. FEDERAL AID	LTAP	LTAP	96M0	LOCAL TECH TRANS Q89
16	MISC. FEDERAL AID	DBE	MBE8	96S0	MINORITY BUSINESS ENTERPRISE
16	MISC. FEDERAL AID	GDTE	GDTE		GOV DEATH TRAP ELIM
17	STATE		SOLB		OPER LAND & BLDGS.
17	STATE	OLB	OLAB		OIL BOND, HWY BLDGS
17	STATE	OLC	OILC		OIL BOND COUNTY PROG
17	STATE	OLB	OILB		OIL BOND HWY PROG
17	STATE		IARC		INDUSTRIAL ACCESS COMMITMENTS
17	STATE		IARB		INDUSTRIAL ACCESS
17	STATE		IARA		INDUSTRIAL ACCESS
17	STATE	GPER	GPER		GOVS PROG,ENRGY RFND
17	STATE		STRP		ST REVENUE SHARING
17	STATE		STATS		STATE PROGRAM - SPECIAL AID
17	STATE		STATR		STATE PROGRAM - RIGHT OF WAY
17	STATE		STATP		STATE PROGRAM - PE
17	STATE		STATO		STATE PROGRAM - OTHER
17	STATE		STATH		STATE PROGRAM - RESEARCH SURVE
17	STATE		STATF		STATE PROGRAM - STATE FORCE CO
17	STATE		STATE		STATE PROGRAM - STATE
17	STATE		STATC		STATE PROGRAM - CONTRACT CONST
17	STATE		STAT		STATE PROGRAM
17	STATE	PLR	SPAR		ST PLAN AND RESEARCH
18	MAINTENANCE		MAIN		MAINTENANCE PROJECTS
18	MAINTENANCE		99007		G.O. MAINTENANCE EMERGENCY FUN
18	MAINTENANCE		99006		G.O. TRAFFIC SIGNAL UPGRADING
18	MAINTENANCE		99005		G.O. BRIDGE PAINTING
18	MAINTENANCE		99004		G.O. ROADWAY SHOULDER REPAIR
18	MAINTENANCE		99903		9TH DIV RESURFACING
18	MAINTENANCE		99803		8TH DIV RESURFACING
18	MAINTENANCE		99703		7TH DIV RESURFACING
18	MAINTENANCE		99603		6TH DIV RESURFACING
18	MAINTENANCE		99503		5TH DIV RESURFACING
18	MAINTENANCE		99403		4TH DIV RESURFACING
18	MAINTENANCE		99303		3RD DIV RESURFACING
18	MAINTENANCE		99203		2ND DIV RESURFACING

18	MAINTENANCE		99103		1ST DIV RESURFACING
18	MAINTENANCE		99075		G.O. BRIDGE OTHER
18	MAINTENANCE		99065		G.O. BRIDGE RATING
18	MAINTENANCE		99055		G.O. BRIDGE SCOUR
18	MAINTENANCE		99054		G.O. ROADWAY CONTRACT MOWING
18	MAINTENANCE		99046		G.O. TRAFFIC OTHER
18	MAINTENANCE		99045		G.O. BRIDGE MANAGEMENT
18	MAINTENANCE		99044		G.O. ROADWAY OTHER
18	MAINTENANCE		99036		G.O. TRAFFIC ADOPT-A-MILE
18	MAINTENANCE		99035		G.O. BRIDGE INSPECTION
18	MAINTENANCE		99034		G.O. ROADWAY ROADSIDE LANDSCAP
18	MAINTENANCE		99026		G.O. TRAFFIC LOGO PROJECTS
18	MAINTENANCE		99025		G.O. BRIDGE STRENGTHENING
18	MAINTENANCE		99024		G.O. ROADWAY CONCRETE REHAB
18	MAINTENANCE		99016		G.O. TRAFFIC SIGN UPGRADING
18	MAINTENANCE		99015		G.O. BRIDGE REPAIR
18	MAINTENANCE		99014		G.O. ROADWAY PAVED SHOULDER RE
18	MAINTENANCE		99009		G.O. MISCELLANEOUS
18	MAINTENANCE		99008		G.O. STATE PARK PROJECTS
19	MISC. NON-FEDERAL AID	HFL	HFLE	LV5E	HIGHWAY FOR LIFE LV5E
19	MISC. NON-FEDERAL AID	FAUP	WKORD	RSDV	FEDERAL WORK ORDERS
19	MISC. NON-FEDERAL AID		DSTR		ST DISASTER FUNDS
19	MISC. NON-FEDERAL AID		COUN		COLLEGE & UNIVERSITY
20	AERONAUTICS	AEROF	AEROC	AIPC	FEDERAL AERONAUTICS ARRA
20	AERONAUTICS	AEROS	AEROS	AIPS	STATE AERONAUTICS
20	AERONAUTICS	AEROF	AEROF	AIP0	FEDERAL AERONAUTICS
20	AERONAUTICS	APSP	APSP	AIP0	AIRPORT PROJECT SPONSORSHIP PR
20	AERONAUTICS	SMFF	SMFF	AIP0	SURPLUS MILITARY FIELD FUND
20	AERONAUTICS	APSP	APSP	APSP	AIRPORT PROJECT SPONSORSHIP PR
20	AERONAUTICS	SMFF	SMFF	SMFF	SURPLUS MILITARY FIELD FUND
20	AERONAUTICS	SMFF	SMFF	0000	SURPLUS MILITARY FIELD FUND
20	AERONAUTICS	SPSE	SPSE		SPONSORSHIP PROGRAM ST. ELMO
21	LEVEL OF EFFORT		LVOE	0000	LEVEL OF EFFORT
22	TRANSPORTATION ALTERNATIVES	TAPAA	TAAAM	M300	TAP ANY AREA MAP-21 M300
22	TRANSPORTATION ALTERNATIVES	TAPHV	TAHVM	M301	TAP >200K HUNTSVILLE MAP-21
22	TRANSPORTATION ALTERNATIVES	TAPBH	TABHM	M301	TAP >200K BIRMINGHAM MAP-21
22	TRANSPORTATION ALTERNATIVES	TAPMN	TAMNM	M301	TAP >200K MONTGOMERY MAP-21
22	TRANSPORTATION ALTERNATIVES	TAPMB	TAMBM	M301	TAP >200K MOBILE MAP-21
22	TRANSPORTATION ALTERNATIVES	TAPLL	TALLM	M301	TAP >200K LILLIAN MAP-21

22	TRANSPORTATION ALTERNATIVES	TAPCM	TAPCM	M301	TAP >200K PHENIX CITY MAP-21
22	TRANSPORTATION ALTERNATIVES	TAPOA	TAOAM	M302	TAP <200K MAP-21 M302
22	TRANSPORTATION ALTERNATIVES	TAPNU	TANUM	M303	TAP NON URBAN MAP-21 M303

## Federal and State Funding Codes

Funding Code	Funding Description	Fund Type	Funding Code	Funding Description	Fund Type
****	WILDCARD	State	LT	50% LOCAL MATCHING/TOPICS PGM	State
*12D	PREV OBLIG \$12M ST PRIMARY	State	M	FEDERAL AID URBAN FUNDS	State
*14D	PREV OBLIG \$14M ST PRIMARY	State	M 2	M ROLLUP OF W-32	State
*15A	PREV OBLIG \$15M FA PRIMARY	State	MA	MIN. ALLOCATION (ANY AREA)	State
*15B	PREV OBLIG \$15M FA SECONDARY	State	MABP	MIN. ALLOC. BRIDGES (NON-BRT)	Federal
*A	PREV OBLIGATED FED PRIMARY	State	MABR	MIN. ALLOC. BRIDGES (BRT)	Federal
*D	ST PRI-SUPRESS FM WK PGM BAL	State	MAIM	MIN. ALLOC. (IM)	State
*DT	PREV OBLIG ST MATCH FOR TOPICS	State	MAIR	MIN. ALLOC. INTRASTATE SYSTEM	State
*T	PREV OBLIG TOPICS PPROGRAM	State	MANH	MIN. ALLOC. (NH)	Federal
15M	GEN REV FOR PRIMARY R/W (\$15M)	State	MAP	MILITARY AIRPORT PARTICIPATION	State
9th GT		Local	MBT2	FED URB SYS BARTOW/W-32	State
A	FEDERAL PRIMARY/STATE PRIMARY	State	MBV2	FED URB SYS BREVARD CNTY/W-32	State
A1	FEDERAL AID PRIMARY/RAILROAD	State	MCM6	FED URB SYS MIAMI/W-36	State
AC	ADVANCE CONSTRUCTION - BOX	State	MCP6	FED URB SYS ST. PETE/W-36	State
ACBA	ADVANCE CONSTRUCTION (BA)	State	MCSA	MOTOR CARRIER SAFETY - 80/20	State
ACBL	ADVANCE CONSTRUCTION (BL)	State	MCSG	MOTOR CARRIER SAFETY GRANT	State
ACBR	ADVANCE CONSTRUCTION (BRT)	Federal	MCT6	FED URB SYS TAMPA/W-36	State
ACBZ	ADVANCE CONSTRUCTION (BRTZ)	State	MDB2	FED URB SYS DAYTONA BEACH/W-32	State
ACCM	ADVANCE CONSTRUCTION (CM)	State	MFL2	FED URB SYS FT.LAUDERDALE/W-32	State
ACCP	ADVANCE CONSOLIDATED (CP)	State	MFL6	FED URB SYS FT.LAUDERDALE/W-36	State
ACEM	EARMARKS AC	State	MFM2	FED URB SYS FORT MYERS/W-32	State
ACEN	ADVANCE CONSTRUCTION (EBNH)	State	MG	MINIMUM GUARANTEE	Federal
ACEP	ADVANCE CONSTRUCTION (EBBP)	State	MGBP	MIN. GUARANTEE - BRIDGE SUPPL	Federal
ACER	ADVANCE CONSTRUCTION (ER)	State	MGNH	MINIMUM GUARANTEE FOR NH	State
ACF	ADVANCE CONSTRUCTION (FD/100%)	State	MGV2	FED URB SYS GAINESVILLE/W-32	State
ACF0	AC FOR HIGH PRIORITY (F0__)	Federal	MJX2	FED URB SYS JACKSONVILLE/W-32	State
ACFD	ADVANCE CONSTRUCTION (FD/OFA)	State	MJX6	FED URB SYS JACKSONVILLE/W-36	State
ACHR	ADVANCE CONSTRUCTION (HRE)	State	ML	MA, AREAS <= 200K	Federal
ACI	ADVANCE CONST/\$150M (I)	Federal	MLC2	FED URB SYS LAKE CITY/W-32	State
ACI2	ADVANCE CONST/\$64M (I)	State	MLK2	FED URB SYS LAKELAND/W-32	State
ACI3	ADVANCE CONSTRUCTION (I)	State	MLO2	FED URB SYS LIVE OAK W-32	State
ACI4	ADVANCE CONST/TAG REV (I)	State	MMI2	FED URB SYS MIAMI/W-32	State
ACI5	SUNSHINE SKYWAY	State	MMI6	FED URB SYS MIAMI/W-36	State
ACIM	ADVANCE CONSTRUCTION (IM)	Federal	MML6	FED URB SYS MELBURN-COCOA/W-36	State
ACIR	ADVANCE CONSTRUCTION (IR)	State	MNR2	FED URB SYS NW PRT RICHEY/W-32	State
ACM	ADVANCE CONST/URBAN (M...)	State	MNR6	FED URB SYS PASCO COUNTY/W-36	State
ACMA	ADVANCE CONSTRUCTION (MA)	State	MOC2	FED URB SYS OCALA/W-32	State
ACML	ADVANCE CONSTRUCTION (ML)	State	MOL2	FED URB SYS ORLANDO/W-32	State
ACNH	ADVANCE CONSTRUCTION (NH)	Federal	MOL6	FED URB SYS ORLANDO/W-36	State
ACPF	Airport Capital Projects Fund	Local	MPB2	FED URB SYS W PALM BEACH/W-32	State
ACPL	ADVANCE CONSTRUCTION (PL)	State	MPB6	FED URB SYS W PALM BEACH/W-36	State
ACSA	ACSA	Local	MPC2	FED URB SYS PANAMA CITY/W-32	State
ACSE	ADVANCE CONSTRUCTION (SE)	Federal	MPL2	FED URB SYS PLANT CITY/W-32	State
ACSH	ADVANCE CONSTRUCTION (SH)	State	MPZ2	FED URB SYS PENSACOLA/W-32	State
ACSL	ADVANCE CONSTRUCTION (SL)	State	MPZ6	FED URB SYS PENSACOLA/W-36	State
ACSN	ADVANCE CONSTRUCTION (SN)	Federal	MSA2	FED URB SYS ST AUGUSTINE/W-32	State
ACSP	ADVANCE CONSTRUCTION (SP)	State	MSB2	FED URB SYS SARASO-BRADEN/W-32	State
ACSR	ADVANCE CONSTRUCTION (SR)	State	MSB6	FED URB SYS SARASO-BRADEN/W-36	State
ACSS	ADVANCE CONSTRUCTION (SS)	Federal	MSP2	FED URB SYS ST.PETERSBURG/W-32	State
ACSU	ADVANCE CONSTRUCTION (SU)	Federal	MSP6	FED URB SYS ST.PETERSBURG/W-36	State
ACXA	ADVANCE CONSTRUCTION (XA)	Federal	MSTU	MSTU	Local
ACXL	ADVANCE CONSTRUCTION (XL)	Federal	MTA2	FED URB SYS TAMPA/W-32	State
ACXU	ADVANCE CONSTRUCTION (XU)	State	MTA6	FED URB SYS TAMPA/W-36	State
ADV	FEDERAL AID ADV R/W ACQUISIT	State	MTL2	FED URB SYS TALLAHASSEE/W-32	State
AIP	AIP	Local	MU	MA, URBAN AREAS > 200K	Federal
ASAP	CP - S.A.P.	State	MW2	P.A.R. ROLLUP OF W-32	State
ATF	ADMINISTRATIVE TRUST FUND	State	MW32	FEDERAL URBAN SYSTEM/W-32	State
AWPM	ALL-WEATHER PAVEMENT MARKING	State	MW36	FEDERAL URBAN SYSTEM/W-36	State
B	FED SECONDARY/STATE PRIMARY	State	N/A	CEI NOT ADDED/UPDATED	State

B1	90% FEDERAL - 10% RAILROAD	State	NCIIF	Neighborhood and Citywide Infrastructure Capital Improvement Fund	Local
BA	DONOR BONUS, ANY AREA	State	NCPD	NATIONAL CORRIDOR PLN & DEV	State
BDC	WORKING CAPITAL TRUST FUND-BDC	State	NFI	NFI	Local
BGP	50% FED AID - BIKEPATH	State	NH	PRINCIPLE ARTERIALS	Federal
BL	DB, AREAS <= 200K	State	NHAC	ADVANCE CONSTRUCTION (NH)	Federal
BMT	BETTERMENT - STATE PRIMARY	State	NHBR	NATIONAL HIGHWAYS BRIDGES	State
BNBR	AMENDMENT 4 BONDS (BRIDGES)	State	NHI	NAT'L HIWAY INSTITUTE TRAINING	State
BNCA	BOND - CONTROLLED ACCESS	State	NHIR	FIHS FROM NH FEDERAL FUNDS	Federal
BND	STATE SECONDARY BONDS	State	NHS	NATIONAL HIGHWAY SAFETY	State
BNDI	INTRASTATE R/W & BRIDGE BONDS	State	NHTS	NATIONAL HWY TRAFFIC SAFETY	State
BNDS	BOND - STATE	State	NRD	NATIONAL RIDESHARING DEVELOP	State
BNIR	INTRASTATE R/W & BRIDGE BONDS	State	NRDP	NATIONAL RIDESHARING FED AID	State
BNPK	AMENDMENT 4 BONDS (TURNPIKE)	State	NSTP	NEW STARTS TRANSIT PROGRAM	State
BOND	Bond Funding	Local	OCO	OTHER CAPITAL OUTLAY	State
BRAC	BRAC	Local	OCST	OCST	Local
BRP	STATE BRIDGE REPLACEMENT	State	OF	OF	Local
BRRP	STATE BRIDGE REPAIR & REHAB	State	ONE	One Cent Gas Tax Funding	Local
BRT	FED BRIDGE REPL - ON SYSTEM	Federal	OSR	OFF SYSTEM ROADS	State
BRTD	FED BRIDGE REPL--DISCRETIONARY	State	OVH	OVERHEAD	State
BRTZ	FED BRIDGE REPL - OFF SYSTEM	Federal	P00A	TURNPIKE BOND CONSTRUCTION-00	State
BU	DB, URBAN AREAS > 200K	State	P00B	TURNPIKE BOND CONSTRUCTION-00	State
BWD	BIKEWAY PATHS	State	P01A	TURNPIKE BOND CONSTRUCTION-01	State
BZAC		State	P02A	TURNPIKE BOND CONSTRUCTION-02	State
C	FEDERAL URBAN/STATE PRIMARY	State	P02B	TURNPIKE BOND CONSTRUCTION-02	State
CAF	CONTROL OF OUTDOOR ADVERTISING	State	P03A	TURNPIKE BOND CONSTRUCTION-03	State
CAND		Federal	P04A	TURNPIKE BOND CONSTRUCTION-04A	State
CDBG	CDBG	Local	P04B	TURNPIKE BOND CONSTRUCTION-04B	State
CFA	CONTRACTOR FUNDS ADVANCE	State	P05A	TURNPIKE BOND CONSTRUCTION-05	State
CGT	Community Gas Tax	Local	P06A	TURNPIKE BOND CONSTRUCTION-06	State
CIGP	COUNTY INCENTIVE GRANT PROGRAM	Local	P07A	TURNPIKE BOND CONSTRUCTION-07	State
CIGR	GROWTH MANAGEMENT FOR CIGP	State	P08A	TURNPIKE BOND CONSTRUCTION-08	State
CIP	CIP	Local	P09A	TURNPIKE BOND CONSTRUCTION-09	State
CIT III	CIT III	Local	P10A	TURNPIKE BOND CONSTRUCTION-10	State
CJF	FEDERAL JUNKYARD REMOVAL	State	P11A	TURNPIKE BOND CONSTRUCTION-11	State
CM	CONGESTION MITIGATION - AQ	State	P12A	TURNPIKE BOND CONSTRUCTION-12	State
COE	CORP OF ENGINEERS (NON-BUDGET)	State	P13A	TURNPIKE BOND CONSTRUCTION-13	State
COVC	COVENANT TO COMPLETE	State	P14A	TURNPIKE BOND CONSTRUCTION-14	State
COVO	COVENANT TO OPERATE	State	P15A	TURNPIKE BOND CONSTRUCTION-15	State
CP	FEDERAL CONSOLIDATED PRIMARY	State	P16A	TURNPIKE BOND CONSTRUCTION-16	State
CPP1	MIDP'T,CP CORAL & SANIBEL BRS.	State	P17A	TURNPIKE BOND CONSTRUCTION-17	State
CPR	CONSOLIDATED PRI-RESURFACING	State	P18A	TURNPIKE BOND CONSTRUCTION-18	State
CRA	CRA	Local	P19A	TURNPIKE BOND CONSTRUCTION-19	State
CSFF	CENTRAL & SO FLA FLOOD CONTROL	State	P89A	TURNPIKE BOND CONSTRUCTION-89	State
D	UNRESTRICTED STATE PRIMARY	State	P90A	TURNPIKE BOND CONSTRUCTION-90	State
D*	PRIMARY FUNDS FOR RIGHT-OF-WAY	State	P91A	TURNPIKE BOND CONSTRUCTION-91	State
D1	MASS TRANSIT AVIATION	State	P92A	TURNPIKE BOND CONSTRUCTION-92	State
D1OH	PTO AVIATION PRIMARY OVERHEAD	State	P92B	TURNPIKE BOND CONSTRUCTION-92	State
D2	MASS TRANSIT SURFACE	State	P93A	TURNPIKE BOND CONSTRUCTION-93	State
D2OH	PTO SURFACE PRIMARY OVERHEAD	State	P94A	TURNPIKE BOND CONSTRUCTION-94	State
DA	DEFENSE ACCESS	State	P95A	TURNPIKE BOND CONSTRUCTION-95	State
DAA	ADVANCED CORRIDOR ACQUISITION	State	P96A	TURNPIKE BOND CONSTRUCTION-96	State
DC	STATE PRIMARY PE CONSULTANTS	State	P97A	TURNPIKE BOND CONSTRUCTION-97	State
DCA	DEPT OF COMMUNITY AFFAIRS	State	P98A	TURNPIKE BOND CONSTRUCTION-98	State
DCB	PRIMARY CONSULT REIMB BY BND	State	P98B	TURNPIKE BOND CONSTRUCTION 98	State
DCM	STATE OFFSET OF CM FUNDS	State	P99A	TURNPIKE BOND CONSTRUCTION-99	State
DDR	DISTRICT DEDICATED REVENUE	State	P99B	TURNPIKE BOND CONSTRUCTION-99	State
DDRF	DDRF	Local	PCPF	Port Capital Projects Fund	Local
DEM	ENVIRONMENTAL MITIGATION	State	PFP	Penny for Pinellas	Local
DEMW	ENVIRONMEN MITIGATION-WETLANDS	State	PKBD	PKBD	Local
DEP	DEPT ENVIRONMENTAL PROTECTION	State	PKCA	TURNPIKE CONTROLLED ACCESS	State



DER	EMERGENCY RELIEF - STATE FUNDS	State	PKCF	TURNPIKE STTF CARRYFORWARD	State
DFTA	DFTA	Local	PKEA	TPK CONTROLLED ACCESS-ER	State
DI	ST. - S/W INTER/INTRASTATE HWY	State	PKEI	TPK IMPROVEMENT-ER	State
DIH	STATE IN-HOUSE PRODUCT SUPPORT	State	PKER	TPK MAINTENANCE RESERVE-ER	State
DIM	STATE - INTERMODAL DEVELOPMENT	State	PKFA	TPK CONTROLLED ACCESS-FEMA	State
DIOH	State 100% Overhead	State	PKFI	TPK IMPROVEMENT-FEMA	State
DIRS	ADV ACQ OF INTRASTATE CORR.	State	PKFR	TPK MAINTENANCE RESERVE-FEMA	State
DIRT	STATE FUNDS (DIRS) ON TPK	State	PKLF	PKLF	Local
DIS	DIS	Local	PKM1	TURNPIKE TOLL MAINTENANCE	State
DITS	DITS	Federal	PKMT	CENT. FL. BELTWAY TRUST FUND	State
DL	LOCAL FUNDS - PTO - BUDGETED	State	PKOH	TURNPIKE INDIRECT COSTS	State
DL1	STATE PRIMARY LOANED TO LOCALS	State	PKY	SUNSHINE PARKWAY BONDS	State
DL2	LOANED TO LOCAL SPONSORS	State	PKYB	\$40 MILLION TURNPIKE BONDS	State
DLR	D LOCAL REIM REV BUS PURCHASE	State	PKYC	TURNPIKE CANDIDATES	State
DM	ST BUDGETED (TRANSIT)	State	PKYE	TURNPIKE EXPANSION	State
DMF	ST BUDGETED (TRANSIT)-FIXED	State	PKYF	TURNPIKE FEEDER ROADS	State
DMT	ST BUDGETED (TRANSIT)-TR.DISAD	State	PKYI	PKYI	Local
DOC	PRIMARY OIL OVERCHARGE	State	PKYO	TURNPIKE TOLL COLLECTION/OPER.	State
DOH	STATE PRIMARY OVERHEAD	State	PKYR	PKYR	Local
DP	ECONOMIC DEVELOPMENT	State	PL	METRO PLAN (85% FA; 15% OTHER)	Federal
DPCPF	Downtown Parking Capital Projects Fund	Local	PLAC	METRO PLAN - AC/REGULAR	State
DPE	PE PRIMARY	State	PLER	PLANNING - EMERGENCY RELIEF	State
DPEB	PRIMARY REIMBURSED BY BOND	State	PLH	PUBLIC LANDS HIGHWAY	State
DPES	STATE PRIMARY PE FOR SPEC PROJ	State	PLHD	PUBLIC LANDS HIGHWAY DISCR	State
DPTO	DPTO	Local	PLRD	GOE R&D (ENV.,R/W & PLN.)	State
DR	D REVOLVING BUS PURCHASE	State	PMS	PAVEMENT MARKING	State
DRA	REST AREAS - STATE 100%	State	PORT	SEAPORTS	State
DS	STATE PRIMARY HIGHWAYS & PTO	State	PR	PERIODIC RESURFACING	State
DSB	PRI CONSULT/REIMBURSED BY BND	State	Private	Private	Local
DSB0	UNALLOCATED TO FACILITY	State	PRR	PLANNING AND RESEARCH	State
DSB1	SKYWAY	State	PTP1	PRIORITY TECH. PROGRAM GRANTS	State
DSB2	EVERGLADES PKY/ALLIGATOR ALLEY	State	PW	PUBLIC WORKS	State
DSB3	PINELLAS BAYWAY	State	QCP	FED AID PRIMARY/ADVANCE ACQ	State
DSB4	MIAMI-DADE EXPRESSWAY AUTH.	State	QI	100% FED AID LOANED/INTERSTATE	State
DSB5	DSB5	Local	QIR	FED AID LOAN/INTERSTATE REHAB	State
DSB6	TAMPA-HILLSBOROUGH EXPR. AUTH.	State	QM	FED URBAN LOAN FOR R/W	State
DSB7	MID-BAY BRIDGE AUTHORITY	State	QSU	R/W REVOLVING (1993)	State
DSB8	MAYPORT FERRY OPERATION	State	QXA	R/W REVOLVING FUND (FED '94)	State
DSB9	NAVARRE BRIDGE	State	R&R	Renewal and Replacement	Local
DSBA	SAWGRASS EXPRESSWAY	State	RA	RURAL FED AID/STATE PRIMARY	State
DSBB	ORLANDO-ORANGE CO. EXPR. SYS.	State	RB	RURAL FED AID SEC/STATE PRIM	State
DSBC	GARCON POINT BRIDGE	State	RBR	RESURFACING FOR RB FUNDS	State
DSBD	I-95 EXPRESS LANES	State	RBRP	REIMBURSABLE BRP FUNDS	Federal
DSBE	EMERALD COAST BRIDGE AUTHORITY	State	RECT	RECREATIONAL TRAILS	State
DSBF	I-595	State	RED	REDISTR. OF FA (SEC 1102F)	State
DSBT	TURNPIKE/REIMBURSED BY TOLL	State	REST	NHSD ACT 95 RESTORATION FUND	Federal
DSC	"D" FOR STATE CONSTRUCTION	State	RHH	RHH	Local
DSCA	STATE - CONTROLLED ACCESS	State	RHP	RAIL HIGHWAY X-INGS - PROT DEV	State
DSF	STATE PRIMARY MATCHING FUNDS	State	RHS	HAZARD REDUCTION	State
DSL	LOCAL GOVERNMENT COOP ASSIST	State	RM11	ROUT MAINT DIST 1 PRIMARY	State
DT	STATE PRIMARY MATCH FOR TOPICS	State	RM14	ROUT MAINT DIST 1 INTERSTATE	State
DTO	STATE PRIMARY/TRAFFIC OPERAT	State	RM16	ROUT MAINT DIST 1 MAINTENANCE	State
DU	STATE PRIMARY/FEDERAL REIMB	Federal	RM24	ROUT MAINT DIST 2 INTERSTATE	State
DU1	STATE PRIMARY/AVIATION	State	RM41	ROUT MAINT DIST 4 SYSTEM 1	State
DU16		Federal	RM44	ROUT MAINT DIST 4 SYSTEM 4	State
DU18		Federal	RM51	ROUT MAINT DIST 5 SYSTEM 1	State
DU2	STATE PRIMARY/UMTA REIMBURSED	State	RM54	ROUT MAINT DIST 5 SYSTEM 4	State
DU8		Federal	RM56	ROUT MAINT DIST 5 SYSTEM 6	State
DUR	D FED REIM REV BUS PURCHASE	State	RM61	ROUT MAINT DIST 6 SYSTEM 1	State
DWP	SEAPORT TRUST FUND	State	RM64	ROUT MAINT DIST 6 SYSTEM 4	State
DWS	WEIGH STATIONS - STATE 100%	State	ROS	OBSTACLE ELIMINATION/ROADSIDE	State
DX	MATERIALS & TESTING OVERHEAD	State	ROW Donate	Row Donate	Local



DZ	IN-HOUSE SUPPORT ADJUSTMENT	State	RRH	Rail Highway Crossing Hazard Devices	Federal
EB	EQUITY BONUS	State	RRO	RAIL-HWY CROSSING/OFF FED SYS	State
EBBP	EQUITY BONUS SUPPLEMENTING BDG	State	RRP	RAIL-HWY CROSSING/PROT DEVICES	State
EBNH	EBNH	Local	RRS	RAIL-HWY CROSSING/HAZARD ELIM	State
EBOH	EQUITY BONUS - OVERHEAD	State	RT	RURAL TRANSIT	State
EM09	EM09	Local	RU	NHSD ACT'95 URB REST SUBFUND	State
EMAC	EARMARKS AC/REGULAR	State	RWRF	R/W REVOLVING FUND	State
EQB	EQUITY BONUS	State	S	STATE SECONDARY (5TH/6TH CENT)	State
ER	100% FEDERAL EMERGENCY RELIEF	State	S112	S112	Local
ER01	HURRICANE FLOYD OFF-SYSTEM	State	S115	STP EARMARKS - 2004	State
ER02	SOUTH FLORIDA FLOODING	State	S117	STP EARMARKS - 2005	State
ER05	HURRICANES 2005	State	S125		State
ER06	HURRICANES 2006	State	S126	BELLEAIR CAUSEWAY BRIDGE REPL	State
ER07	2007 STORMS	State	S129	S129	Local
ER08	2008 STORMS	State	S7	STATE SECONDARY (7TH CENT)	State
ER41	FED EMERGENCY RELIEF (FL94-1)	State	S99A	TRANS TO SIB FROM NH,IM,BRT	State
ER51	E.R. FOR HEAVY RAINS & FLOODS	State	SA	STP, ANY AREA	Federal
ER52	FLOODING IN CHARLOTTE CO.	State	SABR	STP, BRIDGES	State
ER53	EMERGENCY REPAIR (HURR. ERIN)	State	SAFE	SECURE AIRPORTS FOR FL ECONOMY	State
ER61	OPAL - DISASTER - HURRICANE	State	SANH	STP, INTERSTATE	State
ER71	EMERGENCY RELIEF(TS JOSEPHINE)	State	SAP	SPECIAL APPROPRIATION PRIMARY	State
ER81	FEB. '98 STORM	State	SB	SCENIC BYWAYS	Federal
ER82	HURRICANE GEORGES	State	SBS	SEAT BELT SAFETY INCENT. GRANT	State
ER83	HURRICANE EARL	State	SCOP	SMALL COUNTY OUTREACH PROGRAM	State
ER84	FOREST FIRES OF 5/25/98	State	SCOR	CONCRETE CORROSION INHIBITORS	State
ER91	HURRICANE IRENE	State	SCRA	SMALL COUNTY RESURFACING	State
ERH	100% FED EMERGENCY- HURRICANE	State	SE	STP, ENHANCEMENT	Federal
F001	FEDERAL DISCRETIONARY - US19	State	SECT	SECT 5309	Local
F002	CORRIDORS/BORDERS - US19 - D07	State	SED	STATE ECONOMIC DEVELOPMENT	State
F003	I-75 DISCRETIONARY	State	Sewer	Sewer	Local
F004	CORRIDOR/BORDERS-BOCA RATON	State	SF1	STATE FUNDED 100%	State
F330		Federal	SFWM	SOUTHWEST FLA WATER MANAGEMENT	State
FAA	FEDERAL AVIATION ADMIN	Federal	SH	STP, HAZARD ELIMINATION	Federal
FBD	FERRYBOAT DISCRETIONARY	State	SIB1	STATE INFRASTRUCTURE BANK	State
FCO	PRIMARY/FIXED CAPITAL OUTLAY	State	SIB2	SIB - TRANSIT PROJECTS	State
FCO1	FIXED CAPITAL OUTLAY (061)FNDS	State	SIBA	ADD'L FEDERAL FUNDS FOR SIB	State
FCO3	FIXED CAPITAL OUTLAY (063)FNDS	State	SIBD	STATE FUNDED INFRASTRUCTURE	State
FCO8	FIXED CAPITAL OUTLAY (068)FNDS	State	SIBE	SIB FUNDS - EMERGENCY	State
FD	FEDERAL DEMO. PROJECT (ISTEA)	State	SIBG	SIB GROWTH MANAGEMENT	State
FD01	FDM-SARASOTA-US301 INTERCHANGE	State	SIBT	SIB FUNDS ON TPK	State
FD02	FDM-JAX-SEA/AIRPORT LINK W/295	State	SIF	STATE INFRASTRUCTURE FUNDS	State
FD03	FDM-BLOUNT ISLAND BRIDGE	State	SIS	STRATEGIC INTERMODAL SYSTEM	State
FD04	FDM-MOSQUITO CREEK BRIDGE	State	SL	STP, AREAS <= 200K	Federal
FD05	FDM-SR 71	State	SN	STP, MANDATORY NON-URBAN	Federal
FD06	FDM-SR 267	State	SOSG	100% FEDERALLY FUNDED SOS	State
FD07	FDM-JACKSON CO. HIGH CAP. DEMO	State	SOSR	SAFER OFF SYSTEM ROADS	State
FD08	FDM-CAUSEWAY TUNNEL (17TH ST)	State	SOSS	SAFETY=50% SOSR	State
FD09	FDM-US27 WIDENING (R/W)	State	SP	STP, RR PROTECTIVE DEVICES	Federal
FD10	FDM-HALLEDALE BRIDGE	State	SPAC	AC/REGULAR (SP)	State
FD11	FDM-US27 WIDENING (P.BEACH CO)	State	SPS	PAVEMENT STUDY/U.S.1 MARTIN CO	State
FD12	FDM-CAUSEWAY TUNNEL (17TH ST)	State	SPS2	TEST SITE(I-10 IN COLUMBIA CO)	State
FD13	FDM-17TH ST CAUSEWAY	State	SR	STP, RR Hazard Elimination	Federal
FD14	FDM-SR3	State	SR2E	SAFE ROUTES - EITHER	State
FD15	FDM-BREVARD CO. CANAL BRIDGE	State	SR2N	SAFE ROUTES NON-INFRASTRUCTURE	State
FD16	FDM-GUIDEWAY CONST & R/W-ORLND	State	SR2S	SR2S	Federal
FD17	FDM-SANFORD I-4 INTERCHANGE	State	SRAC	STP, RR HAZARD ELIM AC/REGULAR	State
FD18	FDM-PORT OF MIAMI DODGE ISL BR	State	SRS	SAFER ROAD DEMONSTRATION	State
FD19	FDM-CITY OF N. MIAMI BEACH	State	SRWC	SUMTER COUNTY RECREATION/WATER	State
FD20	FDM-CITY OF N. MIAMI	State	SS	STP, SAFETY	Federal
FD21	FDM-DODGE ISLAND TUNNEL	State	SSM	FED SUPPORT SERVICES/MINORITY	State
FD22	FDM-BISCAYNE BLVD.-MIAMI	State	STAAC	Surface Transportation Program Any Area	Federal
FD23	FDM-I-4 SAFETY & DRAINAGE	State	State	State	Local
FD24	FDM-TAMPA-US41 RR OVERPASS	State	STC	State Toll Credit	State

FD25	FDM-PENSACOLA-I65 TO I10 CONN.	State	STPAA	Surface Transportation Program Any Area (ALDOT)	Federal
FD26	FDM-DADE-ADVENTURA & SUNNY ISL	State	STPLL	Surface Transportation Program Lillian (ALDOT)	Federal
FD27	FDM-FLAMINGO - SMART CARS	State	SU	STP, URBAN AREAS > 200K	Federal
FD28	FDM-CITY OF NORTH MIAMI BEACH	State	SUR	SMALL URBAN & RURAL TRANSIT	State
FD29	FDM-DADE-ADVENTURA/SUNNY ISLES	State	SWMT	SOLID WASTE MGMT TRUST FUND	State
FD30	FDM-US27 WIDENING	State	Sys	System Projects	Local
FD31	FDM-BISCAYNE BLVD - MIAMI	State	T	100% FED AID TOPICS PGM FUNDS	State
FD32	FDM-17TH ST CAUSEWAY - FT LAUD	State	TC	TOPICS FED AID URBAN	State
FD33	FED-FULLER WARREN BRIDGE - JAX	State	TCD	TRAFFIC CONTROL DEMONSTRATION	State
FD34	FED-AIRPORT ACCESS ROAD - JAX	State	TCP	FUEL TAX COMPLIANCE PROJECT	State
FD35	FDM-SR7/US441 WIDENING	State	TCSP	TRANS, COMMUNITY & SYSTEM PRES	State
FD36	FDM-PORT OF P.BEACH INTERMODAL	State	TD		State
FD37	FDM-I4 GREENEWAY INTERCHANGE	State	TDD	TRANS DISADV - DISCRETIONARY	State
FDM	FEDERAL DEMONSTRATION PROJECT	State	TDDR	TDDR	Local
FDOT	FDOT	State	TDHC	TRANS DISADV - HEALTHCARE	State
FED		Local	TDTF	TRANS DISADV - TRUST FUND	State
FEDR	FEDERAL RESEARCH ACTIVITIES	State	TFRT	TOLL FACILITY REVOLVING TF	State
FEMA	FED EMERGENCY MGT AGENCY	State	TIF	TIF	Local
FF	PRIORITY PRIMARY	State	TIF2	TIFIA LOAN - RENTAL CAR FACILI	State
FFH	FEDERAL FOREST HIGHWAY	State	TIFI	TRANS INFRAST FIN & INNOV ACT	State
FFTF	FEDERAL FORFITURE TRUST FUND	State	TIMP	TIMP	Local
FGF	FLA GAME & FISH COMMISSION	State	TM01	SUNSHINE SKYWAY	State
FGWB	FIXED GUIDEWAY BOND PROJECTS	State	TM02	EVERGLADES PARKWAY	State
FHPP	FEDERAL HIGH PRIORITY PROJECTS	Federal	TM03	PINELLAS BAYWAY	State
FIND	FLA INLAND NAVIGATION DISTRICT	State	TM04	MIAMI-DADE EXPRESSWAY AUTH.	State
FKB	FLORIDA KEYS BRIDGES	State	TM05	TM05	Local
FLH	100% PUBLIC LAND HIGHWAYS	State	TM06	TAMPA-HILLSBOROUGH EXPR. AUTH.	State
FPFC	SEAPORT PROJ FINANCED BY FPFC	State	TM07	MID-BAY BRIDGE AUTHORITY	State
FRA	FEDERAL RAILROAD ADMINISTRATN	State	TM08	MAYPORT FERRY OPERATION	State
FRAD	FRA GRANT PAYBACK (LOAN)	State	TM09	NAVARRE BRIDGE	State
FRM4		Federal	TM10	SAWGRASS EXPRESSWAY	State
FRM6	HIGHWAY PRIORITY PROJECTS	State	TM11	TM11	Local
FSCM	FED STIMULUS, CMAQ	State	TMBC	GARCON POINT BRIDGE	State
FSDU	FED STIMULUS, FTA REIMB	State	TMBD	I-95 EXPRESS LANES	State
FSF1	FED STIMULUS, SIS S/W MANAGED	State	TMBF	I-595	State
FSF2	FED STIMULUS, FLEX DIST MANAGE	State	TO01	SUNSHINE SKYWAY	State
FSSA	FED STIMULUS, ANY AREA	State	TO02	EVERGLADES PARKWAY	State
FSSD	FED STIMULUS, DISCRETIONARY	State	TO03	PINELLAS BAYWAY	State
FSSE	FED STIMULUS, ENHANCEMENT	State	TO04	MIAMI-DADE EXPRESSWAY AUTH.	State
FSSL	FED STIMULUS, AREAS <= 200K	State	TO05	BEELINE EAST	State
FSSN	FED STIMULUS, NON-URBAN	State	TO06	TAMPA-HILLSBOROUGH EXPR. AUTH.	State
FSSU	FED STIMULUS,URBN AREAS > 200K	State	TO07	MID-BAY BRIDGE AUTHORITY	State
FTA	FEDERAL TRANSIT ADMINISTRATION	Federal	TO08	MAYPORT FERRY OPERATION	State
FTA3		Federal	TO09	NAVARRE BRIDGE	State
FTA9		Federal	TO10	SAWGRASS EXPRESSWAY	State
FTAC	FUEL TAX ANTICIPATION CERT	State	TO11	ORLANDO-ORANGE CO. EXPR. SYST.	State
FTAD	FTA FUNDS COMM. BY TD COMM.	State	TOBC	GARCON POINT BRIDGE	State
FTAT	FHWA TRANSFER TO FTA (NON-BUD)	Federal	TOBD	I-95 EXPRESS LANES	State
GAS	GAS	Local	TOBF	I-595	State
GCIF	General Capital Improvement Fund	Local	TOL0	TOLL MAINTENANCE	State
Gen	General Funds	Local	TOL1	TOLL MAINTENANCE	State
GF	Grants - Federal	Federal	TOL2	TOLL MAINTENANCE	State
GMR	GMR	Local	TOL3	TOLL MAINTENANCE	State
GR	GENERAL REVENUE	State	TOL4	TOLL MAINTENANCE	State
GR08	GEN REV PROJECTS FOR 2008 GAA	State	TOL5	TOLL MAINTENANCE	State
GR1	PTO GEN REV/CERTIFIED FWD	State	TOL6	TOLL MAINTENANCE	State
GRBP	GEN REV LOAN FLA KEYS BRIDGES	State	TOP	TRANSPORTATION OUTREACH PGM	State
GRSC	GROWTH MANAGEMENT FOR SCOP	State	TRC		Local
GS	Grants - State	State	TRC*		Local
HARR	HURRICANE ANDREW RECOV/REBUILD	State	TRIP	TRIP	Local
HCAA	HCAA	Local	TSIN	SAFETY FOR NON-CONSTRUCTION	State

HHS	HIGH HAZARD LOCATIONS	State	TSIR	SAFETY FOR RESEARCH SUPPORT	State
HP	FEDERAL HIGHWAY PLANNING	State	TSM	TRANSPORT SYSTEMS MANAGEMENT	State
HPAC	HP (AC/REGULAR)	State	UM	UNASSIGNED MINIMUM ALLOCATION	State
HPP	HPP	Local	UMBR	MINIMUM ALLOCATION FOR BR FUND	State
HPR	FED HIGHWAY PLANNING RESEARCH	State	UMCP	MINIMUM ALLOCATION FOR CP FUND	State
HPRD	ST. HIGHWAY PLANNING RESEARCH	State	UMHR	MINIMUM ALLOCATION FOR HRE FND	State
HR	FEDERAL HIGHWAY RESEARCH	State	UMI	MINIMUM ALLOCATION FOR I FUNDS	State
HRE	HIGH HAZARD OBSTACLE REMOVAL	State	UMIR	MINIMUM ALLOCATION FOR IR FUND	State
HRRR	HRRR	Local	UMM	MINIMUM ALLOCATION FOR M FUNDS	State
HSP	HSP	Local	UMRB	MINIMUM ALLOCATION FOR RB FUND	State
HSR	HIGH SPEED RAIL CORR SEC.1010	State	UMTA	URBAN MASS TRANSIT ADMIN	State
HUD	Housing and Urban Development	Local	USFW	U S FISH AND WILDLIFE SERVICE	State
I	FED INTERSTATE/STATE PRIMARY	State	USHS	US DEPT OF HOMELAND SECURITY	State
IBRC	INNOVATIVE BRIDGE RES & CONST	State	UT	Utility Tax	Local
ID	INTERSTATE/DISCRETIONARY	State	VPPP	VALUE PRICING PILOT PROGRAM	State
IFLA	I FLORIDA	State	VSS	VSS	Local
IFT	IFT	Local	XA	ANY AREA	Federal
IFZ1		Local	XBR	ROLLUP FED. BRIDGE (BRT+MABR)	State
IFZ2		Local	XIM	ROLLUP (IM + MAIM)	State
IFZ3		Local	XL	AREAS <= 200K POPULATION	Federal
IFZ4		Local	XNH	ROLLUP (NH + MANH)	State
IG	INTERSTATE/GAP	State	XU	AREAS > 200K POPULATION	Federal
IM	INTERSTATE MAINTENANCE	Federal	XU/FTA		Federal
IMAC	IMAC	Local	XYZ1	FUND/AGENCY BALANCING TEST	State
IMD	INTERSTATE MAINTENANCE DISCRET	State	ZFNP	FLORIDA NATIVE PLANTS	State
IMPACT	Road Impact Fee Funding	Local			
INS	INSURANCE	State			
INST	INSURANCE - TURNPIKE RESERVE	State			
IPG	INTERMODAL PLANNING GRANT	State			
IR	INTERSTATE REHABILITATION	State			
IRD	INTERSTATE 4R DISCRETIONARY	State			
IRR	INDIAN RESERVATION ROADS	State			
IST	Infrastructure Sales Tax	Local			
IVH	INTELLIGENT VEHICLE HIWAY SYST	Federal			
JTA	JAX TRANSIT AUTHTY NON-PASSTHR	State			
L	FEDERAL LANDSCAPING/SCENIC	State			
LAP		Local			
Legacy	Legacy	Local			
LF	LOCAL FUNDS	Local			
LF/FED		Local			
LF1	LOCAL FUNDS/MASSTRAN-AVIATION	State			
LF2	LOCAL FUNDS/MASSTRAN-SURFACE	State			
LFBN	LOCAL TO RESERVE BNDS BUDGET	State			
LFD	"LF" FOR STTF UTILITY WORK	State			
LFF	LOCAL FUND - FOR MATCHING F/A	Local			
LFI	LOCAL FUNDS INTEREST EARNED	State			
LFNE	LOCAL FUNDS NOT IN ESCROW	State			
LFP	LFP	Local			
LFR	LOCAL FUNDS/REIMBURSIBLE	Local			
LFRF	LFRF	Local			
LOGT		Local			
LOST	Local Option Sales Tax	Local			

## **Appendix D**

### **Status Report for On-going Projects**

Florida- Alabama Transportation Planning Organization  
Status Report for Ongoing Projects

	FDOT Project #	Project Description	Limits	Total Remaining Project Cost (2010 \$)	PD&E	Design	ROW	CST	Comments
1	218605-2	9 Mile SR 10 (US 90A)	SR 297 Pine Forest to SR 95 (US 29)	\$13,778,350	Update Underway (Escambia County Funded)	Underway (Funded in FY09 in FY 09-13 TIP with State / Federal Funds)		LRTP CFP in FY 16-20 with State / Federal Funds	Escambia County is currently doing a PD&E Update. Design was funded as a separate project phase in FY 2009; this appeared in the FY 09-13 TIP.
2	421012-1	SR 173 Blue Angel Parkway	SR 292 Sorrento Rod to SR 30 (US 98)	\$31,422,595	Underway (TRIP Funded in FY 07-11 TIP)	Underway (TRIP Funded in FY 07 in FY 07-11 TIP)	LRTP CFP in FY 10-15 with \$15,000,000 in TIF Funds and in FY 16-20 with \$1,367,080 in State/ Federal Funds	LRTP CFP in FY 16-20 with \$36,000,000 in TIF Funds	Carry-over table added to LRTP Cost Feasible Plan to illustrate when PD&E and Design were funded.
3	421011-2	SR 292 Sorrento Road	Innerarity Point Rd to SR 173 Blue Angel Pkwy.	\$70,003,134	Underway (TRIP Funded in FY 06 in FY 06-10 TIP)	Underway (TRIP Funded in FY 08 in FY 08-12 TIP)	LRTP CFP in FY 10-15 in FY 10-15 with \$20,000,000 in TIF Funds and in FY 16-20 with \$1,367,080 in State/ Federal Funds	LRTP CFP in FY 21-25 with \$40,300,000 in TIF Funds	Carry-over table added to LRTP Cost Feasible Plan to illustrate when PD&E and Design were funded.
4	421014-1	Pinestead- Longleaf Connector	SR 297 Pine Forest to SR 95 (US 29)	\$26,529,174	Underway (TRIP Funded in FY 06 in FY 06-10 TIP)	Underway (TRIP Funded in FY 08 in FY 08-12 TIP)	LRTP CFP in FY 10-15 with \$8,000,000 in LOST Funds	\$8,200,000 in LOST Funds and in FY 21-25 with \$8,136,095 in State / Federal Funds	
5	218429-1 / 218404-1	Burgess Road (Realign and widen)	From SR 95 (US 29) to I-110 Overpass (Creighton Rd)	\$26,381,898	Update Underway (Escambia County Funded)	Funded in FY 12 in FY 12-16 TIP (State / Federal Funds)	Funded in FY 13/14 in the FY 14-18 TIP	LRTP CFP in FY 21-25 & 26-30 with State / Federal Funds	
6	416748-1	SR 87	Whiting Field to Alabama State Line	\$73,905,117	Underway (Funded with State / Federal Funds in FY 09 in 09-13 TIP)	LRTP CFP for FY 31-35 *only segment from Whiting Field to TPO boundary* (State / Federal Funds)			Project #4167482, SR 87 from the end of Clear Creek Bridge to South Coldwater Creek, is now in the FDOT Work Program with \$1,000 for Design in FY 11/12 and \$3,345,645 for Design in FY 12/13. The TIP Amendment will be presented to the TPO for approval in March.
7	222476-1	I-10 & SR 95 (US 29)	Interchange	\$76,996,000	Re-eval Underway (funded with State / Federal funds in FY 07 in FY 07-11 TIP)	LRTP CFP for FY 2021-2025 State and Federal Fuinds	LRTP CFP for FY 2031-2035 state and Federal Funds	LRTP CFP for FY 2031-2035 state and Federal Funds	
8		Langley / Tippen / 9th Ave.	Major intersection improvement	\$28,070,339	Underway (county funded)	LRTP CFP for FY 16-20 (State / Federal Funds)	LRTP CFP in FY 31-35 with State / Federal Funds		
9	421011-1	SR 292 Perdido Key Drive	Alabama State Line to Innerarity Point Rd.	\$53,490,767	Underway (TRIP Funded in FY 09 in FY 09-13 TIP)	Funded in FY 19/20 FY 16-20 TIP	LRTP CFP with Local Funds and \$2,000,000 in state and Federal Funds	LRTP CFP with Local Funds	The TPO passed Resolution 15-15 on April 8, 2015 which supports the progression of this PD&E Study for Roadway Design Improvements to determine the formal purpose and necessary improvements that will serve to enhance the community with an attractive streetscape, multi-modal transportation and pedestrian access. Improvement will likely change during development of the 2040 Long Range Transportation Plan.

Florida- Alabama Transportation Planning Organization  
Status Report for Ongoing Projects

	FDOT Project #	Project Description	Limits	Total Remaining Project Cost (2010 \$)	PD&E	Design	ROW	CST	Comments
10	416748-3	SR 87 N/SR 87 S Connector New Alignment	Area defined by 3 points: 1). North of Clear Creek Bridge, 2). Intersection of US 90 and Glover Lane, 3). Intersection of US 90 and SR 87S	\$178,916,247	Underway (Funded with State / Federal funds in FY 10 in FY 09-13 and 10-14 TIPs)	LRTP CFP in FY 16-20 with State / Federal funds	Funding for ROW is outside of current 2035 LRTP	Funding for Construction is outside of current 2035 LRTP	Project is currenty Priority 19 in Non-SIS Project Priorities. It is estimated that ROW may begin in 2041-2050 and Construction may begin in 2046-2055. Funds are antcipated to be Federal/State funds.
11		I-10 & Beulah Rd. Interchange		\$98,729,840	Underway with Local Funds	LRTP CFP in FY 16-20 with LOST Funds			Feasibility study concluding. This was funded with a Federal earmark and Escambia County local funds. PD&E and IJR to begin with Escambia County funds.
12		Escambia / Santa Rosa Beltway							This project is in the planning phase & is a project in the NWFCA Master Plan. The 2035 LRTP shows it as a need outside 2035.
13	220403-1	SR 87	SR 30 (US 98) to SR 10 (US 90)		Yes (2000)				Phase 62 currently open. All segments except through Eglin AFB are under construction or completed.
14	220436-1	Hwy 90 & Avalon Blvd/Stewart Street			Yes (1996)	Plans complete 2004	Fundinnng for ROW in 2021-25	Funding for Construction in 2031-35	Design done under 22-412-2. ROW in 2035 CFP in the 2021-2025 time period. Design will need update before construction.
15	220440-1	SR 30 (US 98)	Bayshore Rd to Portside Dr.		Yes (2002)	FY 08,09, and 10	Funding for ROW in FY 14/15, FY 15/16, and FY 16/17 in the FY 15-19 TIP	Funding for Construction is outside of current 2035 LRTP	Project is currently Priority 10 in Non-SIS Project Priorities. It is estimated that Construction may begin in 2036-2045. Funds are anticipated to Federal/State funds.
16		SR 727 Fairfield Drive	Lillian Highway to Mobile Highway (10A)		Yes (1999)				
17	416748-4	(US 90) SR 87 PD&E Study Expansion	US 90 Capacity Improvements from intersection of US90/Glover Lane to intersection of US 90/SR 87S	\$72,854,254	Underway (Funded with State / Federal funds in FY 14 in 10-14 TIP)	LRTP CFP in FY 21-25 and 31-35 with State / Federal funds	Funding for ROW is outside of current 2035 LRTP	Funding for Construction is outside of current 2035 LRTP	Project is currenty Priority 13 in Non-SIS Project Priorities. It is estimated that ROW may begin in 2036-2045 and Construction may begin in 2041-2050. Funds are anticipated to be Federal/State funds.
18	2186057	9 Mile SR 10 (US 90A)	SR 8 (I-10) to SR 297 (Pine Forest Road)		PD&E Re-evaluation Underway	Funding for Design is outside of current 2035 LRTP	Funding for ROW is outside of current 2035 LRTP	Funding for Construction is outisde of current 2035 LRTP	
19	2186055	9 Mile SR 10 (US 90A)	SR 10A (US 90) to CR 99 (Beulah Road)		PD&E Re-evaluation Underway	Funding for Design is outside of current 2035 LRTP	Funding for ROW is outside of current 2035 LRTP	Funding for Construction is outside of current 2035 LRTP	
20		US 29 Connector	US 90 to US 29		PD&E funded with local funds	Design funded with local funds	Funding for ROW is outside of current 2035 LRTP	Funding for Construction is outside of current 2035 LRTP	

## **Appendix E**

### **Federally Obligated Projects for Fiscal Year 2014**

**Florida DOT federally authorized projects in FY 2014.**



PAGE	1	FLORIDA DEPARTMENT OF TRANSPORTATION	DATE RUN: 10/01/2014
FLORIDA-ALABAMA TPO		OFFICE OF WORK PROGRAM	TIME RUN: 07.23.56
		ANNUAL OBLIGATIONS REPORT	MBROBLTP
		=====	
		HIGHWAYS	
		=====	
ITEM NUMBER:218603 1	PROJECT DESCRIPTION:SR 95 (US 29) FROM SR 8 (I-10) TO N OF SR 10 (US 90A) 9 MILE ROAD		*SIS*
DISTRICT:03	COUNTY:ESCAMBIA		TYPE OF WORK:ADD LANES & RECONSTRUCT
ROADWAY ID:48040000	PROJECT LENGTH: 2.584MI		LANES EXIST/IMPROVED/ADDED: 4/ 4/ 2
FUND		2014	
CODE			
PHASE: RIGHT OF WAY / RESPONSIBLE AGENCY: MANAGED BY FDOT			
ACNP		1,092,036	
NHPP		1,973,584	
TOTAL 218603 1		3,065,620	
TOTAL 218603 1		3,065,620	
ITEM NUMBER:222476 1	PROJECT DESCRIPTION:SR 8 (I-10) @ SR 95 (US 29) INTERCHANGE		*SIS*
DISTRICT:03	COUNTY:ESCAMBIA		TYPE OF WORK:PRELIM ENG FOR FUTURE CAPACITY
ROADWAY ID:48260000	PROJECT LENGTH: .495MI		LANES EXIST/IMPROVED/ADDED: 4/ 0/ 2
FUND		2014	
CODE			
PHASE: PRELIMINARY ENGINEERING / RESPONSIBLE AGENCY: MANAGED BY FDOT			
NHPP		0	
TOTAL 222476 1		0	
TOTAL 222476 1		0	
ITEM NUMBER:222476 2	PROJECT DESCRIPTION:SR 8 (I-10) @ SR 95 (US 29) PH I IMPROVEMENTS		*SIS*
DISTRICT:03	COUNTY:ESCAMBIA		TYPE OF WORK:INTERCHANGE - ADD LANES
ROADWAY ID:48260000	PROJECT LENGTH: 2.936MI		LANES EXIST/IMPROVED/ADDED: 2/ 2/ 0
FUND		2014	
CODE			
PHASE: PRELIMINARY ENGINEERING / RESPONSIBLE AGENCY: MANAGED BY FDOT			
ACCM		123,709	
CM		743,282	
TOTAL 222476 2		866,991	
TOTAL 222476 2		866,991	
ITEM NUMBER:222477 1	PROJECT DESCRIPTION:SR 8 (I-10) FROM SR 291 DAVIS HIGHWAY TO SR 10A (US 90) SCENIC		*SIS*
DISTRICT:03	COUNTY:ESCAMBIA		TYPE OF WORK:ADD LANES & RECONSTRUCT
ROADWAY ID:48260000	PROJECT LENGTH: 2.740MI		LANES EXIST/IMPROVED/ADDED: 6/ 6/ 2
FUND		2014	
CODE			
PHASE: CONSTRUCTION / RESPONSIBLE AGENCY: MANAGED BY FDOT			
NHPP		-450,298	
TOTAL 222477 1		-450,298	
TOTAL 222477 1		-450,298	

ITEM NUMBER:409334 1	PROJECT DESCRIPTION:SR 30 (US 98) PENSACOLA BAY BRIDGE BRIDGE NO. 480035	*NON-SIS*
DISTRICT:03	COUNTY:ESCAMBIA	TYPE OF WORK:BRIDGE REPLACEMENT
ROADWAY ID:48100000	PROJECT LENGTH: 4.170MI	LANES EXIST/IMPROVED/ADDED: 4/ 2/ 0
FUND CODE	2014	
PHASE: PRELIMINARY ENGINEERING / RESPONSIBLE AGENCY: MANAGED BY FDOT		
NHBR	815,543	
TOTAL 409334 1	815,543	
TOTAL 409334 1	815,543	

ITEM NUMBER:409792 7	PROJECT DESCRIPTION:SR 292 GULF BCH HWY FROM MERRITT STREET TO SOUTH 3RD STREET	*NON-SIS*
DISTRICT:03	COUNTY:ESCAMBIA	TYPE OF WORK:ADD THRU LANE(S)
ROADWAY ID:48050000	PROJECT LENGTH: .425MI	LANES EXIST/IMPROVED/ADDED: 2/ 2/ 1
FUND CODE	2014	
PHASE: PRELIMINARY ENGINEERING / RESPONSIBLE AGENCY: MANAGED BY FDOT		
EB	82,898	
PHASE: RIGHT OF WAY / RESPONSIBLE AGENCY: MANAGED BY FDOT		
ACSU	369,738	
SU	-311,103	
TOTAL 409792 7	141,533	
TOTAL 409792 7	141,533	

ITEM NUMBER:409792 9	PROJECT DESCRIPTION:ESCAMBIA COUNTY PLANNING STUDIES UPDATES	*NON-SIS*
DISTRICT:03	COUNTY:ESCAMBIA	TYPE OF WORK:CORRIDOR/SUBAREA PLANNING
ROADWAY ID:48000000	PROJECT LENGTH: .100MI	LANES EXIST/IMPROVED/ADDED: 0/ 0/ 0
FUND CODE	2014	
PHASE: PRELIMINARY ENGINEERING / RESPONSIBLE AGENCY: RESPONSIBLE AGENCY NOT AVAILABLE		
SU	150,000	
TOTAL 409792 9	150,000	
TOTAL 409792 9	150,000	

ITEM NUMBER:412545 1	PROJECT DESCRIPTION:ESCAMBIA/SANTA ROSA COORD. TRAFFIC SIGNAL OPERATIONS	*NON-SIS*
DISTRICT:03	COUNTY:ESCAMBIA	TYPE OF WORK:TRAFFIC SIGNALS
ROADWAY ID:48040000	PROJECT LENGTH: 3.644MI	LANES EXIST/IMPROVED/ADDED: 6/ 0/ 0
FUND CODE	2014	
PHASE: CONSTRUCTION / RESPONSIBLE AGENCY: RESPONSIBLE AGENCY NOT AVAILABLE		
SU	0	
TOTAL 412545 1	0	
TOTAL 412545 1	0	

FLORIDA DEPARTMENT OF TRANSPORTATION  
OFFICE OF WORK PROGRAM  
ANNUAL OBLIGATIONS REPORT  
=====

DATE RUN: 10/01/2014

TIME RUN: 07.23.56

MBROBLTP

**HIGHWAYS**  
=====

ITEM NUMBER:412545 2  
DISTRICT:03  
ROADWAY ID:

PROJECT DESCRIPTION:ESCAMBIA/SANTA ROSA COORD. TRAFFIC SIGNAL OPERATIONS  
COUNTY:ESCAMBIA  
PROJECT LENGTH: .000

\*NON-SIS\*  
TYPE OF WORK:TRAFFIC SIGNALS  
LANES EXIST/IMPROVED/ADDED: 0/ 0/ 0

FUND CODE	2014
PHASE: GRANTS AND MISCELLANEOUS / RESPONSIBLE AGENCY: RESPONSIBLE AGENCY NOT AVAILABLE	
ACCM	234,050
SU	365,950
<b>TOTAL 412545 2</b>	<b>600,000</b>
<b>TOTAL 412545 2</b>	<b>600,000</b>

ITEM NUMBER:416940 1  
DISTRICT:03  
ROADWAY ID:48010000

PROJECT DESCRIPTION:SR 10 (US 90A) 9 MI FROM W OF PINE CONE DRIVE TO ESCAMBIA RIVER BRIDGE  
COUNTY:ESCAMBIA  
PROJECT LENGTH: 8.466MI

\*NON-SIS\*  
TYPE OF WORK:RESURFACING  
LANES EXIST/IMPROVED/ADDED: 3/ 3/ 0

FUND CODE	2014
PHASE: CONSTRUCTION / RESPONSIBLE AGENCY: MANAGED BY FDOT	
ACCM	21,186
CM	-2,690
EB	116,765
SA	351,052
<b>TOTAL 416940 1</b>	<b>486,313</b>
<b>TOTAL 416940 1</b>	<b>486,313</b>

ITEM NUMBER:421311 1  
DISTRICT:03  
ROADWAY ID:48000028

PROJECT DESCRIPTION:BELLVIEW AVENUE OVER TURNERS CREEK BRIDGE NO. 484073  
COUNTY:ESCAMBIA  
PROJECT LENGTH: .125MI

\*NON-SIS\*  
TYPE OF WORK:BRIDGE REPLACEMENT  
LANES EXIST/IMPROVED/ADDED: 2/ 2/ 0

FUND CODE	2014
PHASE: CONSTRUCTION / RESPONSIBLE AGENCY: MANAGED BY FDOT	
BRTZ	1,819
<b>TOTAL 421311 1</b>	<b>1,819</b>
<b>TOTAL 421311 1</b>	<b>1,819</b>

ITEM NUMBER:422895 1  
DISTRICT:03  
ROADWAY ID:48000128

PROJECT DESCRIPTION:BAUER ROAD OVER UNNAMED BRANCH BRIDGE NO. 484078  
COUNTY:ESCAMBIA  
PROJECT LENGTH: .174MI

\*NON-SIS\*  
TYPE OF WORK:BRIDGE REPLACEMENT  
LANES EXIST/IMPROVED/ADDED: 2/ 0/ 0

FUND CODE	2014
PHASE: CONSTRUCTION / RESPONSIBLE AGENCY: MANAGED BY FDOT	
ACSB	301,513
SABR	8,105
<b>TOTAL 422895 1</b>	<b>309,618</b>
<b>TOTAL 422895 1</b>	<b>309,618</b>

PAGE	4	FLORIDA DEPARTMENT OF TRANSPORTATION OFFICE OF WORK PROGRAM ANNUAL OBLIGATIONS REPORT =====	DATE RUN: 10/01/2014 TIME RUN: 07.23.56 MBROBLTP
FLORIDA-ALABAMA TPO		<b>HIGHWAYS</b> =====	
ITEM NUMBER:422897 1 DISTRICT:03 ROADWAY ID:48501000	PROJECT DESCRIPTION:BRICKYARD ROAD OVER UNNAMED BRANCH BRIDGE NO. 484053 COUNTY:ESCAMBIA PROJECT LENGTH: .138MI		*NON-SIS* TYPE OF WORK:BRIDGE REPLACEMENT LANES EXIST/IMPROVED/ADDED: 2/ 2/ 0
FUND CODE		2014	
PHASE: PRELIMINARY ENGINEERING / RESPONSIBLE AGENCY: MANAGED BY FDOT BRTZ		13,212	
PHASE: CONSTRUCTION / RESPONSIBLE AGENCY: MANAGED BY FDOT EBBP		881,011	
TOTAL 422897 1		894,223	
TOTAL 422897 1		894,223	
ITEM NUMBER:422900 1 DISTRICT:03 ROADWAY ID:48503000	PROJECT DESCRIPTION:CR 97A OVER W FORK OF BOGGY CK BRIDGE NO. 480106 COUNTY:ESCAMBIA PROJECT LENGTH: .123MI		*NON-SIS* TYPE OF WORK:BRIDGE REPLACEMENT LANES EXIST/IMPROVED/ADDED: 2/ 0/ 0
FUND CODE		2014	
PHASE: CONSTRUCTION / RESPONSIBLE AGENCY: MANAGED BY FDOT BRTZ		90,032	
TOTAL 422900 1		90,032	
TOTAL 422900 1		90,032	
ITEM NUMBER:424458 1 DISTRICT:03 ROADWAY ID:48000001	PROJECT DESCRIPTION:PINEVILLE ROAD BRUSHY CREEK BRIDGE BRIDGE NO. 484007 COUNTY:ESCAMBIA PROJECT LENGTH: .142MI		*NON-SIS* TYPE OF WORK:BRIDGE REPLACEMENT LANES EXIST/IMPROVED/ADDED: 2/ 2/ 0
FUND CODE		2014	
PHASE: CONSTRUCTION / RESPONSIBLE AGENCY: MANAGED BY FDOT BRTZ EBBP		192,909 1,116,300	
TOTAL 424458 1		1,309,209	
TOTAL 424458 1		1,309,209	
ITEM NUMBER:425519 1 DISTRICT:03 ROADWAY ID:48130000	PROJECT DESCRIPTION:SR 97 LITTLE PINE BARREN CREEK BRIDGE NO.480017 COUNTY:ESCAMBIA PROJECT LENGTH: .335MI		*NON-SIS* TYPE OF WORK:BRIDGE REPLACEMENT LANES EXIST/IMPROVED/ADDED: 2/ 2/ 0
FUND CODE		2014	
PHASE: PRELIMINARY ENGINEERING / RESPONSIBLE AGENCY: MANAGED BY FDOT BRT		42,341	
PHASE: RIGHT OF WAY / RESPONSIBLE AGENCY: MANAGED BY FDOT ACBR BRT		890 2,610	
PHASE: CONSTRUCTION / RESPONSIBLE AGENCY: MANAGED BY FDOT ACSB		0	
TOTAL 425519 1		45,841	
TOTAL 425519 1		45,841	

HIGHWAYS  
=====

ITEM NUMBER:425519 2  
DISTRICT:03  
ROADWAY ID:48130000

PROJECT DESCRIPTION:SR 97 OVER SANDY HOLLOW CREEK BRIDGE NO. 480018  
COUNTY:ESCAMBIA  
PROJECT LENGTH: .008MI

TYPE OF WORK:BRIDGE REPLACEMENT  
LANES EXIST/IMPROVED/ADDED: 2/ 0/ 0

\*NON-SIS\*

FUND  
CODE

2014

PHASE: PRELIMINARY ENGINEERING / RESPONSIBLE AGENCY: MANAGED BY FDOT  
SABR

737,592

TOTAL 425519 2737,592

TOTAL 425519 2737,592

ITEM NUMBER:426233 1  
DISTRICT:03  
ROADWAY ID:48000133

PROJECT DESCRIPTION:BECK'S LAKE ROAD OVER UNNAMED BRANCH BRIDGE NO. 484036  
COUNTY:ESCAMBIA  
PROJECT LENGTH: .194MI

TYPE OF WORK:BRIDGE REPLACEMENT  
LANES EXIST/IMPROVED/ADDED: 2/ 2/ 0

\*NON-SIS\*

FUND  
CODE

2014

PHASE: CONSTRUCTION / RESPONSIBLE AGENCY: MANAGED BY FDOT  
EBBP

1,024,117

TOTAL 426233 11,024,117

TOTAL 426233 11,024,117

ITEM NUMBER:427509 2  
DISTRICT:03  
ROADWAY ID:48000000

PROJECT DESCRIPTION:HECKER STREET CROSSING NO. 339631S R/R CROSSING  
COUNTY:ESCAMBIA  
PROJECT LENGTH: .100MI

TYPE OF WORK:RAIL SAFETY PROJECT  
LANES EXIST/IMPROVED/ADDED: 0/ 0/ 0

\*NON-SIS\*

FUND  
CODE

2014

PHASE: RAILROAD AND UTILITIES / RESPONSIBLE AGENCY: MANAGED BY FDOT  
RHH

221,217

TOTAL 427509 2221,217

TOTAL 427509 2221,217

ITEM NUMBER:427509 3  
DISTRICT:03  
ROADWAY ID:48000132

PROJECT DESCRIPTION:MCKENZIE ROAD CROSSING NO. 339665L R/R CROSSING  
COUNTY:ESCAMBIA  
PROJECT LENGTH: .007MI

TYPE OF WORK:RAIL SAFETY PROJECT  
LANES EXIST/IMPROVED/ADDED: 2/ 0/ 0

\*NON-SIS\*

FUND  
CODE

2014

PHASE: RAILROAD AND UTILITIES / RESPONSIBLE AGENCY: MANAGED BY FDOT  
RHH

50,023

TOTAL 427509 350,023

TOTAL 427509 350,023

PAGE	6	FLORIDA DEPARTMENT OF TRANSPORTATION OFFICE OF WORK PROGRAM ANNUAL OBLIGATIONS REPORT =====	DATE RUN: 10/01/2014 TIME RUN: 07.23.56 MBROBLTP
FLORIDA-ALABAMA TPO		<b>HIGHWAYS</b> =====	
ITEM NUMBER:427509 4 DISTRICT:03 ROADWAY ID:48000092	PROJECT DESCRIPTION:WILLIAMS DITCH RD CROSSING NO. 339669N R/R CROSSING COUNTY:ESCAMBIA PROJECT LENGTH: .002MI		*NON-SIS* TYPE OF WORK:RAIL SAFETY PROJECT LANES EXIST/IMPROVED/ADDED: 2/ 0/ 0
FUND CODE		2014	
PHASE: RAILROAD AND UTILITIES / RESPONSIBLE AGENCY: MANAGED BY FDOT RHH		217,077	
TOTAL 427509 4		217,077	
TOTAL 427509 4		217,077	
ITEM NUMBER:427509 5 DISTRICT:03 ROADWAY ID:48620000	PROJECT DESCRIPTION:CR 749 CHEMSTRAND RD CROSSING NO. 339687L R/R CROSSING COUNTY:ESCAMBIA PROJECT LENGTH: .010MI		*NON-SIS* TYPE OF WORK:RAIL SAFETY PROJECT LANES EXIST/IMPROVED/ADDED: 2/ 0/ 0
FUND CODE		2014	
PHASE: RAILROAD AND UTILITIES / RESPONSIBLE AGENCY: MANAGED BY FDOT RHH		221,217	
TOTAL 427509 5		221,217	
TOTAL 427509 5		221,217	
ITEM NUMBER:427509 6 DISTRICT:03 ROADWAY ID:48000000	PROJECT DESCRIPTION:EAST ENSLEY RD CROSSING NO. 339697L R/R CROSSING COUNTY:ESCAMBIA PROJECT LENGTH: .010MI		*NON-SIS* TYPE OF WORK:RAIL SAFETY PROJECT LANES EXIST/IMPROVED/ADDED: 0/ 0/ 0
FUND CODE		2014	
PHASE: RAILROAD AND UTILITIES / RESPONSIBLE AGENCY: MANAGED BY FDOT RHH		195,066	
TOTAL 427509 6		195,066	
TOTAL 427509 6		195,066	
ITEM NUMBER:427509 7 DISTRICT:03 ROADWAY ID:48000000	PROJECT DESCRIPTION:OAKFIELD RD CROSSING NO. 339702K R/R CROSSING COUNTY:ESCAMBIA PROJECT LENGTH: .100MI		*NON-SIS* TYPE OF WORK:RAIL SAFETY PROJECT LANES EXIST/IMPROVED/ADDED: 0/ 0/ 0
FUND CODE		2014	
PHASE: RAILROAD AND UTILITIES / RESPONSIBLE AGENCY: MANAGED BY FDOT RHH		69,727	
TOTAL 427509 7		69,727	
TOTAL 427509 7		69,727	
ITEM NUMBER:427648 1 DISTRICT:03 ROADWAY ID:48012000	PROJECT DESCRIPTION:SR 296 BEVERLY PKWY @ CR 453 W STREET INTERSECTION COUNTY:ESCAMBIA PROJECT LENGTH: .085MI		*NON-SIS* TYPE OF WORK:ADD RIGHT TURN LANE(S) LANES EXIST/IMPROVED/ADDED: 4/ 0/ 0
FUND CODE		2014	
PHASE: CONSTRUCTION / RESPONSIBLE AGENCY: MANAGED BY FDOT ACCM		26,311	

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		=====	
		HIGHWAYS	
		=====	
	SU		304,149
TOTAL	427648 1		330,460
TOTAL	427648 1		330,460
<hr/>			
ITEM NUMBER:428119 1	PROJECT DESCRIPTION:CRABTREE CHURCH RD FROM SUNSHINE HILL ROAD TO SR 97		*NON-SIS*
DISTRICT:03	COUNTY:ESCAMBIA	TYPE OF WORK:PAVE SHOULDERS	
ROADWAY ID:48000089	PROJECT LENGTH: 2.503MI	LANES EXIST/IMPROVED/ADDED: 2/ 0/ 0	
	FUND		
	CODE	2014	
	-----	-----	
PHASE: CONSTRUCTION / RESPONSIBLE AGENCY: MANAGED BY ESCAMBIA COUNTY BOARD OF COUNTY			
TALT		967,706	
TALU		420,538	
PHASE: CONSTRUCTION / RESPONSIBLE AGENCY: RESPONSIBLE AGENCY NOT AVAILABLE			
TALT		500	
TOTAL	428119 1	1,388,744	
TOTAL	428119 1	1,388,744	
<hr/>			
ITEM NUMBER:428847 1	PROJECT DESCRIPTION:SR 742 CREIGHTON RD FROM E SR 291 DAVIS HWY TO SR 10A (US 90) SCENIC		*NON-SIS*
DISTRICT:03	COUNTY:ESCAMBIA	TYPE OF WORK:RESURFACING	
ROADWAY ID:48013000	PROJECT LENGTH: 4.252MI	LANES EXIST/IMPROVED/ADDED: 2/ 2/ 0	
	FUND		
	CODE	2014	
	-----	-----	
PHASE: PRELIMINARY ENGINEERING / RESPONSIBLE AGENCY: MANAGED BY FDOT			
ACSA		0	
TOTAL	428847 1	0	
TOTAL	428847 1	0	
<hr/>			
ITEM NUMBER:429520 1	PROJECT DESCRIPTION:SR 8 (I-10) FROM W OF SR 95 (US 29) TO CR 95A PALAFOX		*SIS*
DISTRICT:03	COUNTY:ESCAMBIA	TYPE OF WORK:RESURFACING	
ROADWAY ID:48260000	PROJECT LENGTH: 3.702MI	LANES EXIST/IMPROVED/ADDED: 5/ 5/ 0	
	FUND		
	CODE	2014	
	-----	-----	
PHASE: CONSTRUCTION / RESPONSIBLE AGENCY: MANAGED BY FDOT			
ACNP		71,537	
NHPP		19,766	
TOTAL	429520 1	91,303	
TOTAL	429520 1	91,303	
<hr/>			
ITEM NUMBER:430002 1	PROJECT DESCRIPTION:12TH AVENUE BAYOU TEXAR BRIDGE BRIDGE NO. 485005		*NON-SIS*
DISTRICT:03	COUNTY:ESCAMBIA	TYPE OF WORK:BRIDGE REPLACEMENT	
ROADWAY ID:48523000	PROJECT LENGTH: .020MI	LANES EXIST/IMPROVED/ADDED: 4/ 4/ 0	
	FUND		
	CODE	2014	
	-----	-----	
PHASE: PRELIMINARY ENGINEERING / RESPONSIBLE AGENCY: MANAGED BY FDOT			
ACSB		0	
PHASE: RIGHT OF WAY / RESPONSIBLE AGENCY: MANAGED BY FDOT			
ACSB		3,631	
TOTAL	430002 1	3,631	
TOTAL	430002 1	3,631	
<hr/>			

HIGHWAYS  
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ITEM NUMBER:430003 1	PROJECT DESCRIPTION:CR 292A SUNSET AVE BAYOU GRANDE BRIDGE BRIDGE NO. 480096	*NON-SIS*
DISTRICT:03	COUNTY:ESCAMBIA	TYPE OF WORK:BRIDGE REPLACEMENT
ROADWAY ID:48650000	PROJECT LENGTH: .248MI	LANES EXIST/IMPROVED/ADDED: 2/ 2/ 0
FUND CODE	2014	
PHASE: PRELIMINARY ENGINEERING / RESPONSIBLE AGENCY: MANAGED BY FDOT		
BRTZ	294,845	
TOTAL 430003 1	294,845	
TOTAL 430003 1	294,845	

ITEM NUMBER:430004 1	PROJECT DESCRIPTION:STEFANI ROAD OVER UNNAMED BRANCH BRIDGE NO. 480041	*NON-SIS*
DISTRICT:03	COUNTY:ESCAMBIA	TYPE OF WORK:BRIDGE REPLACEMENT
ROADWAY ID:48504000	PROJECT LENGTH: .129MI	LANES EXIST/IMPROVED/ADDED: 2/ 2/ 0
FUND CODE	2014	
PHASE: PRELIMINARY ENGINEERING / RESPONSIBLE AGENCY: MANAGED BY FDOT		
ACBR	-10,000	
BRT	10,000	
SABR	6,361	
PHASE: CONSTRUCTION / RESPONSIBLE AGENCY: MANAGED BY FDOT		
ACSB	0	
TOTAL 430004 1	6,361	
TOTAL 430004 1	6,361	

ITEM NUMBER:430465 1	PROJECT DESCRIPTION:CR 196 OVER JACKS BRANCH BRIDGE NO. 480088	*NON-SIS*
DISTRICT:03	COUNTY:ESCAMBIA	TYPE OF WORK:BRIDGE REPLACEMENT
ROADWAY ID:48643000	PROJECT LENGTH: .021MI	LANES EXIST/IMPROVED/ADDED: 2/ 2/ 0
FUND CODE	2014	
PHASE: PRELIMINARY ENGINEERING / RESPONSIBLE AGENCY: MANAGED BY FDOT		
BRTZ	662,611	
TOTAL 430465 1	662,611	
TOTAL 430465 1	662,611	

ITEM NUMBER:430469 1	PROJECT DESCRIPTION:CR 99A OVER BOGGY CREEK BRIDGE NO. 484030	*NON-SIS*
DISTRICT:03	COUNTY:ESCAMBIA	TYPE OF WORK:BRIDGE REPLACEMENT
ROADWAY ID:48000003	PROJECT LENGTH: .228MI	LANES EXIST/IMPROVED/ADDED: 2/ 2/ 0
FUND CODE	2014	
PHASE: PRELIMINARY ENGINEERING / RESPONSIBLE AGENCY: MANAGED BY FDOT		
BRTZ	2,540	
TOTAL 430469 1	2,540	
TOTAL 430469 1	2,540	



ITEM NUMBER:430470 1	PROJECT DESCRIPTION:SANDY HOLLOW ROAD OVER SANDY HOLLOW CREEK BRIDGE NO. 484051	*NON-SIS*
DISTRICT:03	COUNTY:ESCAMBIA	TYPE OF WORK:BRIDGE REPLACEMENT
ROADWAY ID:48000137	PROJECT LENGTH: .009MI	LANES EXIST/IMPROVED/ADDED: 2/ 2/ 0
FUND CODE	2014	
PHASE: PRELIMINARY ENGINEERING / RESPONSIBLE AGENCY: MANAGED BY FDOT		
BRTZ	3,069	
TOTAL 430470 1	3,069	
TOTAL 430470 1	3,069	

ITEM NUMBER:430785 1	PROJECT DESCRIPTION:SR 10A (US 90) MOBILE HWY FROM EDISON DRIVE TO LYNCH STREET	*NON-SIS*
DISTRICT:03	COUNTY:ESCAMBIA	TYPE OF WORK:RESURFACING
ROADWAY ID:48020000	PROJECT LENGTH: 1.601MI	LANES EXIST/IMPROVED/ADDED: 6/ 6/ 0
FUND CODE	2014	
PHASE: RIGHT OF WAY / RESPONSIBLE AGENCY: MANAGED BY FDOT		
HSP	0	
TOTAL 430785 1	0	
TOTAL 430785 1	0	

ITEM NUMBER:431785 1	PROJECT DESCRIPTION:CR 742 CREIGHTON RD @ SR 289 9TH AVENUE INTERSECTION	*NON-SIS*
DISTRICT:03	COUNTY:ESCAMBIA	TYPE OF WORK:ADD TURN LANE(S)
ROADWAY ID:48013000	PROJECT LENGTH: .189MI	LANES EXIST/IMPROVED/ADDED: 4/ 0/ 0
FUND CODE	2014	
PHASE: PRELIMINARY ENGINEERING / RESPONSIBLE AGENCY: MANAGED BY FDOT		
SU	9,057	
PHASE: RIGHT OF WAY / RESPONSIBLE AGENCY: MANAGED BY FDOT		
ACSU	25,000	
SU	150,000	
TOTAL 431785 1	184,057	
TOTAL 431785 1	184,057	

ITEM NUMBER:431786 1	PROJECT DESCRIPTION:SR 296 BAYOU BLVD @ 12TH AVENUE INTERSECTION	*NON-SIS*
DISTRICT:03	COUNTY:ESCAMBIA	TYPE OF WORK:ADD TURN LANE(S)
ROADWAY ID:48012000	PROJECT LENGTH: .273MI	LANES EXIST/IMPROVED/ADDED: 4/ 4/ 0
FUND CODE	2014	
PHASE: PRELIMINARY ENGINEERING / RESPONSIBLE AGENCY: MANAGED BY FDOT		
SU	4,029	
TOTAL 431786 1	4,029	
TOTAL 431786 1	4,029	

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ITEM NUMBER:431787 1 DISTRICT:03 ROADWAY ID:48004000	PROJECT DESCRIPTION:SR 727 FAIRFIELD DR @ N 65TH AVENUE INTERSECTION COUNTY:ESCAMBIA PROJECT LENGTH: .149MI	*NON-SIS* TYPE OF WORK:ADD RIGHT TURN LANE(S) LANES EXIST/IMPROVED/ADDED: 2/ 2/ 0
FUND CODE	2014	
PHASE: PRELIMINARY ENGINEERING / RESPONSIBLE AGENCY: MANAGED BY FDOT SU		0
TOTAL 431787 1		0
TOTAL 431787 1		0
ITEM NUMBER:432285 1 DISTRICT:03 ROADWAY ID:48507000	PROJECT DESCRIPTION:CR 168 OVER UNNAMED BRANCH BRIDGE NO. 480099 COUNTY:ESCAMBIA PROJECT LENGTH: .006MI	*NON-SIS* TYPE OF WORK:BRIDGE REPLACEMENT LANES EXIST/IMPROVED/ADDED: 2/ 2/ 0
FUND CODE	2014	
PHASE: PRELIMINARY ENGINEERING / RESPONSIBLE AGENCY: MANAGED BY FDOT ACSB SABR		0 0 0
TOTAL 432285 1		0
TOTAL 432285 1		0
ITEM NUMBER:432555 1 DISTRICT:03 ROADWAY ID:48140000	PROJECT DESCRIPTION:SR 4 FROM SR 95 (US 29) TO ESCAMBIA RIVER BRIDGE COUNTY:ESCAMBIA PROJECT LENGTH: 1.437MI	*NON-SIS* TYPE OF WORK:RESURFACING LANES EXIST/IMPROVED/ADDED: 2/ 2/ 0
FUND CODE	2014	
PHASE: PRELIMINARY ENGINEERING / RESPONSIBLE AGENCY: MANAGED BY FDOT ACSA CM		0 0 0
TOTAL 432555 1		0
TOTAL 432555 1		0
ITEM NUMBER:433672 1 DISTRICT:03 ROADWAY ID:48000000	PROJECT DESCRIPTION:EL CAMINO DRIVE R/R CROSSING CROSSING NO. 877547S COUNTY:ESCAMBIA PROJECT LENGTH: .100MI	*NON-SIS* TYPE OF WORK:RAIL SAFETY PROJECT LANES EXIST/IMPROVED/ADDED: 0/ 0/ 0
FUND CODE	2014	
PHASE: RAILROAD AND UTILITIES / RESPONSIBLE AGENCY: MANAGED BY FDOT RHH		259,526
TOTAL 433672 1		259,526
TOTAL 433672 1		259,526

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ITEM NUMBER:433672 2	PROJECT DESCRIPTION:ARCHER ROAD R/R CROSSING CROSSING NO. 339680N	*NON-SIS*
DISTRICT:03	COUNTY:ESCAMBIA	TYPE OF WORK:RAIL SAFETY PROJECT
ROADWAY ID:48000000	PROJECT LENGTH: .100MI	LANES EXIST/IMPROVED/ADDED: 0/ 0/ 0
FUND CODE	2014	
PHASE: RAILROAD AND UTILITIES / RESPONSIBLE AGENCY: MANAGED BY FDOT		
RHH	259,250	
TOTAL 433672 2	259,250	
TOTAL 433672 2	259,250	

ITEM NUMBER:433672 3	PROJECT DESCRIPTION:EAST POND STREET R/R CROSSING CROSSING NO. 339633F	*NON-SIS*
DISTRICT:03	COUNTY:ESCAMBIA	TYPE OF WORK:RAIL SAFETY PROJECT
ROADWAY ID:48000000	PROJECT LENGTH: .100MI	LANES EXIST/IMPROVED/ADDED: 0/ 0/ 0
FUND CODE	2014	
PHASE: RAILROAD AND UTILITIES / RESPONSIBLE AGENCY: MANAGED BY FDOT		
RHH	83,534	
TOTAL 433672 3	83,534	
TOTAL 433672 3	83,534	

ITEM NUMBER:433904 1	PROJECT DESCRIPTION:CR 182 OVER PENASULA CREEK BRIDGE NO. 480115	*NON-SIS*
DISTRICT:03	COUNTY:ESCAMBIA	TYPE OF WORK:BRIDGE REPLACEMENT
ROADWAY ID:48640000	PROJECT LENGTH: .007MI	LANES EXIST/IMPROVED/ADDED: 2/ 0/ 0
FUND CODE	2014	
PHASE: PRELIMINARY ENGINEERING / RESPONSIBLE AGENCY: MANAGED BY FDOT		
BRTZ	0	
TOTAL 433904 1	0	
TOTAL 433904 1	0	

ITEM NUMBER:433905 1	PROJECT DESCRIPTION:BRATT ROAD OVER CANOE CREEK BRIDGE NO. 484050	*NON-SIS*
DISTRICT:03	COUNTY:ESCAMBIA	TYPE OF WORK:BRIDGE REPLACEMENT
ROADWAY ID:48512000	PROJECT LENGTH: .023MI	LANES EXIST/IMPROVED/ADDED: 2/ 0/ 0
FUND CODE	2014	
PHASE: PRELIMINARY ENGINEERING / RESPONSIBLE AGENCY: MANAGED BY FDOT		
BRTZ	0	
TOTAL 433905 1	0	
TOTAL 433905 1	0	

ITEM NUMBER:435876 1	PROJECT DESCRIPTION:SR 10A (US 90) AT BAYVIEW WAY SPRING FLOOD APRIL 2014	*NON-SIS*
DISTRICT:03	COUNTY:ESCAMBIA	TYPE OF WORK:EMERGENCY OPERATIONS
ROADWAY ID:48020000	PROJECT LENGTH: .001MI	LANES EXIST/IMPROVED/ADDED: 2/ 0/ 0
FUND CODE	2014	
PHASE: CONSTRUCTION / RESPONSIBLE AGENCY: MANAGED BY FDOT		
ACER	0	

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PHASE: GRANTS AND MISCELLANEOUS / RESPONSIBLE AGENCY: MANAGED BY FDOT  
ACER  
**TOTAL 435876 1**  
**TOTAL 435876 1**

0  
0  
0

ITEM NUMBER:435877 1 PROJECT DESCRIPTION:SR 10A (US 90) MOBILE HWY AT 11 MILE CREEK SPRING FLOOD APRIL 2014  
DISTRICT:03 COUNTY:ESCAMBIA  
ROADWAY ID:48020000 PROJECT LENGTH: .020MI

\*NON-SIS\*  
TYPE OF WORK:EMERGENCY OPERATIONS  
LANES EXIST/IMPROVED/ADDED: 2/ 2/ 0

FUND  
CODE

2014

PHASE: CONSTRUCTION / RESPONSIBLE AGENCY: MANAGED BY FDOT  
ER14

3,800

PHASE: GRANTS AND MISCELLANEOUS / RESPONSIBLE AGENCY: MANAGED BY FDOT  
ER14

39,951

**TOTAL 435877 1**  
**TOTAL 435877 1**

**43,751**  
**43,751**

ITEM NUMBER:435878 1 PROJECT DESCRIPTION:SR 10 (US 90A) 9 MI AT E OF SR 10A SCENIC HWY SPRING FLOOD APRIL 2014  
DISTRICT:03 COUNTY:ESCAMBIA  
ROADWAY ID:48010000 PROJECT LENGTH: .010MI

\*NON-SIS\*  
TYPE OF WORK:EMERGENCY OPERATIONS  
LANES EXIST/IMPROVED/ADDED: 2/ 2/ 0

FUND  
CODE

2014

PHASE: CONSTRUCTION / RESPONSIBLE AGENCY: MANAGED BY FDOT  
ACER

0

PHASE: GRANTS AND MISCELLANEOUS / RESPONSIBLE AGENCY: MANAGED BY FDOT  
ACER

0

**TOTAL 435878 1**  
**TOTAL 435878 1**

**0**  
**0**

ITEM NUMBER:435879 1 PROJECT DESCRIPTION:SR 10A (US90) SCENIC HWY AT YARMOUTH PLACE SPRING FLOOD APRIL 2014  
DISTRICT:03 COUNTY:ESCAMBIA  
ROADWAY ID:48020000 PROJECT LENGTH: .020MI

\*NON-SIS\*  
TYPE OF WORK:EMERGENCY OPERATIONS  
LANES EXIST/IMPROVED/ADDED: 2/ 2/ 0

FUND  
CODE

2014

PHASE: CONSTRUCTION / RESPONSIBLE AGENCY: MANAGED BY FDOT  
ER14

2,721

PHASE: GRANTS AND MISCELLANEOUS / RESPONSIBLE AGENCY: MANAGED BY FDOT  
ER14

48,313

**TOTAL 435879 1**  
**TOTAL 435879 1**

**51,034**  
**51,034**

ITEM NUMBER:435880 1 PROJECT DESCRIPTION:SR 10A (US 90) SOUTH OF SUMMIT BLVD SPRING FLOOD APRIL 2014  
DISTRICT:03 COUNTY:ESCAMBIA  
ROADWAY ID:48020000 PROJECT LENGTH: .021MI

\*NON-SIS\*  
TYPE OF WORK:EMERGENCY OPERATIONS  
LANES EXIST/IMPROVED/ADDED: 1/ 1/ 0

FUND  
CODE

2014

PHASE: CONSTRUCTION / RESPONSIBLE AGENCY: MANAGED BY FDOT  
ACER

0

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PHASE: GRANTS AND MISCELLANEOUS / RESPONSIBLE AGENCY: MANAGED BY FDOT  
ACER 0  
**TOTAL 435880 1** 0  
**TOTAL 435880 1** 0

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ITEM NUMBER:435881 1 PROJECT DESCRIPTION:SR 10A (US 90) NEAR WIMBLEDON DRIVE SPRING FLOOD APRIL 2014  
DISTRICT:03 COUNTY:ESCAMBIA  
ROADWAY ID:48020000 PROJECT LENGTH: .020MI

\*NON-SIS\*  
TYPE OF WORK:EMERGENCY OPERATIONS  
LANES EXIST/IMPROVED/ADDED: 1/ 1/ 0

FUND  
CODE 2014

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PHASE: CONSTRUCTION / RESPONSIBLE AGENCY: MANAGED BY FDOT  
ER14 2,295

PHASE: GRANTS AND MISCELLANEOUS / RESPONSIBLE AGENCY: MANAGED BY FDOT  
ER14 18,151  
**TOTAL 435881 1** 20,446  
**TOTAL 435881 1** 20,446

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ITEM NUMBER:435882 1 PROJECT DESCRIPTION:SR 30 (US 98) LILLIAN HWY @ CR 297 DOG TRACK RD SPRING FLOOD APRIL '14  
DISTRICT:03 COUNTY:ESCAMBIA  
ROADWAY ID:48110000 PROJECT LENGTH: .020MI

\*NON-SIS\*  
TYPE OF WORK:EMERGENCY OPERATIONS  
LANES EXIST/IMPROVED/ADDED: 1/ 1/ 0

FUND  
CODE 2014

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PHASE: CONSTRUCTION / RESPONSIBLE AGENCY: MANAGED BY FDOT  
ER14 7,931

PHASE: GRANTS AND MISCELLANEOUS / RESPONSIBLE AGENCY: MANAGED BY FDOT  
ACER 0  
ER14 84,345  
**TOTAL 435882 1** 92,276  
**TOTAL 435882 1** 92,276

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ITEM NUMBER:435883 1 PROJECT DESCRIPTION:SR 30 (US 98) EAST OF TROUT ROAD SPRING FLOOD APRIL 2014  
DISTRICT:03 COUNTY:ESCAMBIA  
ROADWAY ID:48110000 PROJECT LENGTH: .001MI

\*NON-SIS\*  
TYPE OF WORK:EMERGENCY OPERATIONS  
LANES EXIST/IMPROVED/ADDED: 2/ 2/ 0

FUND  
CODE 2014

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PHASE: CONSTRUCTION / RESPONSIBLE AGENCY: MANAGED BY FDOT  
ER14 13,941

PHASE: GRANTS AND MISCELLANEOUS / RESPONSIBLE AGENCY: MANAGED BY FDOT  
ER14 138,557  
**TOTAL 435883 1** 152,498  
**TOTAL 435883 1** 152,498

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ITEM NUMBER:435884 1 PROJECT DESCRIPTION:SR 295 N NAVY BLVD @ SR 30 (US 98) SPRING FLOOD APRIL 2014  
DISTRICT:03 COUNTY:ESCAMBIA  
ROADWAY ID:48080000 PROJECT LENGTH: .020MI

\*NON-SIS\*  
TYPE OF WORK:EMERGENCY OPERATIONS  
LANES EXIST/IMPROVED/ADDED: 3/ 3/ 0

FUND  
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PHASE: CONSTRUCTION / RESPONSIBLE AGENCY: MANAGED BY FDOT  
ER14 9,315

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PHASE: GRANTS AND MISCELLANEOUS / RESPONSIBLE AGENCY: MANAGED BY FDOT	
ER14	138,637
<b>TOTAL 435884 1</b>	<b>147,952</b>
<b>TOTAL 435884 1</b>	<b>147,952</b>

ITEM NUMBER:435885 1	PROJECT DESCRIPTION:SR 297 PINE FOREST RD S OF SR 8 (I-10) SPRING FLOOD APRIL 2014	*NON-SIS*
DISTRICT:03	COUNTY:ESCAMBIA	
ROADWAY ID:48190000	PROJECT LENGTH: 3.226MI	TYPE OF WORK:EMERGENCY OPERATIONS
		LANES EXIST/IMPROVED/ADDED: 2/ 2/ 0

FUND CODE	2014
PHASE: CONSTRUCTION / RESPONSIBLE AGENCY: MANAGED BY FDOT	
ER14	9,493
PHASE: GRANTS AND MISCELLANEOUS / RESPONSIBLE AGENCY: MANAGED BY FDOT	
ER14	212,336
<b>TOTAL 435885 1</b>	<b>221,829</b>
<b>TOTAL 435885 1</b>	<b>221,829</b>

ITEM NUMBER:435886 1	PROJECT DESCRIPTION:SR 8 (I-10) AT SR 95 (US 29) PENSACOLA BLVD SPRING FLOOD APRIL 2014	*SIS*
DISTRICT:03	COUNTY:ESCAMBIA	
ROADWAY ID:48260000	PROJECT LENGTH: .200MI	TYPE OF WORK:EMERGENCY OPERATIONS
		LANES EXIST/IMPROVED/ADDED: 2/ 2/ 0

FUND CODE	2014
PHASE: CONSTRUCTION / RESPONSIBLE AGENCY: MANAGED BY FDOT	
ER14	13,298
PHASE: GRANTS AND MISCELLANEOUS / RESPONSIBLE AGENCY: MANAGED BY FDOT	
ACER	0
ER14	254,118
<b>TOTAL 435886 1</b>	<b>267,416</b>
<b>TOTAL 435886 1</b>	<b>267,416</b>

ITEM NUMBER:435887 1	PROJECT DESCRIPTION:SR 10 (US 90A) 9 MI ROAD AT E OF BEULAH ROAD SPRING FLOOD APRIL 2014	*NON-SIS*
DISTRICT:03	COUNTY:ESCAMBIA	
ROADWAY ID:48010000	PROJECT LENGTH: .010MI	TYPE OF WORK:EMERGENCY OPERATIONS
		LANES EXIST/IMPROVED/ADDED: 1/ 1/ 0

FUND CODE	2014
PHASE: CONSTRUCTION / RESPONSIBLE AGENCY: MANAGED BY FDOT	
ACER	0
PHASE: GRANTS AND MISCELLANEOUS / RESPONSIBLE AGENCY: MANAGED BY FDOT	
ACER	0
<b>TOTAL 435887 1</b>	<b>0</b>
<b>TOTAL 435887 1</b>	<b>0</b>

ITEM NUMBER:435898 1	PROJECT DESCRIPTION:SR 8A (I-110) NB AT N OF CARPENTERS CREEK SPRING FLOOD APRIL 2014	*SIS*
DISTRICT:03	COUNTY:ESCAMBIA	
ROADWAY ID:48270000	PROJECT LENGTH: .001MI	TYPE OF WORK:EMERGENCY OPERATIONS
		LANES EXIST/IMPROVED/ADDED: 3/ 3/ 0

FUND CODE	2014
PHASE: CONSTRUCTION / RESPONSIBLE AGENCY: MANAGED BY FDOT	
ACER	0

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=====PHASE: GRANTS AND MISCELLANEOUS / RESPONSIBLE AGENCY: MANAGED BY FDOT  
ACER

TOTAL 435898 1	0
TOTAL 435898 1	0

ITEM NUMBER:435901 1	PROJECT DESCRIPTION:TRAFFIC SIG TIMING DETOUR ROUTES VAR LOCATIONS SPRING FLOOD APRIL 2014	*NON-SIS*
DISTRICT:03	COUNTY:ESCAMBIA	TYPE OF WORK:EMERGENCY OPERATIONS
ROADWAY ID:48012000	PROJECT LENGTH: 25.685MI	LANES EXIST/IMPROVED/ADDED: 3/ 0/ 0

FUND  
CODE

2014

PHASE: PRELIMINARY ENGINEERING / RESPONSIBLE AGENCY: MANAGED BY FDOT  
ACER

TOTAL 435901 1	0
TOTAL 435901 1	0

ITEM NUMBER:435905 1	PROJECT DESCRIPTION:SR 10A (US 90) BETWEEN BROOKSHIRE DR & SCENIC CR SPRING FLOOD APRIL 14	*NON-SIS*
DISTRICT:03	COUNTY:ESCAMBIA	TYPE OF WORK:EMERGENCY OPERATIONS
ROADWAY ID:48020000	PROJECT LENGTH: .069MI	LANES EXIST/IMPROVED/ADDED: 2/ 2/ 0

FUND  
CODE

2014

PHASE: PRELIMINARY ENGINEERING / RESPONSIBLE AGENCY: MANAGED BY FDOT  
ACER

TOTAL 435905 1	0
TOTAL 435905 1	0

ITEM NUMBER:435906 1	PROJECT DESCRIPTION:SR 10 (US 90A) FROM S OF BAYWALK CIR TO S PELICAN LN SPRING FLOOD '14	*NON-SIS*
DISTRICT:03	COUNTY:ESCAMBIA	TYPE OF WORK:EMERGENCY OPERATIONS
ROADWAY ID:48020000	PROJECT LENGTH: .042MI	LANES EXIST/IMPROVED/ADDED: 1/ 1/ 0

FUND  
CODE

2014

PHASE: PRELIMINARY ENGINEERING / RESPONSIBLE AGENCY: MANAGED BY FDOT  
ACER

0

PHASE: CONSTRUCTION / RESPONSIBLE AGENCY: MANAGED BY FDOT  
ACER

0

PHASE: GRANTS AND MISCELLANEOUS / RESPONSIBLE AGENCY: MANAGED BY FDOT  
ACER

TOTAL 435906 1	0
TOTAL 435906 1	0

ITEM NUMBER:435913 1	PROJECT DESCRIPTION:SR 8A (I-110) NB AT SR 295 FAIRFIELD DR SPRING FLOOD APRIL 2014	*SIS*
DISTRICT:03	COUNTY:ESCAMBIA	TYPE OF WORK:EMERGENCY OPERATIONS
ROADWAY ID:48270000	PROJECT LENGTH: .330MI	LANES EXIST/IMPROVED/ADDED: 3/ 3/ 0

FUND  
CODE

2014

PHASE: CONSTRUCTION / RESPONSIBLE AGENCY: MANAGED BY FDOT  
ACER

0

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PHASE: GRANTS AND MISCELLANEOUS / RESPONSIBLE AGENCY: MANAGED BY FDOT  
ACER 0  
TOTAL 435913 1 0  
TOTAL 435913 1 0

ITEM NUMBER:435916 1 PROJECT DESCRIPTION:SR 289 9TH AVE NB AT CARPENTERS CREEK SPRING FLOOD APRIL 2014  
DISTRICT:03 COUNTY:ESCAMBIA  
ROADWAY ID:48003000 PROJECT LENGTH: .010MI

\*NON-SIS\*  
TYPE OF WORK:EMERGENCY OPERATIONS  
LANES EXIST/IMPROVED/ADDED: 2/ 2/ 0

FUND CODE 2014  
PHASE: CONSTRUCTION / RESPONSIBLE AGENCY: MANAGED BY FDOT  
ACER 0  
PHASE: GRANTS AND MISCELLANEOUS / RESPONSIBLE AGENCY: MANAGED BY FDOT  
ACER 0  
TOTAL 435916 1 0  
TOTAL 435916 1 0

ITEM NUMBER:435920 1 PROJECT DESCRIPTION:SR 8 (I-10) EB AT CR 95A OLD PALAFOX SPRING FLOOD APRIL 2014  
DISTRICT:03 COUNTY:ESCAMBIA  
ROADWAY ID:48260000 PROJECT LENGTH: .015MI

\*SIS\*  
TYPE OF WORK:EMERGENCY OPERATIONS  
LANES EXIST/IMPROVED/ADDED: 3/ 3/ 0

FUND CODE 2014  
PHASE: CONSTRUCTION / RESPONSIBLE AGENCY: MANAGED BY FDOT  
ACER 0  
PHASE: GRANTS AND MISCELLANEOUS / RESPONSIBLE AGENCY: MANAGED BY FDOT  
ACER 0  
TOTAL 435920 1 0  
TOTAL 435920 1 0

ITEM NUMBER:435921 1 PROJECT DESCRIPTION:SR 8 (I-10) WB AT CR 95A OLD PALAFOX SPRING FLOOD APRIL 2014  
DISTRICT:03 COUNTY:ESCAMBIA  
ROADWAY ID:48260000 PROJECT LENGTH: .015MI

\*SIS\*  
TYPE OF WORK:EMERGENCY OPERATIONS  
LANES EXIST/IMPROVED/ADDED: 3/ 3/ 0

FUND CODE 2014  
PHASE: CONSTRUCTION / RESPONSIBLE AGENCY: MANAGED BY FDOT  
ACER 0  
PHASE: GRANTS AND MISCELLANEOUS / RESPONSIBLE AGENCY: MANAGED BY FDOT  
ACER 0  
TOTAL 435921 1 0  
TOTAL 435921 1 0

ITEM NUMBER:435924 1 PROJECT DESCRIPTION:SR 10A (US 90) FROM BROOKSHIRE DR TO SCENIC HWY CIR SPRING FLOOD 4/14  
DISTRICT:03 COUNTY:ESCAMBIA  
ROADWAY ID:48020000 PROJECT LENGTH: .080MI

\*NON-SIS\*  
TYPE OF WORK:EMERGENCY OPERATIONS  
LANES EXIST/IMPROVED/ADDED: 2/ 2/ 0

FUND CODE 2014  
PHASE: CONSTRUCTION / RESPONSIBLE AGENCY: MANAGED BY FDOT  
ACER 0



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PHASE: GRANTS AND MISCELLANEOUS / RESPONSIBLE AGENCY: MANAGED BY FDOT  
ACER 0  
TOTAL 435924 1 0  
TOTAL 435924 1 0

ITEM NUMBER:435926 1 PROJECT DESCRIPTION:SR 8A (I-110) SB RAMP @ BRENT LANE SPRING FLOOD APRIL 2014  
DISTRICT:03 COUNTY:ESCAMBIA  
ROADWAY ID:48270000 PROJECT LENGTH: .130MI

\*SIS\*  
TYPE OF WORK:EMERGENCY OPERATIONS  
LANES EXIST/IMPROVED/ADDED: 3/ 3/ 0

FUND CODE 2014  
PHASE: CONSTRUCTION / RESPONSIBLE AGENCY: MANAGED BY FDOT  
ACER 0  
PHASE: GRANTS AND MISCELLANEOUS / RESPONSIBLE AGENCY: MANAGED BY FDOT  
ACER 0  
TOTAL 435926 1 0  
TOTAL 435926 1 0

ITEM NUMBER:435927 1 PROJECT DESCRIPTION:SR 8A (I-110) N OF AIRPORT BLVD SPRING FLOOD APRIL 2014  
DISTRICT:03 COUNTY:ESCAMBIA  
ROADWAY ID:48270000 PROJECT LENGTH: .010MI

\*SIS\*  
TYPE OF WORK:EMERGENCY OPERATIONS  
LANES EXIST/IMPROVED/ADDED: 3/ 3/ 0

FUND CODE 2014  
PHASE: CONSTRUCTION / RESPONSIBLE AGENCY: MANAGED BY FDOT  
ACER 0  
PHASE: GRANTS AND MISCELLANEOUS / RESPONSIBLE AGENCY: MANAGED BY FDOT  
ACER 0  
TOTAL 435927 1 0  
TOTAL 435927 1 0

ITEM NUMBER:435928 1 PROJECT DESCRIPTION:SR 295 W FAIRFIELD DR AT CSX R/R SPRING FLOOD APRIL 2014  
DISTRICT:03 COUNTY:ESCAMBIA  
ROADWAY ID:48004000 PROJECT LENGTH: .001MI

\*NON-SIS\*  
TYPE OF WORK:EMERGENCY OPERATIONS  
LANES EXIST/IMPROVED/ADDED: 2/ 2/ 0

FUND CODE 2014  
PHASE: CONSTRUCTION / RESPONSIBLE AGENCY: MANAGED BY FDOT  
ACER 0  
PHASE: GRANTS AND MISCELLANEOUS / RESPONSIBLE AGENCY: MANAGED BY FDOT  
ACER 0  
TOTAL 435928 1 0  
TOTAL 435928 1 0

ITEM NUMBER:435928 2 PROJECT DESCRIPTION:SR 295 W FAIRFIELD DR AT CSX R/R SPRING FLOOD APRIL 2014  
DISTRICT:03 COUNTY:ESCAMBIA  
ROADWAY ID:48004000 PROJECT LENGTH: .001MI

\*NON-SIS\*  
TYPE OF WORK:EMERGENCY OPERATIONS  
LANES EXIST/IMPROVED/ADDED: 2/ 0/ 0

FUND CODE 2014  
PHASE: CONSTRUCTION / RESPONSIBLE AGENCY: MANAGED BY FDOT  
ACER 0

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=====PHASE: GRANTS AND MISCELLANEOUS / RESPONSIBLE AGENCY: MANAGED BY FDOT  
ACER

TOTAL 435928 2	0
TOTAL 435928 2	0

ITEM NUMBER:435942 1 PROJECT DESCRIPTION:SR 8 (I-10) @ ALABAMA STATE LINE SPRING FLOOD APRIL 2014  
DISTRICT:03 COUNTY:ESCAMBIA  
ROADWAY ID:48260000 PROJECT LENGTH: .332MI\*SIS\*  
TYPE OF WORK:EMERGENCY OPERATIONS  
LANES EXIST/IMPROVED/ADDED: 2/ 2/ 0FUND  
CODE

2014

PHASE: CONSTRUCTION / RESPONSIBLE AGENCY: MANAGED BY FDOT  
ACER

0

PHASE: GRANTS AND MISCELLANEOUS / RESPONSIBLE AGENCY: MANAGED BY FDOT  
ACER

TOTAL 435942 1	0
TOTAL 435942 1	0

ITEM NUMBER:435943 1 PROJECT DESCRIPTION:SR 8 (I-10) @ NINE MILE ROAD SPRING FLOOD APRIL 2014  
DISTRICT:03 COUNTY:ESCAMBIA  
ROADWAY ID:48260000 PROJECT LENGTH: .495MI\*SIS\*  
TYPE OF WORK:EMERGENCY OPERATIONS  
LANES EXIST/IMPROVED/ADDED: 2/ 2/ 0FUND  
CODE

2014

PHASE: CONSTRUCTION / RESPONSIBLE AGENCY: MANAGED BY FDOT  
ACER

0

PHASE: GRANTS AND MISCELLANEOUS / RESPONSIBLE AGENCY: MANAGED BY FDOT  
ACER

TOTAL 435943 1	0
TOTAL 435943 1	0

ITEM NUMBER:435944 1 PROJECT DESCRIPTION:SR 10A (US 90) MOBILE HWY @ BOULDER AVE INTERSECTION FLOOD APRIL 2014  
DISTRICT:03 COUNTY:ESCAMBIA  
ROADWAY ID:48020000 PROJECT LENGTH: .020MI\*NON-SIS\*  
TYPE OF WORK:EMERGENCY OPERATIONS  
LANES EXIST/IMPROVED/ADDED: 2/ 2/ 0FUND  
CODE

2014

PHASE: CONSTRUCTION / RESPONSIBLE AGENCY: MANAGED BY FDOT  
ACER

0

PHASE: GRANTS AND MISCELLANEOUS / RESPONSIBLE AGENCY: MANAGED BY FDOT  
ACER

TOTAL 435944 1	0
TOTAL 435944 1	0

ITEM NUMBER:435945 1 PROJECT DESCRIPTION:SR 297 PINE FOREST ROAD @ TILLMAN LANE SPRING FLOOD APRIL 2014  
DISTRICT:03 COUNTY:ESCAMBIA  
ROADWAY ID:48190000 PROJECT LENGTH: .200MI\*NON-SIS\*  
TYPE OF WORK:EMERGENCY OPERATIONS  
LANES EXIST/IMPROVED/ADDED: 2/ 2/ 0FUND  
CODE

2014

PHASE: CONSTRUCTION / RESPONSIBLE AGENCY: MANAGED BY FDOT  
ACER

0

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PHASE: GRANTS AND MISCELLANEOUS / RESPONSIBLE AGENCY: MANAGED BY FDOT  
ACER 0  
TOTAL 435945 1 0  
TOTAL 435945 1 0

ITEM NUMBER:435948 1 PROJECT DESCRIPTION:SR 8A (I-110) SB @ EXIT 5 (AIRPORT/BRENT) SPRING FLOOD APRIL 2014 \*SIS\*  
DISTRICT:03 COUNTY:ESCAMBIA TYPE OF WORK:EMERGENCY OPERATIONS  
ROADWAY ID:48270000 PROJECT LENGTH: .200MI LANES EXIST/IMPROVED/ADDED: 3/ 3/ 0

FUND CODE 2014  
PHASE: CONSTRUCTION / RESPONSIBLE AGENCY: MANAGED BY FDOT  
ACER 0  
PHASE: GRANTS AND MISCELLANEOUS / RESPONSIBLE AGENCY: MANAGED BY FDOT  
ACER 0  
TOTAL 435948 1 0  
TOTAL 435948 1 0

ITEM NUMBER:435953 1 PROJECT DESCRIPTION:PENSACOLA TRAFFIC SIGNAL REPAIR-VARIOUS LOCATIONS SPRING FLOOD 2014 \*NON-SIS\*  
DISTRICT:03 COUNTY:ESCAMBIA TYPE OF WORK:EMERGENCY OPERATIONS  
ROADWAY ID:48000000 PROJECT LENGTH: .400MI LANES EXIST/IMPROVED/ADDED: 0/ 0/ 0

FUND CODE 2014  
PHASE: CONSTRUCTION / RESPONSIBLE AGENCY: MANAGED BY FDOT  
ACER 0  
PHASE: GRANTS AND MISCELLANEOUS / RESPONSIBLE AGENCY: RESPONSIBLE AGENCY NOT AVAILABLE  
ACER 0  
TOTAL 435953 1 0  
TOTAL 435953 1 0

ITEM NUMBER:435954 1 PROJECT DESCRIPTION:WEST MAIN STREET @ S DEVILLERS STREET SPRING FLOOD APRIL 2014 \*NON-SIS\*  
DISTRICT:03 COUNTY:ESCAMBIA TYPE OF WORK:EMERGENCY OPERATIONS  
ROADWAY ID:48000117 PROJECT LENGTH: .199MI LANES EXIST/IMPROVED/ADDED: 1/ 1/ 0

FUND CODE 2014  
PHASE: CONSTRUCTION / RESPONSIBLE AGENCY: MANAGED BY FDOT  
ACER 0  
PHASE: GRANTS AND MISCELLANEOUS / RESPONSIBLE AGENCY: RESPONSIBLE AGENCY NOT AVAILABLE  
ACER 0  
TOTAL 435954 1 0  
TOTAL 435954 1 0

ITEM NUMBER:435955 1 PROJECT DESCRIPTION:ESCAMBIA CO TRAFFIC SIGNAL REPAIRS-VARIOUS LOCATIONS SPRING FLOOD 14 \*NON-SIS\*  
DISTRICT:03 COUNTY:ESCAMBIA TYPE OF WORK:EMERGENCY OPERATIONS  
ROADWAY ID:48000000 PROJECT LENGTH: .400MI LANES EXIST/IMPROVED/ADDED: 0/ 0/ 0

FUND CODE 2014  
PHASE: CONSTRUCTION / RESPONSIBLE AGENCY: MANAGED BY FDOT  
ACER 0

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PHASE: GRANTS AND MISCELLANEOUS / RESPONSIBLE AGENCY: RESPONSIBLE AGENCY NOT AVAILABLE  
ACER 0  
TOTAL 435955 1 0  
TOTAL 435955 1 0

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ITEM NUMBER:436018 1 PROJECT DESCRIPTION:SR 8A (I-110) NB AT BRENT OVERPASS SPRING FLOOD APRIL 2014  
DISTRICT:03 COUNTY:ESCAMBIA  
ROADWAY ID:48270000 PROJECT LENGTH: .010MI

\*SIS\*  
TYPE OF WORK:EMERGENCY OPERATIONS  
LANES EXIST/IMPROVED/ADDED: 3/ 3/ 0

FUND  
CODE 2014

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PHASE: CONSTRUCTION / RESPONSIBLE AGENCY: MANAGED BY FDOT  
ACER 0

PHASE: GRANTS AND MISCELLANEOUS / RESPONSIBLE AGENCY: MANAGED BY FDOT  
ACER 0  
TOTAL 436018 1 0  
TOTAL 436018 1 0

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ITEM NUMBER:436019 1 PROJECT DESCRIPTION:SR 8A (I-110) SB MP 5.2 N OF EXIT 5 SPRING FLOOD APRIL 2014  
DISTRICT:03 COUNTY:ESCAMBIA  
ROADWAY ID:48270000 PROJECT LENGTH: .013MI

\*SIS\*  
TYPE OF WORK:EMERGENCY OPERATIONS  
LANES EXIST/IMPROVED/ADDED: 3/ 3/ 0

FUND  
CODE 2014

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PHASE: CONSTRUCTION / RESPONSIBLE AGENCY: MANAGED BY FDOT  
ACER 0

PHASE: GRANTS AND MISCELLANEOUS / RESPONSIBLE AGENCY: MANAGED BY FDOT  
ACER 0  
TOTAL 436019 1 0  
TOTAL 436019 1 0

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ITEM NUMBER:436021 1 PROJECT DESCRIPTION:SR 8A (I-110) SB RAMP AT AIRPORT BLVD SPRING FLOOD APRIL 2014  
DISTRICT:03 COUNTY:ESCAMBIA  
ROADWAY ID:48270000 PROJECT LENGTH: .001MI

\*SIS\*  
TYPE OF WORK:EMERGENCY OPERATIONS  
LANES EXIST/IMPROVED/ADDED: 3/ 3/ 0

FUND  
CODE 2014

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PHASE: CONSTRUCTION / RESPONSIBLE AGENCY: MANAGED BY FDOT  
ACER 0

PHASE: GRANTS AND MISCELLANEOUS / RESPONSIBLE AGENCY: MANAGED BY FDOT  
ACER 0  
TOTAL 436021 1 0  
TOTAL 436021 1 0

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ITEM NUMBER:436025 1 PROJECT DESCRIPTION:SR 10A (US 90) SENIC HWY S OF BAYWOODS DRIVE SPRING FLOOD APRIL 2014  
DISTRICT:03 COUNTY:ESCAMBIA  
ROADWAY ID:48020000 PROJECT LENGTH: .001MI

\*NON-SIS\*  
TYPE OF WORK:EMERGENCY OPERATIONS  
LANES EXIST/IMPROVED/ADDED: 2/ 2/ 0

FUND  
CODE 2014

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PHASE: CONSTRUCTION / RESPONSIBLE AGENCY: MANAGED BY FDOT  
ACER 0

PHASE: GRANTS AND MISCELLANEOUS / RESPONSIBLE AGENCY: MANAGED BY FDOT

ACER

0

TOTAL 436025 1

0

TOTAL 436025 1

0

ITEM NUMBER:436042 1

PROJECT DESCRIPTION:SR 292 GULF BEACH HWY AT BRIGADIER ST SPRING FLOOD APRIL 2014

\*NON-SIS\*

DISTRICT:03

COUNTY:ESCAMBIA

TYPE OF WORK:EMERGENCY OPERATIONS

ROADWAY ID:48050000

PROJECT LENGTH: .001MI

LANES EXIST/IMPROVED/ADDED: 1/ 1/ 0

FUND

CODE

2014

PHASE: CONSTRUCTION / RESPONSIBLE AGENCY: MANAGED BY FDOT

ACER

3,565

PHASE: GRANTS AND MISCELLANEOUS / RESPONSIBLE AGENCY: MANAGED BY FDOT

ACER

57,500

TOTAL 436042 1

61,065

TOTAL 436042 1

61,065

ITEM NUMBER:436045 1

PROJECT DESCRIPTION:SR 296 BRENT LN E OF SPRINGHILL DR SPRING FLOOD APRIL 2014

\*NON-SIS\*

DISTRICT:03

COUNTY:ESCAMBIA

TYPE OF WORK:EMERGENCY OPERATIONS

ROADWAY ID:48012000

PROJECT LENGTH: .001MI

LANES EXIST/IMPROVED/ADDED: 2/ 2/ 0

FUND

CODE

2014

PHASE: CONSTRUCTION / RESPONSIBLE AGENCY: MANAGED BY FDOT

ACER

0

PHASE: GRANTS AND MISCELLANEOUS / RESPONSIBLE AGENCY: MANAGED BY FDOT

ACER

0

TOTAL 436045 1

0

TOTAL 436045 1

0

ITEM NUMBER:436053 1

PROJECT DESCRIPTION:SR 10A (US 90) SCENIC HWY AT OLIVE RD SPRING FLOOD APRIL 2014

\*NON-SIS\*

DISTRICT:03

COUNTY:ESCAMBIA

TYPE OF WORK:EMERGENCY OPERATIONS

ROADWAY ID:48020000

PROJECT LENGTH: .001MI

LANES EXIST/IMPROVED/ADDED: 1/ 1/ 0

FUND

CODE

2014

PHASE: CONSTRUCTION / RESPONSIBLE AGENCY: MANAGED BY FDOT

ACER

0

PHASE: GRANTS AND MISCELLANEOUS / RESPONSIBLE AGENCY: MANAGED BY FDOT

ACER

0

TOTAL 436053 1

0

TOTAL 436053 1

0

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ITEM NUMBER:436057 1	PROJECT DESCRIPTION:SR 10A (US 90) SCENIC HWY @ SCENIC HWY CIRCLE SPRING FLOOD APRIL 14	*NON-SIS*
DISTRICT:03	COUNTY:ESCAMBIA	TYPE OF WORK:EMERGENCY OPERATIONS
ROADWAY ID:48020000	PROJECT LENGTH: .200MI	LANES EXIST/IMPROVED/ADDED: 2/ 2/ 0
FUND CODE	2014	
PHASE: PRELIMINARY ENGINEERING / RESPONSIBLE AGENCY: MANAGED BY FDOT		
ACER		0
TOTAL 436057 1		0
TOTAL 436057 1		0

ITEM NUMBER:436060 1	PROJECT DESCRIPTION:SR 10A (US 90) MOBILE HWY @ BRIDLEWOOD ROAD SPRING FLOOD APRIL 2014	*NON-SIS*
DISTRICT:03	COUNTY:ESCAMBIA	TYPE OF WORK:EMERGENCY OPERATIONS
ROADWAY ID:48020000	PROJECT LENGTH: .002MI	LANES EXIST/IMPROVED/ADDED: 2/ 2/ 0
FUND CODE	2014	
PHASE: PRELIMINARY ENGINEERING / RESPONSIBLE AGENCY: MANAGED BY FDOT		
ACER		0
PHASE: CONSTRUCTION / RESPONSIBLE AGENCY: MANAGED BY FDOT		
ACER		0
PHASE: GRANTS AND MISCELLANEOUS / RESPONSIBLE AGENCY: MANAGED BY FDOT		
ACER		0
TOTAL 436060 1		0
TOTAL 436060 1		0

ITEM NUMBER:436061 1	PROJECT DESCRIPTION:SR 727 W FAIRFIELD DR @ OUTFALL FROM 61ST AVE SPRING FLOOD APRIL '14	*NON-SIS*
DISTRICT:03	COUNTY:ESCAMBIA	TYPE OF WORK:EMERGENCY OPERATIONS
ROADWAY ID:48004000	PROJECT LENGTH: .200MI	LANES EXIST/IMPROVED/ADDED: 1/ 0/ 0
FUND CODE	2014	
PHASE: PRELIMINARY ENGINEERING / RESPONSIBLE AGENCY: MANAGED BY FDOT		
ACER		0
TOTAL 436061 1		0
TOTAL 436061 1		0

ITEM NUMBER:436062 1	PROJECT DESCRIPTION:SR 10 (US 90A) N DAVIS HWY @ SR 10A (US90) SCENIC HWY SPRING FLOOD '14	*NON-SIS*
DISTRICT:03	COUNTY:ESCAMBIA	TYPE OF WORK:EMERGENCY OPERATIONS
ROADWAY ID:48010000	PROJECT LENGTH: .001MI	LANES EXIST/IMPROVED/ADDED: 2/ 2/ 0
FUND CODE	2014	
PHASE: PRELIMINARY ENGINEERING / RESPONSIBLE AGENCY: MANAGED BY FDOT		
ACER		0
TOTAL 436062 1		0
TOTAL 436062 1		0

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ITEM NUMBER:436076 1 PROJECT DESCRIPTION:SR 295 N NEW WARRINGTON RD N OF JACKSON BRANCH SPRING FLOOD APRIL 14 \*NON-SIS\*  
DISTRICT:03 COUNTY:ESCAMBIA TYPE OF WORK:EMERGENCY OPERATIONS  
ROADWAY ID:48080000 PROJECT LENGTH: .014MI LANES EXIST/IMPROVED/ADDED: 2/ 2/ 0

FUND CODE	2014
PHASE: PRELIMINARY ENGINEERING / RESPONSIBLE AGENCY: MANAGED BY FDOT ACER	0
PHASE: CONSTRUCTION / RESPONSIBLE AGENCY: MANAGED BY FDOT ACER	0
PHASE: GRANTS AND MISCELLANEOUS / RESPONSIBLE AGENCY: MANAGED BY FDOT ACER	0
<b>TOTAL 436076 1</b>	<b>0</b>
<b>TOTAL 436076 1</b>	<b>0</b>

ITEM NUMBER:436101 1 PROJECT DESCRIPTION:SR 727 FAIRFIELD DR EROSION PROJECTS SPRING FLOOD APRIL 2014 \*NON-SIS\*  
DISTRICT:03 COUNTY:ESCAMBIA TYPE OF WORK:EMERGENCY OPERATIONS  
ROADWAY ID:48004000 PROJECT LENGTH: 2.144MI LANES EXIST/IMPROVED/ADDED: 2/ 2/ 0

FUND CODE	2014
PHASE: CONSTRUCTION / RESPONSIBLE AGENCY: MANAGED BY FDOT ACER	0
PHASE: GRANTS AND MISCELLANEOUS / RESPONSIBLE AGENCY: MANAGED BY FDOT ACER	0
<b>TOTAL 436101 1</b>	<b>0</b>
<b>TOTAL 436101 1</b>	<b>0</b>

ITEM NUMBER:436142 1 PROJECT DESCRIPTION:SR 8A (I-110) SB N OF SR 750 AIRPORT BLVD EXIT APRIL SPRING FLOOD 2014 \*SIS\*  
DISTRICT:03 COUNTY:ESCAMBIA TYPE OF WORK:EMERGENCY OPERATIONS  
ROADWAY ID:48270000 PROJECT LENGTH: .001MI LANES EXIST/IMPROVED/ADDED: 3/ 3/ 0

FUND CODE	2014
PHASE: CONSTRUCTION / RESPONSIBLE AGENCY: MANAGED BY FDOT ACER	0
PHASE: GRANTS AND MISCELLANEOUS / RESPONSIBLE AGENCY: MANAGED BY FDOT ACER	0
<b>TOTAL 436142 1</b>	<b>0</b>
<b>TOTAL 436142 1</b>	<b>0</b>

ITEM NUMBER:436180 1 PROJECT DESCRIPTION:SR 97 N OF CR 99 SPRING FLOOD APRIL 2014 \*NON-SIS\*  
DISTRICT:03 COUNTY:ESCAMBIA TYPE OF WORK:EMERGENCY OPERATIONS  
ROADWAY ID:48130000 PROJECT LENGTH: .020MI LANES EXIST/IMPROVED/ADDED: 2/ 2/ 0

FUND CODE	2014
PHASE: CONSTRUCTION / RESPONSIBLE AGENCY: MANAGED BY FDOT ACER	0

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PHASE: GRANTS AND MISCELLANEOUS / RESPONSIBLE AGENCY: MANAGED BY FDOT  
ACER  
TOTAL 436180 1  
TOTAL 436180 1

0  
0  
0

ITEM NUMBER:436181 1 PROJECT DESCRIPTION:CR 399 J EARLE BOWDEN WAY SPRING FLOOD APRIL 2014  
DISTRICT:03 COUNTY:ESCAMBIA  
ROADWAY ID:48530000 PROJECT LENGTH: .010MI

\*NON-SIS\*  
TYPE OF WORK:EMERGENCY OPERATIONS  
LANES EXIST/IMPROVED/ADDED: 2/ 2/ 0

FUND  
CODE

2014

PHASE: CONSTRUCTION / RESPONSIBLE AGENCY: MANAGED BY FDOT  
ER14

0

PHASE: GRANTS AND MISCELLANEOUS / RESPONSIBLE AGENCY: MANAGED BY FDOT  
ER14

0  
0  
0

TOTAL 436181 1  
TOTAL 436181 1

ITEM NUMBER:436182 1 PROJECT DESCRIPTION:SR 742 CREIGHTON RD FROM DATA ST TO W OF TIPPIN LANE SPRING FLOOD 14  
DISTRICT:03 COUNTY:ESCAMBIA  
ROADWAY ID:48013000 PROJECT LENGTH: .097MI

\*NON-SIS\*  
TYPE OF WORK:EMERGENCY OPERATIONS  
LANES EXIST/IMPROVED/ADDED: 2/ 2/ 0

FUND  
CODE

2014

PHASE: CONSTRUCTION / RESPONSIBLE AGENCY: MANAGED BY FDOT  
ACER

0

PHASE: GRANTS AND MISCELLANEOUS / RESPONSIBLE AGENCY: MANAGED BY FDOT  
ACER

0  
0  
0

TOTAL 436182 1  
TOTAL 436182 1

ITEM NUMBER:436234 1 PROJECT DESCRIPTION:SR 8A (I-110) NB @ BRENT LANE OFF RAMP SPRING FLOOD APRIL 2014  
DISTRICT:03 COUNTY:ESCAMBIA  
ROADWAY ID:48270000 PROJECT LENGTH: .002MI

\*SIS\*  
TYPE OF WORK:EMERGENCY OPERATIONS  
LANES EXIST/IMPROVED/ADDED: 3/ 3/ 0

FUND  
CODE

2014

PHASE: CONSTRUCTION / RESPONSIBLE AGENCY: MANAGED BY FDOT  
ACER

0

PHASE: GRANTS AND MISCELLANEOUS / RESPONSIBLE AGENCY: MANAGED BY FDOT  
ACER

0  
0  
0

TOTAL 436234 1  
TOTAL 436234 1

ITEM NUMBER:436282 1 PROJECT DESCRIPTION:SR 10A (US 90) SCENIC HWY S OF SR 8 (I-10) SPRING FLOOD APRIL 2014  
DISTRICT:03 COUNTY:ESCAMBIA  
ROADWAY ID:48020000 PROJECT LENGTH: .003MI

\*NON-SIS\*  
TYPE OF WORK:EMERGENCY OPERATIONS  
LANES EXIST/IMPROVED/ADDED: 2/ 2/ 0

FUND  
CODE

2014

PHASE: PRELIMINARY ENGINEERING / RESPONSIBLE AGENCY: MANAGED BY FDOT  
ACER

0



FLORIDA DEPARTMENT OF TRANSPORTATION  
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=====

DATE RUN: 10/01/2014

TIME RUN: 07.23.56

MBROBLTP

HIGHWAYS  
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PHASE: CONSTRUCTION / RESPONSIBLE AGENCY: MANAGED BY FDOT  
ACER 0

PHASE: GRANTS AND MISCELLANEOUS / RESPONSIBLE AGENCY: MANAGED BY FDOT  
ACER 0

**TOTAL 436282 1 0**  
**TOTAL 436282 1 0**

ITEM NUMBER:436283 1 PROJECT DESCRIPTION:SR 8 (I-10) WB EAST OF CSX R/R SPRING FLOOD APRIL 2014  
DISTRICT:03 COUNTY:ESCAMBIA  
ROADWAY ID:48260000 PROJECT LENGTH: .002MI

\*SIS\*  
TYPE OF WORK:EMERGENCY OPERATIONS  
LANES EXIST/IMPROVED/ADDED: 3/ 3/ 0

FUND  
CODE 2014

PHASE: CONSTRUCTION / RESPONSIBLE AGENCY: MANAGED BY FDOT  
ACER 0

PHASE: GRANTS AND MISCELLANEOUS / RESPONSIBLE AGENCY: MANAGED BY FDOT  
ACER 0

**TOTAL 436283 1 0**  
**TOTAL 436283 1 0**

ITEM NUMBER:436287 1 PROJECT DESCRIPTION:SR 10A (US 90) SCENIC HWY AT SCENIC HWY CIR SPRING FLOOD APRIL 2014  
DISTRICT:03 COUNTY:ESCAMBIA  
ROADWAY ID:48020000 PROJECT LENGTH: .200MI

\*NON-SIS\*  
TYPE OF WORK:EMERGENCY OPERATIONS  
LANES EXIST/IMPROVED/ADDED: 2/ 2/ 0

FUND  
CODE 2014

PHASE: CONSTRUCTION / RESPONSIBLE AGENCY: MANAGED BY FDOT  
ACER 0

**TOTAL 436287 1 0**  
**TOTAL 436287 1 0**

ITEM NUMBER:436288 1 PROJECT DESCRIPTION:SR 727 FAIRFIELD DRIVE AT 61ST AVENUE SPRING FLOOD APRIL 2014  
DISTRICT:03 COUNTY:ESCAMBIA  
ROADWAY ID:48004000 PROJECT LENGTH: .200MI

\*NON-SIS\*  
TYPE OF WORK:EMERGENCY OPERATIONS  
LANES EXIST/IMPROVED/ADDED: 1/ 1/ 0

FUND  
CODE 2014

PHASE: CONSTRUCTION / RESPONSIBLE AGENCY: MANAGED BY FDOT  
ACER 0

**TOTAL 436288 1 0**  
**TOTAL 436288 1 0**

ITEM NUMBER:436290 1 PROJECT DESCRIPTION:SR 8 (I-10) FROM SR 291 TO SR 10A (US 90) SCENIC 04-2014 SPRING FLOOD  
DISTRICT:03 COUNTY:ESCAMBIA  
ROADWAY ID:48260000 PROJECT LENGTH: 4.216MI

\*SIS\*  
TYPE OF WORK:EMERGENCY OPERATIONS  
LANES EXIST/IMPROVED/ADDED: 3/ 0/ 0

FUND  
CODE 2014

PHASE: CONSTRUCTION / RESPONSIBLE AGENCY: MANAGED BY FDOT  
ACER 0

**TOTAL 436290 1 0**  
**TOTAL 436290 1 0**

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DATE RUN: 10/01/2014

TIME RUN: 07.23.56

MBROBLTP

HIGHWAYS  
=====

ITEM NUMBER:220412 7  
DISTRICT:03  
ROADWAY ID:58005000

PROJECT DESCRIPTION:SR 281 AVALON BLVD FROM S OF MOOR'S LODGE TO N OF CSX R/R BRIDGE  
COUNTY:SANTA ROSA  
PROJECT LENGTH: 1.481MI

\*NON-SIS\*  
TYPE OF WORK:ADD LANES & RECONSTRUCT  
LANES EXIST/IMPROVED/ADDED: 2/ 2/ 2

FUND CODE	2014
PHASE: RAILROAD AND UTILITIES / RESPONSIBLE AGENCY: MANAGED BY FDOT	
ACSU	0
SU	200,000
PHASE: CONSTRUCTION / RESPONSIBLE AGENCY: MANAGED BY FDOT	
ACSA	100,000
ACSU	278,090
EB	389,860
SA	174,190
SU	16,494
<b>TOTAL 220412 7</b>	<b>1,158,634</b>
<b>TOTAL 220412 7</b>	<b>1,158,634</b>

ITEM NUMBER:220412 8  
DISTRICT:03  
ROADWAY ID:58005000

PROJECT DESCRIPTION:SR 281 AVALON BLVD FROM SR 8 (I-10) TO S OF MOOR'S LODGE  
COUNTY:SANTA ROSA  
PROJECT LENGTH: .905MI

\*NON-SIS\*  
TYPE OF WORK:ADD LANES & RECONSTRUCT  
LANES EXIST/IMPROVED/ADDED: 4/ 0/ 2

FUND CODE	2014
PHASE: CONSTRUCTION / RESPONSIBLE AGENCY: MANAGED BY FDOT	
ACCM	0
ACSU	-16,265
EB	185,382
HPP	0
SU	1,027,400
<b>TOTAL 220412 8</b>	<b>1,196,517</b>
<b>TOTAL 220412 8</b>	<b>1,196,517</b>

ITEM NUMBER:220440 1  
DISTRICT:03  
ROADWAY ID:58030000

PROJECT DESCRIPTION:SR 30 (US 98) FROM BAYSHORE ROAD TO PORTSIDE DRIVE  
COUNTY:SANTA ROSA  
PROJECT LENGTH: 4.253MI

\*NON-SIS\*  
TYPE OF WORK:RIGHT OF WAY - FUTURE CAPACITY  
LANES EXIST/IMPROVED/ADDED: 4/ 4/ 2

FUND CODE	2014
PHASE: PRELIMINARY ENGINEERING / RESPONSIBLE AGENCY: MANAGED BY FDOT	
SU	19
<b>TOTAL 220440 1</b>	<b>19</b>
<b>TOTAL 220440 1</b>	<b>19</b>

ITEM NUMBER:220442 4  
DISTRICT:03  
ROADWAY ID:58040000

PROJECT DESCRIPTION:SR 87 FROM EGLIN AFB BOUNDARY TO 2 MI S YELLOW RIVER BR  
COUNTY:SANTA ROSA  
PROJECT LENGTH: 5.429MI

\*SIS\*  
TYPE OF WORK:ADD LANES & RECONSTRUCT  
LANES EXIST/IMPROVED/ADDED: 2/ 2/ 2

FUND CODE	2014
PHASE: PRELIMINARY ENGINEERING / RESPONSIBLE AGENCY: MANAGED BY FDOT	
EBNH	0
<b>TOTAL 220442 4</b>	<b>0</b>
<b>TOTAL 220442 4</b>	<b>0</b>

ITEM NUMBER:413062 3

DISTRICT:03

ROADWAY ID:58002000

PROJECT DESCRIPTION:SR 8 (I-10) FROM ESCAMBIA BAY BRIDGE TO E SR 281 AVALON BLVD

COUNTY:SANTA ROSA

PROJECT LENGTH: 2.756MI

\*SIS\*

TYPE OF WORK:ADD LANES & RECONSTRUCT

LANES EXIST/IMPROVED/ADDED: 4/ 4/ 2

FUND	2014
CODE	
PHASE: PRELIMINARY ENGINEERING / RESPONSIBLE AGENCY: MANAGED BY FDOT	
ACNH	-742,317
NHPP	996,007
TOTAL 413062 3	253,690
TOTAL 413062 3	253,690

ITEM NUMBER:416748 4

DISTRICT:03

ROADWAY ID:58000000

PROJECT DESCRIPTION:SR 87 PD&E STUDY - EXPANSION

COUNTY:SANTA ROSA

PROJECT LENGTH: 8.450MI

\*NON-SIS\*

TYPE OF WORK:PD&E/EMO STUDY

LANES EXIST/IMPROVED/ADDED: 0/ 0/ 0

FUND	2014
CODE	
PHASE: PRELIMINARY ENGINEERING / RESPONSIBLE AGENCY: MANAGED BY FDOT	
SA	92,186
SU	10,045
TOTAL 416748 4	102,231
TOTAL 416748 4	102,231

ITEM NUMBER:418652 2

DISTRICT:03

ROADWAY ID:58508000

PROJECT DESCRIPTION:CR 184A BERRYHILL RD FROM CR 197 TO POND CREEK BRIDGE

COUNTY:SANTA ROSA

PROJECT LENGTH: 3.129MI

\*NON-SIS\*

TYPE OF WORK:RESURFACING

LANES EXIST/IMPROVED/ADDED: 2/ 2/ 0

FUND	2014
CODE	
PHASE: PRELIMINARY ENGINEERING / RESPONSIBLE AGENCY: MANAGED BY SANTA ROSA CNTY BOCC	
EB	0
PHASE: PRELIMINARY ENGINEERING / RESPONSIBLE AGENCY: RESPONSIBLE AGENCY NOT AVAILABLE	
EB	0
TOTAL 418652 2	0
TOTAL 418652 2	0

ITEM NUMBER:421243 1

DISTRICT:03

ROADWAY ID:58010000

PROJECT DESCRIPTION:SR 10 (US 90) OVER WHITE RIVER BRIDGE NO. 580055

COUNTY:SANTA ROSA

PROJECT LENGTH: .544MI

\*NON-SIS\*

TYPE OF WORK:BRIDGE REPLACEMENT

LANES EXIST/IMPROVED/ADDED: 2/ 2/ 0

FUND	2014
CODE	
PHASE: CONSTRUCTION / RESPONSIBLE AGENCY: MANAGED BY FDOT	
ACSB	37
BRT	-397
NHBR	37,179
TOTAL 421243 1	36,819
TOTAL 421243 1	36,819

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FLORIDA-ALABAMA TPO	<b>HIGHWAYS</b> =====	
ITEM NUMBER:421644 2 DISTRICT:03 ROADWAY ID:58030000	PROJECT DESCRIPTION:SR 30 (US 98) FROM ZOO ENTRANCE TO OKALOOSA COUNTY LINE COUNTY:SANTA ROSA PROJECT LENGTH: 11.228MI	*NON-SIS* TYPE OF WORK:RESURFACING LANES EXIST/IMPROVED/ADDED: 4/ 4/ 0
FUND CODE	2014	
PHASE: CONSTRUCTION / RESPONSIBLE AGENCY: MANAGED BY FDOT		
ACCM	9,360	
NHRE	175,784	
SU	2,494	
<b>TOTAL 421644 2</b>	<b>187,638</b>	
<b>TOTAL 421644 2</b>	<b>187,638</b>	
ITEM NUMBER:426971 1 DISTRICT:03 ROADWAY ID:58080000	PROJECT DESCRIPTION:SR 4 FROM CR 87A MARKET ROAD TO OKALOOSA COUNTY LINE COUNTY:SANTA ROSA PROJECT LENGTH: 19.535MI	*NON-SIS* TYPE OF WORK:RESURFACING LANES EXIST/IMPROVED/ADDED: 2/ 2/ 0
FUND CODE	2014	
PHASE: CONSTRUCTION / RESPONSIBLE AGENCY: MANAGED BY FDOT		
ACSA	0	
SA	0	
<b>TOTAL 426971 1</b>	<b>0</b>	
<b>TOTAL 426971 1</b>	<b>0</b>	
ITEM NUMBER:429865 1 DISTRICT:03 ROADWAY ID:58050000	PROJECT DESCRIPTION:SR 87 STEWART STREET @ CR 191 MUNSON HIGHWAY INTERSECTION COUNTY:SANTA ROSA PROJECT LENGTH: .063MI	*NON-SIS* TYPE OF WORK:ADD RIGHT TURN LANE(S) LANES EXIST/IMPROVED/ADDED: 2/ 2/ 0
FUND CODE	2014	
PHASE: RIGHT OF WAY / RESPONSIBLE AGENCY: MANAGED BY FDOT		
ACSU	45,000	
SU	8,603	
PHASE: CONSTRUCTION / RESPONSIBLE AGENCY: MANAGED BY FDOT		
SU	185,123	
<b>TOTAL 429865 1</b>	<b>238,726</b>	
<b>TOTAL 429865 1</b>	<b>238,726</b>	
ITEM NUMBER:431701 1 DISTRICT:03 ROADWAY ID:58000000	PROJECT DESCRIPTION:TIGER POINT BLVD FROM COUNTY PARK ENTRANCE TO SR 30 (US 98) COUNTY:SANTA ROSA PROJECT LENGTH: .417MI	*NON-SIS* TYPE OF WORK:SIDEWALK LANES EXIST/IMPROVED/ADDED: 0/ 0/ 0
FUND CODE	2014	
PHASE: PRELIMINARY ENGINEERING / RESPONSIBLE AGENCY: MANAGED BY SANTA ROSA CNTY BOCC		
TALU	0	
PHASE: PRELIMINARY ENGINEERING / RESPONSIBLE AGENCY: RESPONSIBLE AGENCY NOT AVAILABLE		
TALU	0	
<b>TOTAL 431701 1</b>	<b>0</b>	
<b>TOTAL 431701 1</b>	<b>0</b>	

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FLORIDA-ALABAMA TPO	<b>HIGHWAYS</b> =====	
ITEM NUMBER:432736 1 DISTRICT:03 ROADWAY ID:58002000	PROJECT DESCRIPTION:SR 8 (I-10) FROM EAST OF SR 87 TO OKALOOSA COUNTY LINE COUNTY:SANTA ROSA PROJECT LENGTH: 10.714MI	*SIS* TYPE OF WORK:RESURFACING LANES EXIST/IMPROVED/ADDED: 2/ 2/ 0
FUND CODE	2014	
PHASE: PRELIMINARY ENGINEERING / RESPONSIBLE AGENCY: MANAGED BY FDOT NHPP	682,996	
TOTAL 432736 1	682,996	
TOTAL 432736 1	682,996	
ITEM NUMBER:433573 1 DISTRICT:03 ROADWAY ID:58030000	PROJECT DESCRIPTION:SR 30 (US 98) NAVARRE PKWY PEDESTRIAN OVERPASS COUNTY:SANTA ROSA PROJECT LENGTH: .001MI	*NON-SIS* TYPE OF WORK:PEDESTRIAN SAFETY IMPROVEMENT LANES EXIST/IMPROVED/ADDED: 4/ 0/ 0
FUND CODE	2014	
PHASE: PRELIMINARY ENGINEERING / RESPONSIBLE AGENCY: MANAGED BY FDOT ACTA ACTU SU TALT	0 0 0 0 0	
TOTAL 433573 1	0	
TOTAL 433573 1	0	
ITEM NUMBER:433575 1 DISTRICT:03 ROADWAY ID:58000000	PROJECT DESCRIPTION:OLD US 90 FROM BLACKWATER HERT. TRL TO HENRY STREET COUNTY:SANTA ROSA PROJECT LENGTH: .750MI	*NON-SIS* TYPE OF WORK:BIKE PATH/TRAIL LANES EXIST/IMPROVED/ADDED: 0/ 0/ 0
FUND CODE	2014	
PHASE: PRELIMINARY ENGINEERING / RESPONSIBLE AGENCY: MANAGED BY SANTA ROSA CNTY BOCC SE	28,000	
PHASE: PRELIMINARY ENGINEERING / RESPONSIBLE AGENCY: RESPONSIBLE AGENCY NOT AVAILABLE SE	200	
TOTAL 433575 1	28,200	
TOTAL 433575 1	28,200	
ITEM NUMBER:436043 1 DISTRICT:03 ROADWAY ID:58040000	PROJECT DESCRIPTION:SR 87 RETENTION POND SOUTH OF BOB TOLBERT ROAD SPRING FLOOD APRIL 2014 COUNTY:SANTA ROSA PROJECT LENGTH: .200MI	*SIS* TYPE OF WORK:EMERGENCY OPERATIONS LANES EXIST/IMPROVED/ADDED: 4/ 0/ 0
FUND CODE	2014	
PHASE: CONSTRUCTION / RESPONSIBLE AGENCY: MANAGED BY FDOT ACER	5,228	
PHASE: GRANTS AND MISCELLANEOUS / RESPONSIBLE AGENCY: MANAGED BY FDOT ACER	144,624	
TOTAL 436043 1	149,852	
TOTAL 436043 1	149,852	

FLORIDA DEPARTMENT OF TRANSPORTATION  
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HIGHWAYS  
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ITEM NUMBER:436059 1	PROJECT DESCRIPTION:SR 10 (US 90) @ ALEX REED TRAIL OUTFALL	SPRING FLOOD APRIL 2014	*NON-SIS*
DISTRICT:03	COUNTY:SANTA ROSA		
ROADWAY ID:58010000	PROJECT LENGTH: .001MI		
		TYPE OF WORK:EMERGENCY OPERATIONS	
		LANES EXIST/IMPROVED/ADDED: 2/ 2/ 0	
FUND CODE		2014	
PHASE: PRELIMINARY ENGINEERING / RESPONSIBLE AGENCY: MANAGED BY FDOT			
ACER		0	
PHASE: CONSTRUCTION / RESPONSIBLE AGENCY: MANAGED BY FDOT			
ACER		0	
TOTAL 436059 1		0	
TOTAL 436059 1		0	

ITEM NUMBER:436063 1	PROJECT DESCRIPTION:CR 197 (CHUMUCKLA HWY) @ CR 197B (NORRIS RD)	SPRING FLOOD APRIL 2014	*NON-SIS*
DISTRICT:03	COUNTY:SANTA ROSA		
ROADWAY ID:58643000	PROJECT LENGTH: .251MI		
		TYPE OF WORK:EMERGENCY OPERATIONS	
		LANES EXIST/IMPROVED/ADDED: 1/ 1/ 0	
FUND CODE		2014	
PHASE: CONSTRUCTION / RESPONSIBLE AGENCY: MANAGED BY FDOT			
ACER		0	
PHASE: GRANTS AND MISCELLANEOUS / RESPONSIBLE AGENCY: RESPONSIBLE AGENCY NOT AVAILABLE			
ACER		0	
TOTAL 436063 1		0	
TOTAL 436063 1		0	

ITEM NUMBER:436064 1	PROJECT DESCRIPTION:CR 191 MUNSON HWY @ CR 87A E GATE RD	SPRING FLOOD APRIL 2014	*NON-SIS*
DISTRICT:03	COUNTY:SANTA ROSA		
ROADWAY ID:58090000	PROJECT LENGTH: .001MI		
		TYPE OF WORK:EMERGENCY OPERATIONS	
		LANES EXIST/IMPROVED/ADDED: 2/ 0/ 0	
FUND CODE		2014	
PHASE: CONSTRUCTION / RESPONSIBLE AGENCY: MANAGED BY FDOT			
ACER		0	
PHASE: GRANTS AND MISCELLANEOUS / RESPONSIBLE AGENCY: RESPONSIBLE AGENCY NOT AVAILABLE			
ACER		0	
TOTAL 436064 1		0	
TOTAL 436064 1		0	

ITEM NUMBER:436102 1	PROJECT DESCRIPTION:SR 30 (US 98) GULF BREEZE PKWY @ SHORELINE DR	SPRING FLOOD APRIL 2014	*NON-SIS*
DISTRICT:03	COUNTY:SANTA ROSA		
ROADWAY ID:58030000	PROJECT LENGTH: .010MI		
		TYPE OF WORK:EMERGENCY OPERATIONS	
		LANES EXIST/IMPROVED/ADDED: 3/ 3/ 0	
FUND CODE		2014	
PHASE: CONSTRUCTION / RESPONSIBLE AGENCY: MANAGED BY FDOT			
ACER		0	
PHASE: GRANTS AND MISCELLANEOUS / RESPONSIBLE AGENCY: MANAGED BY FDOT			
ACER		0	
TOTAL 436102 1		0	
TOTAL 436102 1		0	

ITEM NUMBER:436103 1	PROJECT DESCRIPTION:SIGNALIZED INTERSECTIONS ON F/A ROADWAYS	SPING FLOOD APRIL 2014	*NON-SIS*
DISTRICT:03	COUNTY:SANTA ROSA		
ROADWAY ID:58010000	PROJECT LENGTH: .004MI		
		TYPE OF WORK:EMERGENCY OPERATIONS	
		LANES EXIST/IMPROVED/ADDED: 2/ 2/ 0	
FUND			
CODE		2014	
PHASE: CONSTRUCTION / RESPONSIBLE AGENCY: MANAGED BY FDOT			
ACER			0
PHASE: GRANTS AND MISCELLANEOUS / RESPONSIBLE AGENCY: MANAGED BY FDOT			
ACER			0
TOTAL 436103 1			0
TOTAL 436103 1			0

ITEM NUMBER:436281 1		PROJECT DESCRIPTION:SR 30 (US 98) GULF BREEZE PKWY ZOO ENT TO OKA CTY LINE SPG FLOOD '2014		*NON-SIS*	
DISTRICT:03		COUNTY:SANTA ROSA		TYPE OF WORK:EMERGENCY OPERATIONS	
ROADWAY ID:58030000		PROJECT LENGTH: 11.231MI		LANES EXIST/IMPROVED/ADDED: 2/ 2/ 0	
FUND		2014			
CODE					
PHASE: CONSTRUCTION / RESPONSIBLE AGENCY: MANAGED BY FDOT					
ACER				0	
PHASE: GRANTS AND MISCELLANEOUS / RESPONSIBLE AGENCY: MANAGED BY FDOT					
ACER				0	
TOTAL 436281 1				0	
TOTAL 436281 1				0	
TOTAL DIST: 03				19,730,029	
TOTAL HIGHWAYS				19,730,029	

ITEM NUMBER:423838 1

DISTRICT:03

ROADWAY ID:

PROJECT DESCRIPTION:FLORIDA-ALABAMA TPO FY13 & 14 UPWP

COUNTY:ESCAMBIA

PROJECT LENGTH: .000

\*NON-SIS\*

TYPE OF WORK:TRANSPORTATION PLANNING

LANES EXIST/IMPROVED/ADDED: 0/ 0/ 0

FUND	2014
CODE	
PHASE: PRELIMINARY ENGINEERING / RESPONSIBLE AGENCY: RESPONSIBLE AGENCY NOT AVAILABLE	
PL	294,225
TOTAL 423838 1	294,225
TOTAL 423838 1	294,225

ITEM NUMBER:427931 1

DISTRICT:03

ROADWAY ID:

PROJECT DESCRIPTION:FLORIDA-ALABAMA TPO FY 15-16 UPWP

COUNTY:ESCAMBIA

PROJECT LENGTH: .000

\*NON-SIS\*

TYPE OF WORK:TRANSPORTATION PLANNING

LANES EXIST/IMPROVED/ADDED: 0/ 0/ 0

FUND	2014
CODE	
PHASE: PRELIMINARY ENGINEERING / RESPONSIBLE AGENCY: RESPONSIBLE AGENCY NOT AVAILABLE	
PL	128,646
TOTAL 427931 1	128,646
TOTAL 427931 1	128,646
TOTAL DIST: 03	422,871
TOTAL PLANNING	422,871



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**TRANSIT**  
=====

ITEM NUMBER:421733 1  
DISTRICT:03  
ROADWAY ID:

PROJECT DESCRIPTION:ESCAMBIA CO ECAT 5307 CAPITAL FLEX PREVENTIVE MAINTENANCE  
COUNTY:ESCAMBIA  
PROJECT LENGTH: .000

\*NON-SIS\*  
TYPE OF WORK:CAPITAL FOR FIXED ROUTE  
LANES EXIST/IMPROVED/ADDED: 0/ 0/ 0

FUND CODE	2014
PHASE: GRANTS AND MISCELLANEOUS / RESPONSIBLE AGENCY: RESPONSIBLE AGENCY NOT AVAILABLE	
SU	300,000
TOTAL 421733 1	300,000
TOTAL 421733 1	300,000
TOTAL DIST: 03	300,000
TOTAL TRANSIT	300,000

ITEM NUMBER:421412 2

DISTRICT:03

ROADWAY ID:

PROJECT DESCRIPTION:ESCAMBIA COUNTY DISASTER RECOVERY SPRING FLOOD APRIL 2014

COUNTY:ESCAMBIA

PROJECT LENGTH: .000

\*NON-SIS\*

TYPE OF WORK:EMERGENCY OPERATIONS

LANES EXIST/IMPROVED/ADDED: 0/ 0/ 0

FUND CODE	2014
PHASE: GRANTS AND MISCELLANEOUS / RESPONSIBLE AGENCY: MANAGED BY FDOT	
ACER	0
TOTAL 421412 2	0
TOTAL 421412 2	0

ITEM NUMBER:428058 2

DISTRICT:03

ROADWAY ID:48012000

PROJECT DESCRIPTION:ADVANCED TRAFFIC MANAGEMENT SYSTEM ITS PHASE I

COUNTY:ESCAMBIA

PROJECT LENGTH: 10.367MI

\*NON-SIS\*

TYPE OF WORK:ATMS - ARTERIAL TRAFFIC MGMT

LANES EXIST/IMPROVED/ADDED: 6/ 0/ 0

FUND CODE	2014
PHASE: CONSTRUCTION / RESPONSIBLE AGENCY: MANAGED BY FDOT	
ACSU	907,728
EB	26,059
SU	867,844
TOTAL 428058 2	1,801,631
TOTAL 428058 2	1,801,631
TOTAL DIST: 03	1,801,631
TOTAL MISCELLANEOUS	1,801,631

GRAND TOTAL

22,254,531

**Alabama DOT federally authorized projects in FY 2014.**

## 2.4.1 Surface Transportation Attributable Projects

Project Family ID	Project Number (FANBR)	Project Description	Project Length (miles)	SCP	STS	Project Type	FY	Map ID	Project Priority	Conformity Year	Federal State Other	Estimated Total Cost
Sponsor : Baldwin County Commisssion												
36336	100060018	ADD PAVED SHOULDERS ON CR-99 FROM SR-42 (US-98)	0.0	PE	A	SHOULDER PAVING	2014	0.0		NA	\$23,289	
	STPLL - 0214 ( 250 )	TO SPANISH COVE DRIVE AND ON SOUTH 7TH STREET									\$0	\$29,111
		FROM CR-99 TO THE BOAT RAMP									\$0	
	100060018		0.0	PE	A	SHOULDER PAVING	2014	0.0		NA	\$24,711	
	STPLL - 0214 ( 250 )										\$0	\$30,889
											\$0	
Total By Sponsor						Federal	\$48,000	All Funds			\$60,000	

## 2.4.2 Other Surface Transportation Program Projects

Project Family ID	Project Number (FANBR)	Project Description	Project Length (miles)	SCP	STS	Project Type	FY	Map ID	Project Priority	Conformity Year	Federal State Other	Estimated Total Cost
Sponsor : ALDOT												
36394	100060119	CURB AND RAMP INSTALLATION ONLY ON STATE	0.0	PE	A	SIDEWALK	2014	0.0		NA	\$29,120	
	STPAA - NR12 ( 939 )	ROUTES AT VARIOUS LOCATIONS IN BALDWIN COUNTY									\$7,280	\$36,400
												\$0
Total By Sponsor						Federal	\$29,120	All Funds		\$36,400		
Sponsor : NEW PROJECT												
37093	100060959	RESURFACING SR-180 FROM .35 MILES WEST OF FOLEY	3.305	FM	A	RESURFACING	2014	0.0		NA	\$1,328,422	
	STPAA - 0180 ( 505 )	BEACH EXPRESS TO EAST OF SR-161									\$332,106	\$1,660,528
												\$0
Total By Sponsor						Federal	\$1,328,422	All Funds		\$1,660,528		

**Escambia County Area Transit (ECAT) federally authorized  
projects in FY 2014.**

## **FY2014 Federal Obligated Projects for Public Transportation**

Below please find list of FY14 Federal Obligated Projects for Public Transportation:

### 5307 Grants:

5307 grants - Funds Expended on Operations	\$ 2,726,558
5307 - Funds Expended on Capital	<u>\$ 1,297,388</u>
Total Federal Obligated projects - 5307 grants	\$ 4,023,946
5309 grant - Funds expended on Capital	\$ 49,499
5311 grant - Funds Expended on Operations	\$ 169,160
5316 JARC - Funds Expended on Operations	\$ 686,126 **
5317 New Freedom - Funds Expended on Operations	<u>\$ 384,321 **</u>
Total Federal Obligated Projects for Public Transportation	<u><u>\$ 5,313,052</u></u>

\*\*The JARC and New Freedom Numbers were provided by the Florida-Alabama Transportation Planning Organization

## **Appendix F**

### **FLORIDA-ALABAMA TPO Project Priorities FY 2016-20**



# **FY 2016-FY 2020 Florida-Alabama TPO Project Priorities**

**Prepared for**

**Florida-Alabama Transportation Planning Organization;  
Florida Department of Transportation, District Three; and  
Alabama Department of Transportation**

**Prepared by**

**West Florida Regional Planning Council  
Staff to the Florida-Alabama Transportation Planning Organization**



**Adopted: September 10, 2014**

**Amended: December 10, 2014**



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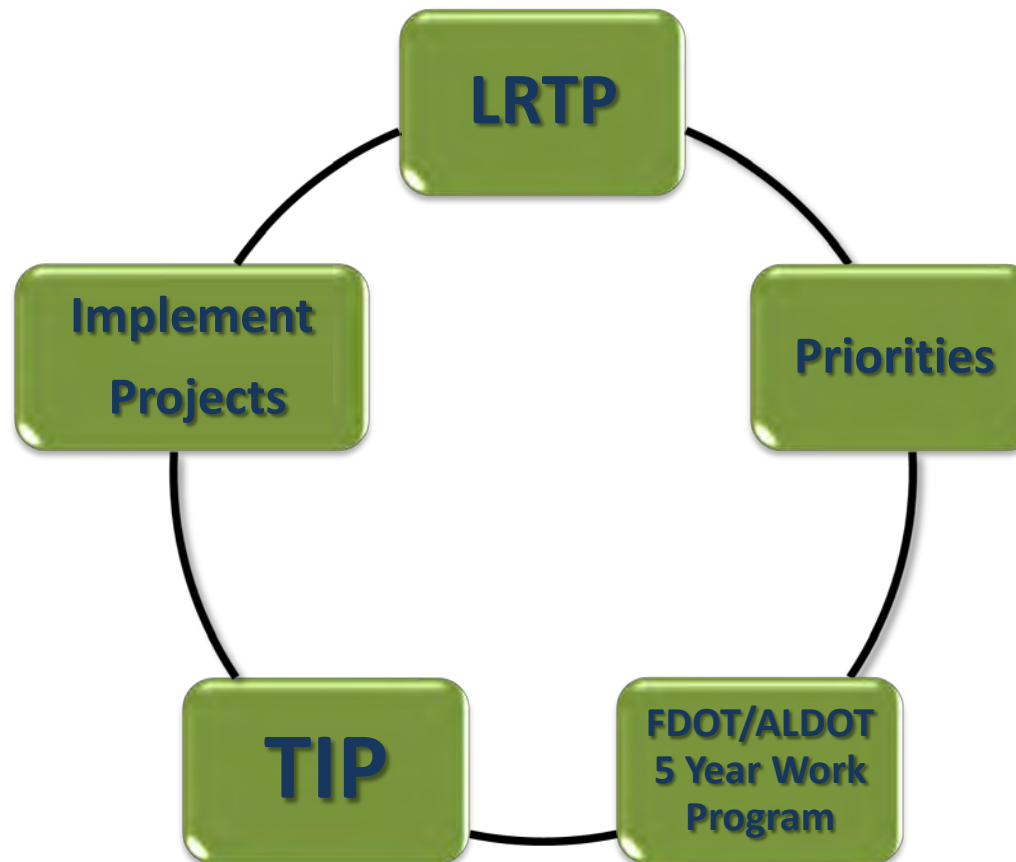
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## INTRODUCTION

The Florida-Alabama Transportation Planning Organization (TPO), staffed by the West Florida Regional Planning Council, is tasked with developing Project Priorities. Project Priorities, which are essentially the Cost Feasible Plan element of the Long Range Transportation Plan, are approved in September each year and are due to the State Departments of Transportation by October 1<sup>st</sup>. The adopted Project Priorities are used by the State Departments of Transportation to develop a five-year Work Program. This five-year Work Program is then used by the TPOs to develop a five-year Transportation Improvement Program (TIP). The TIP is adopted by the TPOs at their June meetings each year. The chart below explains the process identified above.



The projects listed in this Project Priorities document are identified by the following tables:

- Capacity Projects (Tables 1-4).
- Transportation System Management Projects (Tables 5-6).
- Transportation Alternatives Program Projects (Tables 7-9).
- Bicycle/Pedestrian Related Projects (Tables 10-13).
- Public Transportation Related Projects (Tables 14-17).
- Aviation Projects (Tables 18-19).
- Port Projects (Table 20).
- Local Projects (Table 21).
- Potential Toll Projects (Table 22).
- Bridge Replacements Projects (Table 23).

## **METHODOLOGY**

- For Capacity, Transportation System Management, and Bicycle/Pedestrian Plan Projects the methodology that was employed was the same as the previous year. Completed projects were removed from the list, projects that are scheduled for construction in the first three years were moved to the committed list, and new projects were placed at the end of the priority list.
- The methodology employed for Transportation Alternatives Program Projects is based on new criteria that were adopted by the TPO at their June 11, 2014 meeting.
- Public Transportation Related Projects are listed by potential grants and furnished by the TPO's Public Transportation Staff in consultation with the region's public transportation providers.
- Aviation Project Priorities were furnished by the Pensacola International Airport and Peter Prince Field/Santa Rosa County Staff.
- Port Project Priorities were provided by the Port of Pensacola.
- Local Projects were furnished by local governments and included in the TPO's 2035 Long Range Transportation Plan (LRTP).
- Potential Toll Projects were included in the TPO's 2035 LRTP.
- Bridge Replacements Projects were included in the TPO's 2035 LRTP.

The Capacity, Transportation System Management, Bicycle/Pedestrian, and Transportation Alternatives Program Projects have listed Committed Projects in addition to the Project Priorities. Committed Projects are projects that are scheduled for construction in the first three years of the Work Program. These projects are considered Committed so the projects get completed and are not assigned a Project Priority. However, it is understood that these projects continue to be funded by the Departments of Transportation until the project is completed.

The statuses of the phases for the Capacity Projects have been color coded to indicate funding. Phases in **GREEN** are considered Cost Feasible with State and/or Federal funds. This is based on the current 2035 LRTP Cost Feasible Plan. If the phase is currently scheduled for completion in the FDOT Five Year Work Program, the fiscal year of funding and the project number are noted. Phases in **RED** are not considered cost feasible with State and/or Federal funds based on the currently adopted 2035 LRTP Cost Feasible Plan.

The Capacity, Transportation System Management, Transportation Alternatives Program, and Bicycle/Pedestrian Projects have separate Evaluation Criteria to rank projects. The Evaluation Criteria for these four categories are listed in Appendix C. However, the TPO has the final decision on how the Project Priorities are ranked.

## **PUBLIC INVOLVEMENT**

Four Public Workshops occurred over two days (July 8 and 10, 2014). The locations of the July 8 workshops were the Santa Rosa County Administrative Center in Milton and the West Florida Regional Planning Council in Pensacola. The July 10 workshops occurred at the Lillian Community Center and the Orange Beach City Council Chambers. In addition, a TPO and Advisory Committee Workshop was held on July 16, 2014 at Pensacola City Hall. Each of the workshops was advertised in the Pensacola News Journal. An e-mail notice was also sent the TPO and Advisory Committee Members. News releases were distributed to nearly 100 media outlets and meeting information was promoted through social media sites. Flyers were created and emailed to members of the TPO and advisory committees

Comments from the public workshops were identified in the TPO and Advisory Committee Members August and September agenda enclosures. A Public Hearing was also held at the TPO meeting in September. However, no individuals spoke at the Public Hearing. The Project Priorities were a review item at the August TPO Meeting and were approved at the September TPO Meeting (See Resolution 14-32 In Appendix D). Lastly, the Project Priorities Tables from drafts through adoption were posted on the web site for review and comment.

**Table 1: FY 16-20 Committed Non-Strategic Intermodal System (Non-SIS) Capacity Project Priorities**  
**Not Subject to Priority Ranking**

Construction funded in the first three years of the Transportation Improvement Program or Underway

FDOT Item-Segment	Project Name	From	To	Project Phase Status	Improvement
2204127	Avalon Boulevard (SRC)	South of Moor's Lodge	North of CSX Railroad	PD&E – Complete	Widen to 4 lanes
				Design – Complete	
				ROW – Complete	
				Construction- Underway	
2204128	Avalon Boulevard (SRC)	I-10	South of Moor's Lodge	PD&E – Complete	Widen to 4 lanes
				Design – Complete	
				ROW – Complete	
				Construction – Underway	
2186053	Nine Mile Road (ESC)	Pine Forest Road	US 29	PD&E – Complete	Widen to 4 lanes
				Design – Complete	
				ROW - Funded FY 14/15 through FY 15/16	
				Construction – Funded FY15/16	
2186054 2186057	Nine Mile Road (ESC)	I-10	Pine Forest Road	PD&E – Re-evaluation Underway	Widen to 4 lanes
				Design – Funded FY 14/15	
				ROW – Funded FY14/15 through FY 15/16	
				Construction - Funded FY15/16	
2186054 2186056	Nine Mile Road (ESC)	Beulah Road	I-10	PD&E – Re-evaluation Underway	Widen to 4 lanes
				Design – Funded FY 15/16	
				ROW – Funded FY 14/15	
				Construction – Funded FY 15/16	
4210143	Longleaf Drive (ESC)	Pine Forest Road	Wymart Road	PD&E – Complete	Widen to 4 lanes
				Design – Complete	
				ROW – Funded in FY 14/15 with local funds	
				Construction – Funded FY 16/17	

**Table 2: FY 16-20 Non-Strategic Intermodal System (Non-SIS) Project Priorities**

FDOT Item-Segment	Project Name	From	To	Improvement	Phases in <b>Green</b> are Cost Feasible with State/Federal Funds in the 2035 LRTP - <b>Red</b> phases are NOT Cost Feasible with State/Federal Funds	FY16-20 Priority Ranking
4280581	Regional ITS Plan Projects <sup>1</sup>	\$1,230,000				1
NA	Santa Rosa County (SRC)			Corridor Management Plan/Studies <sup>2</sup>	\$130,000	2
NA	US 90/98 Santa Rosa County (SRC)	Escambia County Line	Okaloosa County Line	Corridor Management Projects <sup>2</sup>	\$1,500,000	3
4217331	Public Transportation Capital Improvements <sup>3</sup>	\$300,000				4
NA	Navy Boulevard (ESC)	New Warrington Road	Pace Boulevard	Bicycle/Pedestrian Projects <sup>4</sup>	\$350,000 3 miles of sidewalks on Navy Blvd	5
4125452	Traffic Signal Coordination <sup>5</sup>	\$300,000				6

<sup>1</sup>Regional ITS Plan projects are listed in Appendix B

<sup>2</sup>Corridor Management Plan/Studies and Projects is included in Appendix A (Funding will alternate between counties at five year intervals funding will go to Santa Rosa County beginning in FY 2017-FY 2021 for Corridor Management Plan/Studies and Projects)

<sup>3</sup>Table 15 presents the Public Transportation Capital Improvements

<sup>4</sup>Table 11 presents the Bicycle and Pedestrian Projects (Funding will alternate between counties at five year intervals funding will go to Escambia County beginning in FY 2017-FY 2021)

<sup>5</sup>Traffic Signal Coordination Committee recommends signalized intersections to be studied



**Table 2: FY 16-20 Non-Strategic Intermodal System (Non-SIS) Project Priorities**

FDOT Item-Segment	Project Name	From	To	Improvement	Phases in <b>Green</b> are Cost Feasible with State/Federal Funds in the 2035 LRTP - <b>Red</b> phases are NOT Cost Feasible with State/Federal Funds	FY16-20 Priority Ranking
2186055	Nine Mile Road (ESC)	Mobile Highway	Beulah Road	Widen to 4 lanes	PD&E – Re-evaluation underway ----- Design ----- ROW ----- Construction	7
2184291	Burgess Road (ESC)	US 29	I-110 Overpass	Widen to 4 lanes	PD&E – Complete Design – Underway ROW –Funded FY 17/18 with Local funds Priority for additional local/state/federal funds <sup>1</sup> ----- Construction <sup>1</sup>	8
2204401	US 98 (SRC)	Bayshore Drive	Portside Drive	Widen to 6 lanes	PD&E – Complete Design – Complete ROW -Funded FY14/15 through FY 16/17 ----- Construction	9
4210141	Pinestead-Longleaf Connector (ESC)	Wymart	US 29	Widen to 4 lanes	PD&E – Complete Design – Underway ROW –Funded FY 18/19 with Local funds Priority for additional local/state/federal funds <sup>1</sup> ----- Construction <sup>1</sup>	10

<sup>1</sup>Phase NOT currently funded in the Transportation Improvement Program (TIP) or FDOT Five Year Work Program

**Table 2: FY 16-20 Non-Strategic Intermodal System (Non-SIS) Project Priorities**

FDOT Item-Segment	Project Name	From	To	Improvement	Phases in <b>Green</b> are Cost Feasible with State/Federal Funds in the 2035 LRTP - <b>Red</b> phases are NOT Cost Feasible with State/Federal Funds	FY16-20 Priority Ranking
4167482	SR 87 North (SRC)	CR 87A (Langley Street)	TPO Urban Boundary	Widen to 4 lanes	PD&E – Complete Design – Underway ROW Construction	11
4167484	US 90 (SRC)	Glover Lane/ Old Highway 90	SR 87 South	Widen to 4 lanes	PD&E – Underway Design <sup>1</sup> ROW Construction	12
2204361	US 90 (SRC)	Avalon Boulevard	Stewart Street	Widen to 6 lanes	PD&E – Complete Design – Complete ROW <sup>1</sup> Construction <sup>1</sup>	13
NA	Gulf Beach Highway (ESC)	Fairfield Drive	Navy Boulevard	Widen to 4 lanes	PD&E <sup>1</sup> Design <sup>1</sup> ROW Construction	14
NA	Gulf Beach Highway (ESC)	Blue Angel Parkway	Fairfield Drive	Widen to 4 lanes	PD&E <sup>1</sup> Design <sup>1</sup> ROW Construction	15

<sup>1</sup>Phase NOT currently funded in the Transportation Improvement Program (TIP) or FDOT Five Year Work Program

**Table 2: FY 16-20 Non-Strategic Intermodal System (Non-SIS) Project Priorities**

FDOT Item-Segment	Project Name	From	To	Improvement	Phases in <b>Green</b> are Cost Feasible with State/Federal Funds in the 2035 LRTP - <b>Red</b> phases are NOT Cost Feasible with State/Federal Funds	FY16-20 Priority Ranking
4210112	Sorrento Road (ESC)	Gulf Beach Highway/Innerarity Point Road	Blue Angel Parkway	Widen to 4 lanes	PD&E – Underway Design—Funded FY 13/14 with Local Funds ROW –Funded FY16/17 with Local funds Priority for additional local/state/federal funds <sup>1</sup> Construction - Cost Feasible with Local Funds Only	16
4167483	SR 87 Connector (SRC)	SR 87 South	SR 87 North	Widen to 4 lanes	PD&E – Underway Design <sup>1</sup> ROW Construction	17
NA	Main Street (PNS)	Tarragona Street	Chase Street	2 Lane Improvement	PD&E <sup>1</sup> Design <sup>1</sup> ROW – Not Required Construction <sup>1</sup>	18
NA	Main Street (PNS)	Barrancas Avenue	Baylen Street	2 Lane Improvement	PD&E <sup>1</sup> Design <sup>1</sup> ROW – Not Required Construction <sup>1</sup>	19

<sup>1</sup>Phase NOT currently funded in the Transportation Improvement Program (TIP) or FDOT Five Year Work Program

**Table 2: FY 16-20 Non-Strategic Intermodal System (Non-SIS) Project Priorities**

FDOT Item-Segment	Project Name	From	To	Improvement	Phases in <b>Green</b> are Cost Feasible with State/Federal Funds in the 2035 LRTP - <b>Red</b> phases are NOT Cost Feasible with State/Federal Funds	FY16-20 Priority Ranking
NA	US 90 (SRC)	SR 87 South	S.A. Jones Road	Widen to 4 lanes	<div>PD&amp;E<sup>1</sup></div> <div>Design</div> <div>ROW</div> <div>Construction</div>	20
NA	Express Bus Service and Maintenance (ESC/SRC)	Pensacola	Navarre	New Bus Route	n/a	21
4210121	Blue Angel Parkway (ESC)	Sorrento Road	US 98	Widen to 4 lanes	<div>PD&amp;E – Complete</div> <div>Design – Underway</div> <div>ROW – Funded FY 17/18 with Local funds. Priority for additional state/federal ROW funding<sup>1</sup></div> <div>Construction – Cost Feasible with Local and State/Federal funds<sup>1</sup>.</div>	22

<sup>1</sup>Phase NOT currently funded in the Transportation Improvement Program (TIP) or FDOT Five Year Work Program

**Table 2: FY 16-20 Non-Strategic Intermodal System (Non-SIS) Project Priorities**

FDOT Item-Segment	Project Name	From	To	Improvement	Phases in <b>Green</b> are Cost Feasible with State/Federal Funds in the 2035 LRTP - <b>Red</b> phases are NOT Cost Feasible with State/Federal Funds	FY16-20 Priority Ranking
NA	US 29 Connector (ESC)	US 90	US 29	New 4 lane facility	PD&E – Funded in FY 12/13 with Local Funds. Priority for a PD&E re-evaluation if needed Design – Cost Feasible with Local and State/Federal funds <sup>1</sup> ROW Construction	23
	<i>FDOT is currently administering a PD&amp;E Study for a new interchange at 1-10 @ Beulah Road. As this study progresses, it is the Department's intent to consider adding the Beulah Road interchange to the Strategic Intermodal System (SIS) by evaluating information obtained from the study to determine if the facility will function as a SIS corridor. If the information supports the need to add Beulah Road to the SIS, phases of the project beyond the PD&amp;E phase would be eligible for SIS funds.</i>					
2186202	Langley Avenue/Tippin Avenue/9th Avenue (ESC)	Major Intersection Improvement			PD&E – Underway Design <sup>1</sup> ROW <sup>1</sup> Construction	24
4210111	SR 292 Perdido Key Drive (ESC)	Alabama State Line	Gulf Beach Highway/ Innerarity Point Road	Widen to 4 lanes	PD&E – Underway funded and managed by FDOT Design –Funded in FY 14/15 with Local and TRIP Funds ROW –Cost Feasible with Local Funds and \$2,000,000 in State/Federal Funds <sup>1</sup> Construction – Cost Feasible with Local Funds Only	25

<sup>1</sup>Phase NOT currently funded in the Transportation Improvement Program (TIP) or FDOT Five Year Work Program

**Table 3: FY 16-20 Committed Strategic Intermodal System (SIS) Project Priorities  
Not Subject to Priority Ranking**

Construction funded in the first three years of the Transportation Improvement Program or Underway

FDOT Item-Segment	Project Name	From	To	Project Phase Status	Improvement
2204423	SR 87 (SRC)	North of Five Forks Road	Eglin AFB Boundary	PD&E – Complete	Widen to 4 Lanes
				Design – Complete	
				ROW – Complete	
				Construction – Underway	
2224771	I-10 (ESC)	Davis Highway	Scenic Highway	PD&E Study – Complete	Widen to 6 Lanes
				Design – Complete	
				ROW – Complete	
				Construction – Underway	
2204424	SR 87 (SRC)	Eglin AFB Boundary	2 miles south of the Yellow River	PD&E Study – Complete	Widen to 4 Lanes
				Design – Complete	
				ROW – Complete	
				Construction – Funded FY 14/15	
4130623	I-10 (ESC)	Escambia Bay Bridge	Avalon Boulevard	PD&E – Complete	Widen to 6 Lanes
				Design – Funded FY 14/15	
				ROW – Not Required	
				Construction – Funded FY 14/15	
2186031	US 29 (ESC)	I-10	9 1/2 Mile Road	PD&E – Complete	Widen to 6 Lanes
				Design – Complete	
				ROW – Funded 14/15 through FY 16/17	
				Construction – Funded FY 15/16	

**Table 3: FY 16-20 Committed Strategic Intermodal System (SIS) Project Priorities  
Not Subject to Priority Ranking**

Construction funded in the first three years of the Transportation Improvement Program or Underway

FDOT Item-Segment	Project Name	From	To	Project Phase Status	Improvement
2204427	SR 87 (SRC)	2 miles south of the Yellow River	CR 184	PD&E – Complete	Widen to 4 Lanes
				Design – Complete	
				ROW – Complete	
				Construction – Funded FY 15/16	

**Table 4: FY 16-20 Strategic Intermodal System (SIS) Project Priorities**

FDOT Item-Segment	Project Name	From	To	Phases in <b>Green</b> are Cost Feasible with State/Federal Funds in the 2035 LRTP - <b>Red</b> phases are NOT Cost Feasible with State/Federal Funds	Improvement	FY 16-20 Priority Ranking
2224762	I-10 (ESC)	at US 29 (SR 95) Phase I		PD&E – Complete ..... Design – Complete ..... ROW not Required ..... <b>Construction Funded in FY 17/18</b>	Modify Interchange	1
2224761	I-10 (ESC)	at US 29 (SR 95)		PD&E – Complete ..... Design – Funded FY 14/15 ..... <b>ROW<sup>1</sup></b> ..... <b>Construction<sup>1</sup></b>	Interchange	2
4331131	Beulah Road Interchange (ESC)	@ I-10 (SR 8)		<b>PD&amp;E – Underway</b> ..... <b>Design<sup>1</sup></b> ..... <b>ROW</b> ..... <b>Construction</b>	New Interchange (I-10 at Beulah Road)	3
NA	I-10 (ESC)	Pine Forest Road	US 29	<b>PD&amp;E<sup>1</sup></b> ..... <b>Design<sup>1</sup></b> ..... <b>ROW<sup>1</sup></b> ..... <b>Construction<sup>1</sup></b>	Widen to 6 Lanes	4

<sup>1</sup>Phase NOT currently funded in the Transportation Improvement Program (TIP) or FDOT Five Year Work Program



**Table 5: FY 16-20 Committed Transportation Systems Management (TSM) Project Priorities  
Not Subject to Priority Ranking**

Construction funded in the first three years of the Transportation Improvement Program or Underway

FDOT Item-Segment	Construction Scheduled	Project Description/Limits	Improvement
4276481 (ESC)	FY13/14	SR296 Beverly Pkwy @ W St Intersection	Construct Eastbound right turn lane with 125 feet of storage
NA	FY 13/14 – Push Button Project (ESC)	SR 727 (Fairfield Drive) @ SR 10A (Mobile Highway)	Extend Southbound right turn lane to 500 feet
NA	FY 13/14 – Push Button Project (ESC)	SR 727 (Fairfield Drive) @ SR 10A (Mobile Highway)	Construct Eastbound right turn lane with 200 feet of storage
4097927 (ESC)	FY 14/15	SR 292 (Gulf Beach Highway) from Merritt Street to South 3 <sup>rd</sup> Street	Add Thru Lane
4298651 (SRC)	FY 14/15	SR87 (Stewart Street) @ CR 191 (Munson Hwy)	Construct a Northbound right turn lane with 150 feet of storage
4355811 (SRC)	FY 14/15	SR 30 (US 98)@Janet Street Intersection	Construct a westbound right turn lanes with 360 feet of storage
4317861 (ESC)	FY 15/16	SR 296 (Bayou Boulevard) @ 12 <sup>th</sup> Avenue <sup>1</sup>	Construct Eastbound left turn lane with 325 feet of storage
4317871 (ESC)	FY 15/16	SR 727 (Fairfield Drive) @ North 65 <sup>th</sup> Avenue	Construct Eastbound right turn lane with 100 feet of storage
4317851 (ESC)	FY 16/17	SR 742 (Creighton Road) @ SR 289 (9 <sup>th</sup> Avenue)	Construct dual Eastbound left turn lanes with 495 feet of storage.
4317852 (ESC)	FY 16/17	SR 289 (9 <sup>th</sup> Avenue) @ SR 742 (Creighton Road)	Construct dual Northbound left turn lanes with 495 feet of storage
4334481 (ESC)	FY 16/17	SR 10A (Mobile Highway) @ Woodside Drive	Construct a Westbound left turn lane with 150 feet of storage

<sup>1</sup>The TPO approved Resolution 14-27 on June 11, 2014 to request FDOT to remove this project from the FDOT Work Program as currently designed. The TPO requested that FDOT work closely with the City of Pensacola in determining priorities for the Reallocation of project funds. Once this project is removed from the FDOT Works Program, it will be removed from the TPO's Project Priorities document.

**Table 6: FY 16-20 Transportation Systems Management (TSM) Project Priorities**

FDOT Item-Segment	FY 16-20 Priority Ranking	Major Street	Minor Street	Description	Estimated Costs
NA	1	SR 295 (New Warrington Road)	W. Jackson Street	Construct Northbound right turn lane and Southbound right turn lane on SR 295; Redesign the existing northbound and southbound left-turn lanes on SR 295; and Extend eastbound and westbound left-turn lanes on W. Jackson to provide at least 150 feet of storage	\$435,915 for CST

*Note: The TPO is actively seeking additional projects for the TSM project priority list. These projects may come from existing and future corridor studies as well as requests from the TPO or the general public.*

**Table 7: FY 16-20 Committed Transportation Alternatives Program (TAP) Project Priorities- Florida**  
**Not Subject to Priority Ranking**

Construction funded in the first three years of the Transportation Improvement Program or Underway

FDOT Item-Segment	Project Name	From	To	Description
4317011	Tiger Point Boulevard East (SRC)	US 98 (SR 30)	County Park Entrance	Construct sidewalk on the west side of Tiger Point Boulevard for .417 miles. Funded in FY 14/15
4335751	Old US 90 (SRC)	Blackwater Heritage Trail	Henry Street	Design and construction of a 6foot wide sidewalk on north side of Old Highway 90. Funded in FY 15/16

**Table 8: FY 16-20 Transportation Alternatives Program (TAP) Project Priorities - Florida**

FDOT Item-Segment	FY 16-20 Priority Ranking	Project Name	From	To	Description
4335731	1	US 98 Navarre Pedestrian Overpass (SRC)	Pedestrian Overpass to be constructed over US98 between Presidio Street and Luneta Street. Funded in FY 17-18		
4335771	2	Michigan Avenue/ Saufley Field Rd Sidewalks (ESC)	Denver Avenue	NAS Saufley Field	Project will provide a complete pedestrian facility, 5-foot sidewalks on both sides, by connecting existing sidewalks within the corridor. Distance is approximately 1.87 miles.
NA	3	Olive Road Sidewalks (East) (ESC)	Ninth Ave	Davis Hwy	Project will install sidewalks along both sides of Olive Rd in Escambia County. The project length is approximately 2.13 miles and begins at Ninth Ave (SR-289) and ends at Davis Hwy (SR-291). This project will provide a connection to existing sidewalks on Olive Rd and Davis Hwy (\$746,114).
NA	4	W Street Sidewalks (ESC)	Fairfield Dr	Scott St	Project will install sidewalks along both sides of 'W' Street in Escambia County. The project will fill sidewalk gaps in two areas. The first area begins at Fairfield Dr (SR-298) and ends at Scott St a distance of 0.41 miles. The second area begins at Buddy's Ln and ends at Navy Blvd (SR-30) a distance of 0.33 miles. The third element to this project is updating the existing curb ramps to ADA standards. This project will provide a complete sidewalk system along this arterial road. The entire project length is approximately 2.18 miles.
NA	5	Chemstrand Road Sidewalks (ESC)	Nine Mile Rd	Ten Mile Rd	Project will install sidewalks along both sides of Chemstrand Rd in Escambia County. The project length is approximately 1.0 miles and begins at Nine Mile Rd (SR-10) and ends at Ten Mile Rd. This project will provide a connection to sidewalks on Nine Mile Rd and Ten Mile Rd.
NA	6	Massachusetts Ave Sidewalks (Esc)	Hollywood Ave	Mobile Hwy	Approx. 1.6 mile sidewalk

**Table 8: FY 16-20 Transportation Alternatives Program (TAP) Project Priorities- Florida**

FDOT Item-Segment	FY 16-20 Priority Ranking	Project Name	From	To	Description
NA	7	King Middle School Sidewalks	Stewart St	Dogwood Dr	Project is located between SR87 (Stewart St) and SR89 (Dogwood Dr) with 5,945 feet of sidewalk installation. On the east side of Byrom St, north of Magnolia St, 2,640 feet of sidewalk will connect Magnolia St and Rosasco St. The 505 foot, north side of the King St sidewalk will connect SR87 (Stewart St) to Byrom St. Rosasco St is a connector between SR87 (Stewart St) and SR89 (Dogwood Dr). A 2,800 foot sidewalk will be located on the north side of Rosasco St.
NA	8	Old Bagdad Highway Sidewalk (SRC)	Avalon Blvd	Optimist Park	Design and construction of a sidewalk on the north side of Old Bagdad Highway from Avalon Blvd to entrance to Optimist Park and sidewalk on east side of Parkmore Plaza from Old Bagdad Hwy to Highway 90.
NA	9	Pace Lane (Skipper to US 90) Sidewalks (SRC)	Skipper Lane	Highway 90	Design and construction of a six foot wide sidewalk on west side of Pace Lane from Skipper Lane to Hwy 90.
NA	10	Bauer Road Paved Shoulders (ESC)	Sorrento Rd	Gulf Beach Hwy	This project will install paved shoulders along both sides of Bauer Rd in Escambia County. The project length is approximately 1.29 miles and begins at Sorrento Rd (SR-292) and ends at Gulf Beach Hwy (CR-292A). This project will connect to existing paved shoulders on Gulf Beach Hwy and will terminate at the entrance to Grand Lagoon State Park.
NA	11	Glover Lane/Hamilton Bridge Rd Sidewalk (SRC)	Project will connect sidewalks located along SR 89 and within the Whiting Pines subdivision. SR 89 is a four lane divided, principle arterial highway that runs through the City of Milton. SR 89 has a designated bicycle lane and sidewalks on both sides of the facility.		

**Table 8: FY 16-20 Transportation Alternatives Program (TAP) Project Priorities- Florida**

<b>FDOT Item-Segment</b>	<b>FY 16-20 Priority Ranking</b>	<b>Project Name</b>	<b>From</b>	<b>To</b>	<b>Description</b>
NA	12	Dog Track Road Paved Shoulders (ESC)	Hwy 98	Blue Angel Pkwy	Project will install paved shoulders along both sides of Dog Track Rd in Escambia County. The project length is approximately 2.06 miles and begins at Hwy 98 (SR-30) and ends at Blue Angel Pkwy (SR-173). This project will provide a designated bikeway on a popular loop bike route.
NA	13	Pace Lane (Skipper to Matthew) Sidewalks (SRC)	Skipper Lane	Matthew Road	Design of a six foot sidewalk from Skipper Ln to Matthew Rd.
NA	14	Henry Street Sidewalk (SRC)	Old Bagdad Hwy	Canal St	Design to extend sidewalk from Old Bagdad Hwy to Canal St.
NA	15	Hamilton Bridge Road Sidewalk	East Spencer Field Rd	Jim Dandy Lane/Crystal Creek subdivision	Design and construction of 5,500 feet of sidewalk on the north side of Hamilton Bridge Rd. from East Spencer Field to Crystal Creek subdivision.

**Table 9: FY 16-20 Transportation Alternatives Program (TAP) Project Priorities - Alabama**

<b>FY 16-20 Priority Ranking</b>	<b>Project Name</b>	<b>From</b>	<b>To</b>	<b>Description</b>
1	Neighborhood Connectivity – Phase I (BAL)	Lauder Lane, Public Works Road, Gulf Bay Road, Oak Ridge Drive and State Road 161		The construction of six foot concrete sidewalk that will tie to the existing pedestrian and bicycle facilities within the City and provide transportation alternatives for non-motorized access. Total length 19,200 LF.

**Table 10: FY 16-20 Committed Bicycle & Pedestrian Projects - Florida**

**Not Subject to Priority Ranking**

Construction funded in the first three years of the Transportation Improvement Program or Underway

<b>FDOT Item- Segment</b>	<b>Road Name</b>	<b>From</b>	<b>To</b>	<b>Mode</b>	<b>Recommended FacilityType/Improvement</b>
4257452	Navy Boulevard Alternative Sidewalk Project (2 <sup>nd</sup> Street)	Interbay Avenue	Barrancas Avenue	Bicycle	Add paved shoulders along 2 <sup>nd</sup> Street 0 Construction funded in FY 14/15
4257454	Fairfield Drive SR 727 (ESC)	69th Avenue	61st Ave	Pedestrian	Add Sidewalks (Minor Regrading) – Construction funded in FY 15/16
4257455	Old Corry Field Road (CR 295A) - Navy Blvd Alternate Bike Route (ESC)	SR 30 (US 98) Navy Boulevard	Jackson	Pedestrian	Add Sidewalks – Construction funded in FY 16/17



**Table 11: FY 16-20 Bicycle & Pedestrian Project Priorities - Florida**

<b>FDOT Item-Segment</b>	<b>FY 16-20 Priority Ranking</b>	<b>Road Name</b>	<b>From</b>	<b>To</b>	<b>Mode</b>	<b>Recommended FacilityType/Improvement</b>
NA	1	Navy Boulevard (ESC)	New Warrington Road	Pace Boulevard	Pedestrian	3 miles of sidewalks on Navy Blvd
NA	2	Davis Highway (ESC)	Fairfield Drive	Schubert Drive	Bicycle	2.785 miles, Designate bike lane if possible or re-stripe for wide outside lane
NA	3	Davis Highway(to include Alt.90 portion, sometimes referred to as 9 mile) (ESC)	Forsyth Street	Scenic Highway	Bicycle	2.462 miles, Designated Bike Lane if possible/If not, Re-stripe for wide outside lane. Conversion of un-utilized on-street parking between US90 overpass and Scenic Hwy to a designated bike lane
NA	4	9 <sup>th</sup> Avenue (ESC)	Creighton Road	Bayou Boulevard	Bicycle	2.041 miles, Designated bike lane if possible or re-stripe for wide outside lane
NA	5	9 <sup>th</sup> Avenue (ESC)	Cervantes Street	Bayfront Parkway	Bicycle	0.858 miles Designated bike lane if possible or re-stripe for wide outside lane
NA	6	Sorrento Road/ Gulf Beach Highway (ESC)	CR 297	Patton Drive	Pedestrian	3.75 miles Sidewalks both sides
NA	7	Johnson Avenue (ESC)	US 29	Olive Road	Bike	6.135 miles Paved shoulders
NA	8	Langley Avenue (ESC)	Scenic Heights Elementary School	Leesway Boulevard	Pedestrian	Medians and pedestrian crossing

**Table 11: FY 16-20 Bicycle & Pedestrian Project Priorities - Florida**

FDOT Item-Segment	FY 16-20 Priority Ranking	Road Name	From	To	Mode	Recommended FacilityType/Improvement
NA	9	US 98 Gulf Islands National Seashore Eastbound alternative route (SRC)	3 Mile Bridge	Fairpoint Drive	Bicycle	2.07 miles Paved with shoulders and signage
			Fairpoint Drive	Sunset Drive		
			Sunset Drive	Shoreline Drive		
			Shoreline Drive	US 98		
NA	10	US 98 Gulf Islands National Seashore Westbound alternative route (SRC)	McClure	Joachim		0.931 miles
			Joachim	Daniel		
			N. on Daniel / Kenilworth	Northcliff		
			Northcliff	US 98		
NA	11	Park Ave (SRC)	SR 89	Byrom Street	Pedestrian	0.505 miles sidewalks north side
			Byrom Street	SR 87	Pedestrian	0.27 miles Sidewalks south side
			SR 87	Blackwater Heritage Trail	Pedestrian	.073 miles sidewalks on both sides
NA	12	Creighton Road SR 742 (ESC)	Plantation Road	Davis Highway	Bicycle	Restripe Candidate
NA	13	Garden Street/Alcaniz SR 30 (US 98) (ESC)	Tarragona Street	Gregory Street	Bicycle	Road Diet Candidate
NA	14	12th Avenue (ESC)	Fairfield Drive	Bayou Boulevard	Bicycle	Restripe Candidate
NA	15	E Street CR 443 (ESC)	Cross Street	Texar Drive	Bicycle	Restripe Candidate
NA	16	SR 95 (US 29) (ESC)	Pace Boulevard/SR 292	Brent Lane/SR 296	Bicycle	Restripe Candidate
NA	17	Saufley Field Road CR 296 (ESC)	Muldoon Road	Mobile Highway	Bicycle	Restripe Candidate
NA	18	Gulf Beach Highway SR 292 (ESC)	Fairfield Drive/SR 727	Navy Boulevard/SR 295	Bicycle	Restripe Candidate
NA	19	9th Avenue (SR 289) (ESC)	Bayou Boulevard/SR 296	Langley Avenue	Pedestrian	Add Sidewalk (Minor Regrading)
NA	20	17th Avenue (ESC)	Bayfront Parkway	South of RR Tracks	Pedestrian	Add Sidewalk (Minor Regrading)
NA	21	Fairfield Drive (SR 295) (ESC)	New Warrington Road	"W" Street/CR 453	Pedestrian	Add Sidewalk (Minor Regrading)
NA	22	Scenic Highway SR 10A(US 90) (ESC)	Strong Street	Hyde Park Road	Pedestrian	Add Sidewalk (Minor Regrading)

**Table 11: FY 16-20 Bicycle & Pedestrian Project Priorities - Florida**

<b>FDOT Item-Segment</b>	<b>FY 16-20 Priority Ranking</b>	<b>Road Name</b>	<b>From</b>	<b>To</b>	<b>Mode</b>	<b>Recommended FacilityType/Improvement</b>
NA	23	SR 10 (US 90) (SRC)	SR 281/Avalon Boulevard	SR 87/Stewart Street	Bicycle	Restripe Candidate
NA	24	Chiefs Way (SR 294) (ESC)	SR 295/New Warrington Road	US 98/Navy Boulevard	Bicycle	Add Paved Shoulders - Minor
NA	25	Garden Street/Alcaniz SR 30 (US 98) (ESC)	Tarragona Street	Gregory Street	Pedestrian	Add Sidewalk (Minor Regrading)
NA	26	Chiefs Way (SR 294) (ESC)	SR 295/New Warrington Road	US 98/Navy Boulevard	Pedestrian	Add Sidewalk (Minor Regrading)
NA	27	Chase Street/1 Way EB (Bus US 98) (ESC)	North Palafox Street	9th Avenue	Pedestrian	Add Sidewalk (Minor Regrading)
NA	28	E Burgess Road (SR 742) (ESC)	Plantation Road	Davis Highway/SR 291	Bicycle	Add Paved Shoulders - Major
NA	29	Bayou Boulevard & Perry Avenue (ESC)	Hyde Park Road	Baldwin Avenue	Bicycle	Add Paved Shoulders - Minor
NA	30	Bayou Boulevard & Perry Avenue (ESC)	Hyde Park Road	Baldwin Avenue	Pedestrian	Add Sidewalk (Minor Regrading)
NA	31	17th Avenue (ESC)	Bayfront Parkway	South of RR Tracks	Bicycle	DCSN
NA	32	Fairfield Drive (SR 727) (ESC)	Bruce St	Mobile Highway/US 90	Bicycle	Add Paved Shoulders - Minor
NA	33	17th Avenue (ESC)	S of RR Tracks	Cervantes Street/US 90	Bicycle	DCSN
NA	34	W Burgess Road (SR 742) (ESC)	SR 95/Pensacola Boulevard	CR 95A/Old Palafox Highway	Bicycle	Add Paved Shoulders - Major
NA	35	Navy Boulevard (SR 295) (ESC)	Bayou Grande Bridge NE	SR 292/Barrancas Avenue	Pedestrian	Add Sidewalk (Minor Regrading)
NA	36	12th Avenue (ESC)	Fairfield Drive	Bayou Boulevard	Pedestrian	Add Sidewalk (Minor Regrading)
NA	37	Bayou Boulevard & Perry Avenue (ESC)	Baldwin Avenue	DuPont Drive	Bicycle	Add Paved Shoulders - Minor
NA	38	Davis Highway (SR 291) (ESC)	University Parkway	Nine Mile Road/US 90A	Pedestrian	Add Sidewalk (Minor Regrading)
NA	39	Lillian Highway (SR 298) (ESC)	Blue Angel Parkway/SR 173	Fairfield Drive/SR 727	Bicycle	Add Paved Shoulders - Major

**Table 11: FY 16-20 Bicycle & Pedestrian Project Priorities - Florida**

<b>FDOT Item-Segment</b>	<b>FY 16-20 Priority Ranking</b>	<b>Road Name</b>	<b>From</b>	<b>To</b>	<b>Mode</b>	<b>Recommended FacilityType/Improvement</b>
NA	40	9th Avenue (SR 289) (ESC)	Dunmire Street	Beau Terra Lane	Bicycle	DCSN
NA	41	Jackson Street (CR 298A) (ESC)	"W" Street	Pace Boulevard	Bicycle	Add Paved Shoulders - Minor
NA	42	Fairfield Drive (SR 727) (ESC)	Bruce Street	Mobile Highway/US 90	Pedestrian	Add Sidewalk (Minor Regrading)
NA	43	Saufley Field Road (CR 296) (ESC)	Blue Angel Parkway	Muldoon Road	Pedestrian	Add Sidewalk (Minor Regrading)
NA	44	Oriole Beach Road (SRC)	Palm Rd	US 98	Bicycle	DCSN
NA	45	Scenic Highway SR 10A(US 90) (ESC)	I-10/SR 8	Baybrook Drive	Pedestrian	Add Sidewalk (Major Regrading)
NA	46	Bayou Boulevard & Perry Avenue (ESC)	Baldwin Avenue	DuPont Drive	Pedestrian	Add Sidewalk (Minor Regrading)
NA	47	Sorrento Road (SR 292) (ESC)	Gulf Beach Highway	Doug Fort Drive	Bicycle	Add Paved Shoulders - Major
NA	48	Main Street (ESC)	Baylen Street	Tarragona Street	Bicycle	DCSN
NA	49	E Street (CR 443) (ESC)	Yonge Street	Cross Street	Bicycle	DCSN
NA	50	Fairfield Drive (SR 295) (ESC)	Davis Highway	SR 289/9th Avenue	Bicycle	DCSN
NA	51	E Burgess Road (SR 742) (ESC)	Plantation Road	Davis Highway/SR 291	Pedestrian	Add Sidewalk (Major Regrading)
NA	52	Gregory Street/1 Way WB (US 98) (ESC)	9th Street	Bayfront Parkway/Chase Street	Pedestrian	Add Sidewalk (Minor Regrading)
NA	53	Olive Road (SR 290) (ESC)	9th Avenue/SR 289	Scenic Highway/SR 10A	Pedestrian	Add Sidewalk (Minor Regrading)
NA	54	Navy Boulevard (SR 295) (ESC)	US 98	SR 295/New Warrington Road	Bicycle	DCSN
NA	55	W Street (CR 453) (ESC)	Cervantes Street	Fairfield Drive	Pedestrian	Add Sidewalk (Minor Regrading)
NA	56	Bauer Road (CR 293) (ESC)	Sorrento Road	Meadson Road	Pedestrian	Add Sidewalk (Major Regrading)
NA	57	New Warrington Road (SR 295) (ESC)	US 98/Navy Boulevard	Martha Lane	Bicycle	Add Paved Shoulders - Minor
NA	58	Mobile Highway SR 10A (US 90) (ESC)	Bellview Avenue	Pine Forest Road/CR 297	Pedestrian	Add Sidewalk (Major Regrading)

**Table 11: FY 16-20 Bicycle & Pedestrian Project Priorities - Florida**

<b>FDOT Item-Segment</b>	<b>FY 16-20 Priority Ranking</b>	<b>Road Name</b>	<b>From</b>	<b>To</b>	<b>Mode</b>	<b>Recommended FacilityType/Improvement</b>
NA	59	Sorrento Rd /Gulf Beach Hwy SR 292 (ESC)	Blue Angel Parkway/SR 173	Dog Track Road	Bicycle	Add Paved Shoulders - Major
NA	60	SR 30 (US 98) (SRC)	Fairpoint Drive	Bay Bridge Drive	Bicycle	DCSN
NA	61	Main Street (ESC)	"A" Street	Baylen Street	Pedestrian	Add Sidewalk (Minor Regrading)
NA	62	Bayou Boulevard & Perry Avenue (ESC)	Cervantes Street/US 90	Hyde Park Road	Pedestrian	Add Sidewalk (Minor Regrading)
NA	63	New Warrington Spur (SR 295) (ESC)	Martha Lane	Mobile Highway Interchange	Pedestrian	Add Sidewalk (Minor Regrading)
NA	64	Jackson Street (CR 298A) (ESC)	"W" Street	Pace Boulevard	Pedestrian	Add Sidewalk (Minor Regrading)
NA	65	SR 95 (US 29) (ESC)	Tree Street	Morris Avenue	Pedestrian	Add Sidewalk (Minor Regrading)
NA	66	Olive Road (SR 290) (ESC)	Davis Highway/SR 291	Kipling Street	Pedestrian	Add Sidewalk (Major Regrading)
NA	67	Mobile Highway SR 10A (US 90) (ESC)	Massachusetts Avenue	Saufley Field Road/CR 296	Pedestrian	Add Sidewalk (Major Regrading)
NA	68	Jackson Street(CR 298A) (ESC)	Pace Boulevard	"A" Street	Pedestrian	Add Sidewalk (Minor Regrading)
NA	69	Pensacola Beach Boulevard CR 399 (ESC)	North end of Bob Sikes Bridge	Via de Luna Drive	Pedestrian	Add Sidewalk (Minor Regrading)
NA	70	W Burgess Road (SR 742) (ESC)	SR 95/Pensacola Boulevard	CR 95A/Old Palafox Highway	Pedestrian	Add Sidewalk (Major Regrading)
NA	71	E Burgess Road (SR 742) (ESC)	Confederate Drive	Creighton Road	Pedestrian	Add Sidewalk (Major Regrading)
NA	72	Davis Highway (SR 291) (ESC)	Brent Lane/SR 296	Burgess Road/SR 742	Pedestrian	Add Sidewalk (Minor Regrading)
NA	73	Fairfield Drive (SR 727) (ESC)	65th Avenue	Bruce Street	Pedestrian	Add Sidewalk (Minor Regrading)
NA	74	E Burgess Road (SR 742) (ESC)	Sanders Street	Lanier Drive	Pedestrian	Add Sidewalk (Major Regrading)

**Table 12: FY 16-20 Committed Bicycle & Pedestrian Project Priorities – Alabama**  
**Not Subject to Priority Ranking**

Construction funded in the first three years of the Transportation Improvement Program or Underway

ALDOT Item-Segment	Road Name	From	To	Mode	Recommended FacilityType/Improvement
1000060019	CR 99 (BAL)	US 98	Spanish Cove Drive	Bicycle	Add Paved Shoulders (Minor Regrading) Funded FY 13/14
	S 7 <sup>th</sup> Street (BAL)	CR 99	Boat Ramp		
100060025 100060026	CR 99 (BAL)	Hyde Park Road	Spanish Cove Drive	Pedestrian	Add sidewalk (Minor Regrading) Funded FY 15/16

**Table 13: FY 16-20 Bicycle & Pedestrian Project Priorities – Alabama**

<b>FY 16-20 Priority Ranking</b>	<b>Road Name</b>	<b>From</b>	<b>To</b>	<b>Mode</b>	<b>Recommended FacilityType/Improvement</b>
1	SR 42 (Alabama US 98) (BAL)	Barclay Avenue	Alabama State Line	Bicycle	Add Paved Shoulders – Major Funded FY 17/18 Project # 100060029
2	CR 99 (BAL)	Carrier Drive	Spanish Cove Drive	Bicycle	Add Paved Shoulders (Major Regrading)
3	CR 99 (BAL)	CR 91	Carrier Drive	Bicycle	Add Paved Shoulders (Major Regrading)
4	SR 42 Alabama US 98 (BAL)	Hillcrest Road	Barclay Avenue	Bicycle	Add Paved Shoulders – Major
4	SR 42 Alabama US 98 (BAL)	Barclay Avenue	Alabama State Line	Pedestrian	Add Sidewalk (Major Regrading)
5	CR 99 (BAL)	Carrier Drive	Spanish Cove Drive	Pedestrian	Add Sidewalk (Major Regrading)
6	SR 42 Alabama US 98 (BAL)	SR 91 Sycamore	Hillcrest Road	Bicycle	Add Paved Shoulders – Major
7	SR 42 Alabama US 98 (BAL)	Hillcrest Road	Barclay Avenue	Pedestrian	Add Sidewalk (Major Regrading)
7	CR 91 (BAL)	CR 99	US 98	Pedestrian	Add Sidewalk (Major Regrading)

**Table 13: FY 16-20 Bicycle & Pedestrian Project Priorities –Alabama**

<b>FY 16-20 Priority Ranking</b>	<b>Road Name</b>	<b>From</b>	<b>To</b>	<b>Mode</b>	<b>Recommended FacilityType/Improvement</b>
8	SR 42 Alabama US 98 (BAL)	SR 91 Sycamore	Hillcrest Road	Pedestrian	Add Sidewalk (Major Regrading)
8	CR 99 (BAL)	CR 91	Carrier Drive	Pedestrian	Add Sidewalk (Major Regrading)



**Table 14: FY 16-20 Escambia County Area Transit and Transportation Disadvantaged Project Priorities Listed by Grant**

FDOT Item-Segment	Project Description	Funding Source	%	Proposed 2016	Proposed 2017	Proposed 2018	Proposed 2019	Proposed 2020
NA	TD Escambia Trip & Equipment	State	90	657,565	657,565	657,565	657,565	657,565
NA	TD Escambia Planning	State	100	25,297	25,297	25,297	25,297	25,297
4222571	Block Grant (Operating Assistance)	State	50	769,539	776,505	793,920	793,920	793,920
4222591	Urban Corridor Program Davis Highway Service	State	100	1,834,512	400,000	420,000	420,000	420,000
4217331	Preventative Maintenance (Enhancement STP/Flex from FHWA/Non-SIS Priority #4 )	FTA	80	300,000	300,000	300,000	300,000	300,000
4222581	Capital projects Section 5307	FTA	80	2,200,000	2,200,000	2,200,000	2,200,000	2,200,000
NA	Operating Assistance Section 5307	FTA	50	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000
4213681	Section 5311 Non-UrbanizedArea Transportation (Escambia)	State	50	180,000	180,000	180,000	180,000	180,000
4202762	Section 5309 - State of Good Repair(\$ 1,053,401 grant notice 7/18/12)	FTA	80					
4302871	Service Development (NAS - Downtown - Beach)	State	50					

**Table 14: FY 16-20 Escambia County Area Transit and Transportation Disadvantaged Project Priorities Listed by Grant**

FDOT Item-Segment	Project Description	Funding Source	%	Proposed 2016	Proposed 2017	Proposed 2018	Proposed 2019	Proposed 2020
NA	Section 5309 - Ladders of Opportunity (+ \$ 5,100,000 Toll Revenue Credits)	FTA	80	20,400,000				
NA	FTA Section 5339 - Bus & Bus Facilities	FTA	80	300,084	300,084	300,084	300,084	300,084
NA	FTA Section 5310 Enhanced Mobility for Seniors and Persons with Disabilities in Escambia County- Capital	FTA	80	360,000	360,000	360,000	360,000	360,000
NA	FTA Section 5310 Enhanced Mobility for Seniors and Persons with Disabilities Operating	FTA	50	350,000	350,000	350,000	350,000	350,000
4202762	Veterans Transportation & Community Living Initiative Grant D2012-BUSP-004 (\$222,387 grant notice 2012)	FTA	80					

**Table 15: FY 16-20 Escambia County Area Transit Project Priorities listed by Capital Improvement**

Project Name	Cost	FTA/FDOT Funding	Scope
Escambia County Transit Center	TBD	5309	New state of the art transit center
Fixed Route Bus Purchase	1,800,000	5307	Purchase (6) replacement buses for fixed route <sup>1</sup>
Paratransit Bus Purchase	1,564,000	SGR/5310/5339	Purchase (19) paratransit replacement buses <sup>2</sup>
Automatic Passenger Counters	160,000	5307	Purchase and Install automatic passenger counters on all buses
ADA Automatic Bus Enunciators	329,500	5307	Purchase and install automatic enunciator system on all buses that announces stops and will be automatically based on GPS information
Bus Shelters	90,000	5307/5339	Purchase (7) bus shelters with solar lighting.
Bus AC Replacement	75,000	5307	Purchase AC parts for continual repairs of units
Exterior Sign for Main Building Facility	30,000	5307	Purchase a new exterior sign with the updated logo for the main building facility
Transit Development Plan Major Update	225,000	5307	Transit Development Plan Major Update per Rule 14-73.001 for the Pensacola, FL-AL Urbanized Area (which includes portions of Escambia, Santa, and Baldwin Counties) to be submitted to FDOT no later than September 1, 2016
Maintenance Area Repair and Improvements	260,000	5307	Maintenance Floor resurfacing, additional lighting and fencing for improved security

<sup>1</sup> Escambia County BOCC approved the purchase of 4 replacement buses for fixed route on July 25, 2013. ECAT expects to request replacement of 2 additional fixed route buses.

<sup>2</sup> Escambia County BOCC approved to proceed with Grant Application for purchase of 15 replacement vehicles for paratransit on June 20, 2013.

**Table 16: FY 16-20 Santa Rosa County Transportation Disadvantaged Project Priorities by listed by Grant**

Project Description	Funding Source	%	Proposed 2016	Proposed 2017	Proposed 2018	Proposed 2019	Proposed 2020
TD Santa Rosa Trip & Equipment	State	90	396,395	396,395	396,395	396,395	396,395
TD Santa Rosa Planning	State	100	22,173	22,173	22,173	22,173	22,173
Section 5311 Non-Urbanized Area Transportation in Santa Rosa - Capital	State	80	167,812	167,812	167,812	167,812	167,812
FTA Section 5310 Enhanced Mobility for Seniors and Persons with Disabilities in Santa Rosa - Capital	FTA	80	150,000	150,000	150,000	150,000	150,000

**Table 17: FY 16-20 Santa Rosa County Transportation Disadvantaged Capital Project Priorities**

FY 16-20 Priority Ranking	Project Description	Estimated Cost	Funding Source	Scope
1	Paratransit Replacement Vehicles	150,000	FTA Section 5310	Purchase paratransit replacement vehicles <sup>1</sup>

<sup>1</sup> Santa Rosa County BOCC approved the purchase of 6 replacement vehicles for paratransit on October 7, 2013 through Section 5310. 2 additional paratransit vehicles were approved for purchase by the Santa Rosa County BOCC on January 9, 2014. Santa Rosa County will continue to request Section 5310 funding for vehicle replacement yearly as identified in the Santa Rosa County TDSP.

**Table 18: FY 16-20 Pensacola International Airport Aviation Project Priorities**

**2016**

Priority Ranking	FDOT Item-Segment	Description	Local	FDOT	FAA/Federal	Total
1	42030019401	Acquire Land - Air Commerce Park Phase I	307,297	921,890		1,229,187
2	TBA	Commerce Park Improvements - Phase II	307,297	921, 890		1,229,187
3	TBA	Reconstruct/Rehabilitate/Expand Cargo Apron -Construction	1,481,500	1,481,500	3,700,000	6,663,000
4	TBA	Security Fence Improvements - Construction	100,000		900,000	1,000,000
5	TBA	Loop Road Lighting Rehabilitation	35,000		665,000	700,000
6	TBA	Purchase Replacement ARFF Vehicle	35,000		665,000	700,000
7	TBA	Taxiway A & B Rehabilitation - Design	5,000		45,000	50,000
8	4054931	EA/EIS for Runway 17/35 Extension	11,450		217,550	229,000
9	TBA	Remove Old TRACON Building	50,000		950,000	1,000,000
		FY 16 Total	2,332,544	3,325,280	7,142,550	12,800,374

**Table 18: FY 16-20 Pensacola International Airport Aviation Project Priorities**

**2017**

Priority Ranking	FDOT Item-Segment	Description	Local	FDOT	FAA/Federal	Total
1	TBA	Commerce Park Improvements - Phase II	266,667	800,000		1,066,667
2	TBA	Corporate Ramp Expansion - Construction	50,000		\$450,000	500,000
3	4074361	Airfield Pavement and Lighting (LED) Rehabilitation -- Construction	7,500		142,500	150,000
4	TBA	Strengthen SW Ramp - Design	10,000		\$190,000	200,000
5	TBA	Relocate Fuel Farm - Design Phase I	20,000		380,000	400,000
6	TBA	ARFF Rehabilitation	10,000		200,000	210,000
7	TBA	Taxiway A & B Rehabilitation - Construction	500,000		4,500,000	5,000,000
8	TBA	Pave Interior Perimeter Road	24,500		465,000	490,000
9	TBA	Area-wide Wayfinding Signage	400,000			400,000
10	TBA	Runway 8/26 Pavement Rehabilitation - Design	5,000		45,000	50,000
11	TBA	Environmental Assessment for ILS at Runway 35	12,500		237,500	250,000
		FY 17 Total	1,306,167	800,000	6,610,500	8,716,667

**Table 18: FY 16-20 Pensacola International Airport Aviation Project Priorities**

**2018**

Priority Ranking	FDOT Item-Segment	Description	Local	FDOT	FAA/Federal	Total
1	TBA	Commerce Park Improvements - Phase II	1,500,000	1,500,000		3,000,000
2	TBA	Terminal Building Apron Expansion	1,500,000	1,500,000		3,000,000
3	4096971	Taxiway to the SW - Design/Construction	675,305	675,305		1,350,610
4	TBA	Relocate Fuel Farm - Construction	45,000		855,000	900,000
5	TBA	Airfield Pavement and Lighting (LED) Rehabilitation - Construction	250,000		2,250,000	2,500,000
6	TBA	Strengthen SW Ramp - Construction	500,000		4,500,000	5,000,000
7	TBA	Runway 17/35 Joint Repair	100,000		900,000	1,000,000
8	4074311	Runway 17/35 Extension - Design	37,000		703,000	740,000
9	TBA	Parallel Taxiway - Design	30,000		270,000	300,000
		FY 18 Total	4,637,305	3,675,305	9,478,000	17,790,610

**Table 18: FY 16-20 Pensacola International Airport Aviation Project Priorities**

**2019**

Priority Ranking	FDOT Item-Segment	Description	Local	FDOT	FAA/Federal	Total
1	TBA	Commerce Park Acquisitions - Phase III	\$366,666	1,100,000		1,466,666
2	TBA	Taxiway C & D Rehabilitation - Design	5,000	45,000		50,000
3	TBA	Parallel Taxiway - Construction	750,000	750,000	13,500,000	15,000,000
4	TBA	Industrial Apron - Design	30,000		270,000	300,000
5	TBA	GA Ramp Expansion - Design	30,000		570,000	600,000
		FY 19 Total	1,181,,666	1,895,000	14,340,,000	17,416,666



**Table 18: FY 16-20 Pensacola International Airport Aviation Project Priorities**

**2020**

Priority Ranking	FDOT Item-Segment	Description	Local	FDOT	FAA/Federal	Total
1	4181921	ILS/GPS Approach Runway 17/35 Extension	50,000	50,000	900,000	1,000,000
2	TBA	Runway 17/35 Extension - Construction	7,500,000	7,500,000		15,000,000
3	TBA	Industrial Apron - Construction	500,000	500,000	9,000,000	10,000,000
4	TBA	Runway 8/26 Pavement Rehabilitation - Construction	400,000	400,000	7,200,000	8,000,000
5	TBA	Relocate Helicopter Operations	85,000	85,000	1,530,000	1,700,000
6	TBA	GA Ramp Expansion - Construction	150,000	150,000	27,000,000	27,300,000
7	4160501	Parking Garage Expansion	35,000,000			35,000,000
		FY 20 Total	43,685,000	8,685,000	45,630,000	98,000,000

**Table 19: FY 16-20 Peter Prince Airport Aviation Project Priorities**

**2016**

Priority	FDOT Item-Segment	Description	Local	FDOT	FAA	Total
1	TBA	Construct Entrance/Exit Taxiways	56,800	227,200	-	284,000

**2017**

Priority	FDOT Item-Segment	Description	Local	FDOT	FAA	Total
1	TBA	Construct T-Hangars (10 units)	120,000	480,000	-	600,000

**2018**

Priority	FDOT Item-Segment	Description	Local	FDOT	FAA	Total
1	TBA	Rehabilitate West Apron Tie-Down area	-	250,000	-	250,000

**Table 19: FY 16-20 Peter Prince Airport Aviation Project Priorities**

**2019**

Priority	FDOT Item-Segment	Description	Local	FDOT	FAA	Total
1	TBA	Construct three (3) new East apron T hangar taxiways	39,000	39,000	702,000	780,000
2	TBA	Construct parking area (adjacent to existing east apron)	13,600	54,000	-	67,600

**2020**

Priority	FDOT Item-Segment	Description	Local	FDOT	FAA	Total
1	TBA	Construct T Hangar (20 Units) & Apron	356,600	1,426,400	-	1,783,000

**Table 20: FY 16-20 Port of Pensacola Seaport Project Priorities**

**2016**

<b>Project Priority</b>	<b>Project Description</b>	<b>FSTED &amp; FLAPG</b>	<b>FSTED</b>	<b>CITY</b>	<b>Estimated Cost</b>
1	Pensacola Downtown Ferry Landing	1,500,000			1,500,000

**2017**

<b>Project Priority</b>	<b>Project Description</b>	<b>FSTED &amp; FLAPG</b>	<b>FSTED</b>	<b>CITY</b>	<b>Estimated Cost</b>
1	Pensacola Downtown Ferry Landing	500,000			500,000
2	Site Improvements – Resurfacing of on-port roadways, laydown areas & berth aprons		125,000	125,000	250,000

**2018**

<b>Project Priority</b>	<b>Project Description</b>	<b>FSTED &amp; FLAPG</b>	<b>FSTED</b>	<b>CITY</b>	<b>Estimated Cost</b>
1	Site Improvements – Resurfacing of on-port roadways, laydown areas & berth aprons		1,500,000	1,500,000	3,000,000

FSTED = Florida Seaport Transportation Economic Development Council

FLAPG = Florida Land Access Program Grant

Please note the city share is estimated. Exact Cost to be determined.

**Table 20: FY 16-20 Port of Pensacola Seaport Project Priorities**

**2019**

<b>Project Priority</b>	<b>Project Description</b>	<b>FSTED &amp; FLAPG</b>	<b>FSTED</b>	<b>CITY</b>	<b>Estimated Cost</b>
1	Site Improvements – Resurfacing of on-port roadways, laydown areas & berth aprons		375,000	375,000	750,000
2	Berth 5 Rehabilitation		375,000	125,000	500,000

**2020**

<b>Project Priority</b>	<b>Project Description</b>	<b>FSTED &amp; FLAPG</b>	<b>FSTED</b>	<b>CITY</b>	<b>Estimated Cost</b>
1	Berth 5 Rehabilitation		1,875,000	625,000	2,500,000
2	East Pier Expansion Planning (Multi-year phased project will extend beyond 2020)		250,000	250,000	500,000

FSTED = Florida Seaport Transportation Economic Development Council

FLAPG = Florida Land Access Program Grant

Please note the city share is estimated. Exact Cost to be determined

**Table 21: FY 16-20 Locally Funded Capacity Projects  
Not Subject to Priority Ranking**

Project Name	From	To	Phases Cost Feasible with Local Funds	Improvement
Berryhill Road (SRC)*	Five Points Intersection	West Spencer Field Road	Design	Widen to 4 lanes
			ROW	
			Construction	
Woodbine Road (SRC)*	US 90	Five Points Intersection	Construction	Widen to 4 lanes and intersection improvement/realignment
E. Spencer Field Rd (SRC)*	US 90	S. Spencer Field Rd.	Construction	Widen to 4 lanes
Bell Lane (SRC)*	Sterling Way	US 90	Construction	Widen to 4 lanes
Sterling Way (SRC)*	Bell Lane	Avalon Boulevard	Construction	Widen to 4 lanes
Blue Angel Parkway (SR 173) (ESC)	Sorrento Road	US 98	ROW - Funded FY 17/18 with Local Funds	Widen to 4 lanes
			Construction	
Pinestead-Longleaf Connector (ESC)	Wymart	US 29	ROW - Funded FY 18/19 with Local Funds	Widen to 4 lanes
			Construction	
Sorrento Road (ESC)	Gulf Beach Highway/Innerarity Point Road	Blue Angel Parkway	Design Funded FY 13/14 with Local Funds	Widen to 4 lanes
			ROW - Funded FY 16/17 with Local funds. Priority for additional state/federal ROW funding	
			Construction	

\*Santa Rosa County has requested these projects be removed from the TIP. As the projects remain in the adopted LRTP, they will remain on this list until the LRTP is amended to remove them.

**Table 21: FY 16-20 Locally Funded Capacity Projects  
Not Subject to Priority Ranking**

Project Name	From	To	Phases Cost Feasible with Local Funds	Improvement
Burgess Road (ESC)	US 29	I-110 Overpass	ROW – Funded in FY 17/18 with Local Funds	Widen to 4 lanes
US 29 Connector (ESC) <sup>1</sup>	US 90	US 29	PD&E –Underway funded with Local Funds. Priority for a PD&E re-evaluation if needed	New 4 lane facility
			Design– Cost Feasible with Local and State/Federal funds	
			<i>FDOT is currently administering a PD&amp;E Study for a new interchange at 1-10 @ Beulah Road. As this study progresses, it is the Department's intent to consider adding the Beulah Road interchange to the Strategic Intermodal System (SIS) by evaluating information obtained from the study to determine if the facility will function as a SIS corridor. If the information supports the need to add Beulah Road to the SIS, phases of the project beyond the PD&amp;E phase would be eligible for SIS funds.</i>	
Langley Avenue/Tippin Avenue/9th Avenue (ESC)			PD&E Study – Underway	Major Intersection Improvement/realignment
SR 292 Perdido Key Drive (ESC)	Alabama State Line	Gulf Beach Highway/Innerarity Point Road	PD&E – Underway funded and managed by FDOT.	Widen to 4 lanes
			Design - Funded FY 14/15 with Local and TRIP Funds	
			ROW –Cost Feasible with Local Funds and \$2,000,000 in State/Federal Funds Construction	

<sup>1</sup> The PD&E Study for the Beulah Road Interchange is funded under project #4331131 with state and federal SIS funds.

**Table 22: FY 16-20 Potential Toll Project Priorities  
Not Subject to Priority Ranking**

Project Name	From	To	Project/Phase Status	Improvement
New Pensacola Bay Crossing (ESC/SRC)	Pensacola	Gulf Breeze	NA	New 4 lane toll bridge
Eglin AFB/Hurlburt Field (SRC)	Bypass		Initial toll feasibility study was completed and determined project was not toll feasible at the present time.	4 lanes of new capacity



**Table 23: FY 16-20 Bridge Replacement Project Priorities**  
**Not Subject to Priority Ranking**

Project Name	From	To	Phases in <b>Green</b> are Cost Feasible with State/Federal Funds in the 2035 LRTP - <b>Red</b> phases are NOT Cost Feasible with State/Federal Funds	Improvement
US98 (SR 30) Phillip D. Beall Bridge (ESC/SRC)	Pensacola	Gulf Breeze	PD&E Study –Underway Project # 4093341	Replacement of existing bridge with a 6 lane facility
			Design –Funded in FY 16/17 Project #4093341	
			ROW –Funded in FY 14/15-15/16 Project # 4093341	
			Construction –Funded in FY 16/17 Project # 4093341	

## **Appendix A – Corridor Management Plans**

### FY 16-20 Corridor Management Studies and Projects List

Project Description	Project Name	From	To
\$130,000 Annually for Corridor Management Plans/Studies	(1) West Cervantes Street (ESC)	A Street west	City Limit
	(2) Cervantes Street/Scenic Highway (ESC)	Bayou Texar Bridge	E Gonzalez Street
	(3) Detroit Avenue/Johnson Avenue (ESC)	Pine Forest Road	Cody Lane
	(4) Brent Lane/Bayou Boulevard (ESC)	Davis Highway	East of 12 <sup>th</sup> Avenue
\$1,500,000 Annually for Corridor Management Projects (Funding will alternate between counties at five year intervals funding will go to Santa Rosa County beginning in 2017)	<b><i>FY 17-FY 21, funding is programmed in Santa Rosa County for implementation of projects on US 98 and US 90</i></b>		
	(1) Olive Road (ESC)	Old Palafox Highway	Scenic Highway
	(2) Gulf Beach Highway (ESC)	Navy Boulevard	Blue Angel Parkway
	(3) Fairfield Drive (ESC)	Mobile Highway	Lillian Highway
	(4) Main Street (ESC)	Barrancas Avenue	Clubbs Street
	(5) Old Palafox Highway (ESC)	US 29	Nine Mile Road
	(6) US90 (SRC)	Glover Lane	SR 87S

## **Appendix B – Regional Intelligent Transportation System (ITS) Plan Projects**

ITS consists of a wide variety of applications intended to improve the safety and mobility of the traveling public, while enabling organizations responsible for providing transportation facilities and services to do so more efficiently. ITS is only a part of the solution to resolving current transport issues when the existing road infrastructure is insufficient for the amount of transportation demand causing congestion, growing accident rates, and environmental pollution.

While expanding roadway infrastructure is the traditional solution, this approach is becoming more difficult to apply in urbanized areas due to huge investments in right of way and environmental risks. ITS can be an efficient way of resolving these matters:

- Traffic signal control system improves traffic flow and safety.
- Transit signal priority systems can ease the travel of buses or light-rail vehicles traveling arterial corridors and improve on-time performance.
- Signal preemption for emergency vehicles enhances the safety of emergency responders, reducing the likelihood of crashes while improving response times.
- Advanced signal systems include coordinated signal operations across neighboring jurisdictions, as well as centralized control of traffic signals which may include some necessary technologies for the later development of adaptive signal control.
- Pedestrian detectors, specialized signal heads, and bicycle-actuated signals can improve the safety of all road users at signalized intersections.
- Arterial management systems with unique operating schemes can also smooth traffic flow during special events and incidents.

Escambia County has numerous signalized intersections and roadway corridors that could benefit from ITS expansion. The City of Pensacola and Escambia County both require a TMC to monitor and operate their ITS components. Installing CCTV cameras and additional buried fiber cable for coordination of signals can be controlled by the new TMC. The cost-effective approach would be for both agencies to share a TMC. This would also allow for efficient communication between the agencies. This is a trend that is growing around the country. Note that the future ITS map indicates fiber cable extending to some locations where signalized intersections are not present. This cable is being proposed by the county for connections to other county facilities, schools and colleges. Escambia County has an Emergency Operations Center (EOC) to which these ITS devices can also benefit. The video from the cameras and the information from the weather station can be sent to the EOC, along with the ability to disseminate messages to the DMS on the highways.

Two (2) additional technicians would be recommended for the proposed ITS needs.

Installation of fiber optic cables along US 98 corridor and CCTV cameras at the signalized intersections in the unincorporated community of Lillian in Southwest Baldwin County, Alabama is recommended. These cameras/signals can be monitored by a small TMC. No additional technicians is required for the proposed ITS needs in this portion of Baldwin County.

The FDOT is funding a study that will further refine the 2010 Regional ITS Plan projects listed below.

The following table presents the ITS needs for the Florida-Alabama TPO area as identified in the Regional ITS Plan.

### Regional ITS Plan Projects

Project	Unit	County
Fiber Optic Cable and Conduit	1,275,602 Linear Feet	Escambia
Fiber Optic Cable and Conduit	240,416 Linear Feet	Santa Rosa
Fiber Optic Cable and Conduit	56,321 Linear Feet	Baldwin
CCTV Cameras	63	Escambia
CCTV Cameras	29	Santa Rosa
CCTV Cameras	5	Baldwin
Dynamic Message Signs	4	Escambia
Dynamic Message Signs	4	Santa Rosa
Traffic Management Center (TMC)	1	Escambia
Small office TMC	1	Santa Rosa
Video Detection	3	Santa Rosa

*Source: Regional Intelligent Transportation Systems (ITS) Plan- September 2010*

The Regional ITS Plan may be viewed here: <http://70.167.229.112/Final%20Regional%20ITS%20Plan%20Adopted%209-2010.pdf>

## **Appendix C – Evaluation Criteria**

## **2035 LONG RANGE TRANSPORTATION PLAN CAPACITY PROJECT EVALUATION CRITERIA**

### **Project Status (weight 15)**

- Project Scheduled for Construction in the Five Year Work Program /Capital Improvement Program or Project Scheduled for Right-of-Way or Design in First three years of Work Program  
**(Committed Project in Long Range Plan not subject priority ranking)**
- Right-of-Way scheduled in 4<sup>th</sup> or 5<sup>th</sup> year of Work Program 3 points
- Final Design scheduled in 4<sup>th</sup> or 5<sup>th</sup> year of Year Work Program 2 points
- Project Development and Environmental Study (PD&E), Completed, underway, or scheduled in the 5 Year Work Program 1 point
- No Project Phases scheduled 0 points

Source: DOT Five Year Work Program and Local Government Capital Improvement Program  
Related Objectives: C.2 and E.1

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### **Level of Service**

#### **A. Existing Level of Service based on TPO's Congestion Management System (weight 15)**

- Level of Service E or F 3 points
- Level of Service D 2 points
- Level of Service C 1 point
- Level of Service A or B 0 points

#### **B. Future Level of Service in 2035 for all project in the Needs Assessment (weight 10)**

- Level of Service A, B, or C 3 points
- Level of Service D 2 points
- Level of Service E 1 point
- Level of Service F 0 points

Source: Florida-Alabama TPO and PBS&J  
Related Objectives: A.8, C.4 and E.1

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**Hurricane Evacuation (weight 10)**

- Hurricane Evacuation Route 3 points
- Not an Hurricane Evacuation Route 0 points

Source: Northwest Florida Hurricane Evacuation Restudy

Related Objectives: G.4 and G.5

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**Total Project Cost (weight 10)**

- Less than \$15,000,000 3 points
- \$15,000,000 to Less than \$30,000,000 2 points
- \$30,000,000 to Less than \$60,000,000 1 point
- \$60,000,000 or Greater 0 points

Source: DOT Project Cost Estimates

Related Objectives: C.7

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**Project Cost Sharing (Weight 10)**

- 50% or more of project cost is included in local government funded Five Year Capital Improvements Program 3 points
- 25% to less than 50% of project cost is included in local government funded Five Year Capital Improvements Program 2 points
- 15% to less than 25% of project cost is included in local government funded Five Year Capital Improvements Program 1 point
- 0 to less than 15% of project cost is included in local government funded Five Year Capital Improvements Program 0 points

Source: Local Governments Capital Improvement Program.

Related Objectives: C.6

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**Project Environmental/Social Impacts (Weight 10)**

- Project has gone through Project Development and Environmental Study and/or Efficient Transportation Decision Making review, which includes social and community impacts, and has no impacts or impacts are addressed 3 points
- Project has moderate impacts 2 points
- Project has substantial impacts 1 points
- Project has impacts of potential dispute 0 points

Source: Efficient Transportation Decision Making Process.

Related Objectives: D.4, D.6

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**Economic Development and Freight Movement (Weight 10)**

- Project provides a direct connection to long term employment center (airports, industrial parks, tourist centers, military installations, and major economic activity centers identified in the Regional Freight Network Plan) 3 points
- Project provides regional connection to facilitate freight movement (Strategic Intermodal System, Regional Significant Facilities, and “Highways of Commerce” identified in the Regional Freight Network Plan) 2 points
- Project provides a connector to employment or freight routes listed above 1 point
- Project does not directly Facilitate Economic Development or Freight Movement 0 points

Source: SIS and Northwest Florida Regional TPO

Related Objectives: A.2, A.4, A.5, A.8, A.10, E.5, E.6, E.7, F.4, F.7, and F.8

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### **Defense Access Route or Regionally Significant Facility that Crosses County and/or State Boundary (Weight 10)**

- Project on Defense Access Route or Regionally Significant Facility 3 points
- Project not on Defense Access Route or Regionally Significant Facility 0 points

Source: DOT, Strategic Highway Network (STRAHNET), and Northwest Florida Regional TPO

Related Objectives: A.6., A.7, A.10, D.8, and E.7

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**Notes:** (a) The maximum points a project can have in any one category is 3.

(b) The maximum total points a project can receive is **300** points:

<b>Project Status</b>	3*15 =45
<b>Level of Service (Existing CMP)</b>	3*15 =45
<b>Level of Service (2035 Needs Assessment)</b>	3*10 =30
<b>Hurricane Evacuation</b>	3*10 =30
<b>Project Cost</b>	3*10 =30
<b>Project Cost Sharing</b>	3*10 =30
<b>Environmental/Social Impacts</b>	3*10 =30
<b>Economic Development and Freight Movement</b>	3*10 =30
<b>Defense Access Route</b>	3*10 =30
<b>Maximum Total Points</b>	<b>300</b>

(c) The Florida-Alabama TPO has final authority to select the projects for inclusion in the Cost Feasible Plan and to rank them in the Project Priorities.

### **Transportation Systems Management (TSM) Priority Selection Criteria**

<b><u>CRITERIA</u></b>	<b><u>SCORE</u></b>
A. Level of Service Issue Addressed	
Current Deficiency	5 Points
2010 Deficiency	3 Points
2015 Deficiency	1 Point
Not Deficient	0 Points
B. Regionally Significant Roadway	
Yes	2 Points
No	1 Point
C. Crash Rate	
Safety Ratio Greater than 2.00	3 Points
Safety Ratio from 1.00 to 2.00	2 Points
Safety Ratio less than 1.00	1 Point
D. Has an Existing TPO Priority	
Yes	2 Points
No	1 Point

<b>CRITERIA</b>	<b>SCORE</b>
E. Local Project Support	
High	5 Points
Medium	4 Points
Low	3 Points
F. Significant Freight Corridor	
Designated NHS Intermodal Connector of Truck Traffic is greater than 10% of the AADT	3 Points
Truck Traffic is between 8-10% of the AADT	2 Points
Truck Traffic is between 5-7.99% of the AADT	1 Point

## **Transportation Alternatives Program (TAP) Project Priority Selection Criteria**

- 1.) **Safety:** Makes significant safety improvements for at least one mode of non-motorized transportation. Maximum points will be given to projects that improve safety for bicyclists and pedestrians in major corridors where there have been pedestrian deaths and injuries in recent years, based on latest available data:

### **Weighting: 25**

Low crash corridor = < 3 car/pedestrian incidents from past 5 years	<b>0 Points</b>
Moderate crash corridor = 3-10 car/pedestrian incidents from past 5 years	<b>0.5 Points</b>
High crash corridor = >10 car/pedestrian incidents from past 5 years	<b>1 Point</b>

- 2.) **Age of Project:** Historic projects will be given preference, to ensure continuity between current Transportation Alternative programming and past Transportation Enhancements programming.

### **Weighting: 1-5**

New Project	<b>0 Points</b>
Existing Project = 1 point per year on TE or TAP list, capped at 5	<b>1 Point</b>

**3.) Location Efficiency:** Project makes significant improvements to a facility in proximity to a medium-to-high density or intensity land use; project is in a municipal city center, historic pedestrian-scaled neighborhood, or otherwise important commercial corridor; project serves multiple destinations, allowing residents and/or tourists to access essential and leisure goods and services without using an automobile. Destinations can include retail stores, restaurants, pharmacies, churches, community centers, libraries, bars, employment centers, and virtually any commercial establishment whereby business or social interactions are conducted.

**Weighting: 20**

No destinations served = 0 destinations	<b>0 Points</b>
Some destinations served = 1-5 destinations	<b>0.5 Points</b>
Many destinations served = >5 destinations	<b>1 Point</b>

**4.) Proximity to Transit:** Project is proximate to a transit stop, allowing intermodal connections between bike/ped and transit.

**Weighting: 10**

No transit within ½ mile of project	<b>0 Points</b>
Project within ½ mile of transit stop	<b>0.5 Points</b>
Project within ¼ mile of transit stop	<b>1 Point</b>

**5.) Connectivity:** Project connects existing bicycle/pedestrian facilities, connecting the system and providing on-motorized facilities on key corridors.

**Weighting: 10**

Does not connect to existing bike/ped facilities	<b>0 Points</b>
Connects on one end to existing bike/ped facility	<b>0.5 Points</b>
Connects on both ends to existing bike/ped facility	<b>1 Point</b>

**6.) Public Support:** Documented support can be in the form of resolutions, letters, petitions, and minutes of public record. Supporting documents can be gathered and submitted by public officials, neighborhood associations, homeowners associations, non-profit agencies, or other community-based organizations. Criteria threshold are as follows:

**Weighting: 20**

No demonstrated support beyond local government sponsor resolution	<b>0 Points</b>
Moderate Support = Two (2) resolutions of support from local governments <i>or</i> 1 local government resolution + letter of support from community organization <i>or</i> 100 signatures.	<b>0.5 Points</b>
Wide Support = Two (2) resolutions of support from local governments + 2 letters of support from community organization <i>and</i> 100 signatures.	<b>1 Point</b>



**7.) Proximity to School:** Projects within 0-2 mile radius of a school receive special preference, as they combine safety goals with connectivity and educational goals.

**Weighting: 10**

Project > 1 Mile from a school	<b>0 Points</b>
Project within 1 mile of a school	<b>0.5 Points</b>
Project within ½ mile of a school	<b>1 Point</b>

As seen in the spreadsheet, points are awarded based on a 0, 0.5 and 1 system. For example, if a project is within ½ mile of a school, it will receive 1 point x 10 weighting = 10 points. Maximum points for any project is 100.

It is in the best interest of the applicant/sponsor to continue to pursue alternate sources of funding for their projects in the interim. If other funding sources are identified and secured, please advise our staff so this can be noted.

### **Bicycle/Pedestrian Plan Project Priority Selection Criteria**

A Benefit-Cost Index was calculated for all segments except those identified either as having an existing facility or as meeting the target level of service; these segments were filtered out of the prioritization process to help focus improvements where they are most needed. TPO staff, with input from the Bicycle/Pedestrian Advisory Committee and the consulting team, established a benefit weighting system of 40% for existing conditions, 40% for potential demand, and 20% for public input/prior plans. Accordingly, the Benefit-Cost Index equation is  **$(0.4*LOS + 0.4*Demand + 0.2*Input/Plans) / Cost\ per\ Mile$** . These results were then multiplied by 1,000 to convert them to a more reasonable scale.

## **Appendix D – Resolution FL-AL 14-32**

## RESOLUTION FL-AL 14-32

### A RESOLUTION OF THE FLORIDA-ALABAMA TRANSPORTATION PLANNING ORGANIZATION ADOPTING THE FY 2016-2020 PROJECT PRIORITIES

**WHEREAS**, the Florida-Alabama Transportation Planning Organization (TPO) is the organization designated by the Governors of Florida and Alabama as being responsible, together with the States of Florida and Alabama, for carrying out the continuing, cooperative and comprehensive transportation planning process for the Florida-Alabama TPO Planning Area; and

**WHEREAS**, the Transportation Improvement Program (TIP) is adopted annually by the TPO and submitted to the Governor of the State of Florida and the Governor of the State of Alabama, to the Federal Transit Administration, and through the State of Alabama and State of Florida to the Federal Highway Administration; and

**WHEREAS**, public workshops were held on July 8 and 10, 2014 and a TPO and advisory committees public workshop were held on July 16, 2014; and

**WHEREAS**, the initial step in the development of the TIP is for the TPO to submit its transportation project priorities for all modes of travel to the Florida Department of Transportation prior to October 1 each year; and

**WHEREAS**, the project priorities document is also submitted annually to the Alabama Department of Transportation (ALDOT) even though it is considered part of the Transportation Improvement Program which ALDOT only requires every four years;

**NOW, THEREFORE, BE IT RESOLVED BY THE FLORIDA-ALABAMA TRANSPORTATION PLANNING ORGANIZATION THAT:**

The TPO adopts the FY2016-2020 Project Priorities, with any changes that may have been presented.

Passed and duly adopted by the Florida- Alabama Transportation Planning Organization on this 10<sup>th</sup> day of September 2014.

FLORIDA- ALABAMA TRANSPORTATION  
PLANNING ORGANIZATION

BY: 

Charles Bare, Chairman

ATTEST: 

## **Appendix E – Resolution FL-AL 14-38**

## RESOLUTION FL-AL 14-38

### A RESOLUTION OF THE FLORIDA-ALABAMA TRANSPORTATION PLANNING ORGANIZATION TO AMEND THE FY 2016-2020 PROJECT PRIORITIES

**WHEREAS**, the Florida-Alabama Transportation Planning Organization (TPO) is the organization designated by the Governors of Florida and Alabama as being responsible, together with the States of Florida and Alabama, for carrying out the continuing, cooperative and comprehensive transportation planning process for the Florida-Alabama TPO Planning Area; and

**WHEREAS**, the Transportation Improvement Program (TIP) is adopted annually by the TPO and submitted to the Governor of the State of Florida and the Governor of the State of Alabama, to the Federal Transit Administration, and through the State of Alabama and State of Florida to the Federal Highway Administration; and

**WHEREAS**, the initial step in the development of the TIP is for the TPO to submit its transportation project priorities for all modes of travel to the Florida Department of Transportation prior to October 1 each year;

**NOW, THEREFORE, BE IT RESOLVED BY THE FLORIDA-ALABAMA TRANSPORTATION PLANNING ORGANIZATION THAT:**

The TPO amends the FY2016-2020 Project Priorities for the Pensacola International Airport as follows:

- adding one new priority in FY 2016 and re-rank of some existing priorities in FY 2016;
- adding one new priority in FY 2018 and re-rank of some existing priorities in FY 2018;
- move priority #2 from FY 2019 to priority #2 in FY 2018 with funding changes, move priority #5 in FY 2019 to priority #5 in FY 2020 with funding changes, move priority #6 in FY 2019 to priority #4 in FY 2020 with funding changes, move #8 from FY 2019 to priority #3 in FY 2018, deleting priority #7 in FY 2019, and re-rank some existing priorities in FY 2019; and
- funding changes to priority #2 in FY 2020, move priority #3 in FY 2020 to priority #3 in FY 2019, move priority #5 in FY 2020 to priority #2 in FY 2019, funding changes to priority #6 in FY 2020, and re-rank of some existing priorities.

Passed and duly adopted by the Florida- Alabama Transportation Planning Organization on this 10th day of December 2014.

FLORIDA-ALABAMA TRANSPORTATION  
PLANNING ORGANIZATION

BY:   
Charles Bare, Chairman

ATTEST: 

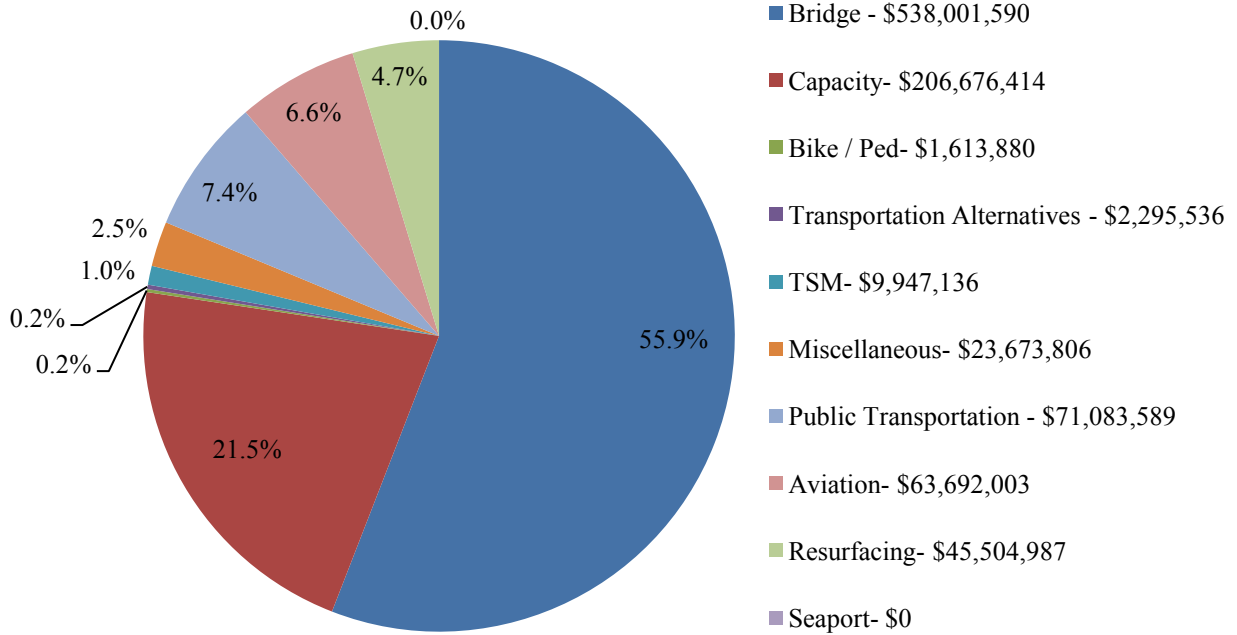
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**H p c p e k n U w o o c t l g u ' c p f ' E j c t v u**

# Gu'ko c'v'gf 'Hw'pf l'pi 'C'm'q'ec'v'k'q'p'd{' 'R't'q'l'g'ev'V{' r'g' h'q't 'H'k'ue'c'n'l' g'c't '4238't'q'4242''

Total Estimated Allocations  
\$962,488,941\*



\*Total Estimated Allocations includes funding from FDOT, ALDOT, and Local Governments



County: Escambia  
 CTC: Pensacola Bay Transportation  
 Contact: Bryan Seibt  
 3100 McCormick Street  
 Pensacola, FL 32514  
 850-476-8130  
 Email: [gm@pensacolabaytransportation.com](mailto:gm@pensacolabaytransportation.com)

Demographics	Number
Total County Population	305,817
Potential TD Population	124,353
UDPHC	2,355



Trips By Type of Service	2012	2013	2014
Fixed Route (FR)	70,882	52,474	17,428
Deviated FR	0	0	0
Ambulatory	105,574	113,684	106,679
Non-Ambulatory	41,322	38,365	38,346
Stretcher	201	319	300
School Board	0	0	0
<b>TOTAL TRIPS</b>	<b>217,979</b>	<b>204,842</b>	<b>162,753</b>

#### Passenger Trips By Trip Purpose

Medical	53,307	55,433	39,410
Employment	100,142	82,665	35,814
Ed/Train/DayCare	4,894	5,387	2,214
Nutritional	1,433	1,831	816
Life-Sustaining/Other	58,203	59,526	84,499
<b>TOTAL TRIPS</b>	<b>217,979</b>	<b>204,842</b>	<b>162,753</b>

#### Passenger Trips By Funding Source

CTD	20,932	21,965	23,872
AHCA	67,651	68,439	67,328
APD	1,819	3,057	2,491
DOEA	8,815	8,487	7,296
DOE	908	675	847
Other	117,854	102,219	60,919
<b>TOTAL TRIPS</b>	<b>217,979</b>	<b>204,842</b>	<b>162,753</b>

Vehicle Data	2012	2013	2014
Vehicle Miles	1,588,782	1,458,507	1,838,837
Revenue Miles	1,155,403	1,257,532	1,638,562
Roadcalls	90	103	97
Accidents	6	14	11
Vehicles	29	26	26
Driver Hours	79,653	82,715	86,008

#### Financial and General Data

Expenses	\$3,379,882	\$3,488,679	\$3,390,520
Revenues	\$3,320,400	\$3,427,854	\$3,173,104
Commendations	13	7	8
Complaints	27	45	37
Passenger No-Shows	5,204	4,655	4,486
Unmet Trip Requests	1,213	850	562

#### Performance Measures

Accidents per 100,000 Miles	0.38	0.96	0.60
Miles between Roadcalls	17,653	14,160	18,957
Avg. Trips per Driver Hour	1.85	1.84	1.69
Avg. Trips per Para Pass.	65.76	65.31	66.63
Cost per Trip	15.51	17.03	20.83
Cost per Paratransit Trip	22.17	22.17	22.95
Cost per Driver Hour	40.94	40.84	38.78
Cost per Total Mile	2.05	2.32	1.81

County: Santa Rosa  
 CTC: Pensacola Bay Transportation  
 Contact: Bryan Seibt  
 3100 McCormick Street  
 Pensacola, FL 32514  
 850-476-8130  
 Email: [gm@pensacolabaytransportation.com](mailto:gm@pensacolabaytransportation.com)

Demographics	Number
Total County Population	161,096
Potential TD Population	52,439
UDPHC	393



Trips By Type of Service	2012	2013	2014
Fixed Route (FR)	18,934	17,491	5,809
Deviated FR	0	0	0
Ambulatory	23,819	23,357	27,396
Non-Ambulatory	7,197	6,631	6,357
Stretcher	0	4	4
School Board	0	0	0
<b>TOTAL TRIPS</b>	<b>49,950</b>	<b>47,483</b>	<b>39,566</b>

#### Passenger Trips By Trip Purpose

Medical	10,429	9,830	9,557
Employment	25,268	22,985	10,992
Ed/Train/DayCare	357	32	9
Nutritional	2	9	2
Life-Sustaining/Other	13,894	14,627	19,006
<b>TOTAL TRIPS</b>	<b>49,950</b>	<b>47,483</b>	<b>39,566</b>

#### Passenger Trips By Funding Source

CTD	11,392	10,230	14,217
AHCA	9,523	10,169	9,536
APD	6,218	7,144	6,694
DOEA	0	0	0
DOE	393	52	182
Other	22,424	19,888	8,937
<b>TOTAL TRIPS</b>	<b>49,950</b>	<b>47,483</b>	<b>39,566</b>

Vehicle Data	2012	2013	2014
Vehicle Miles	420,941	438,178	485,158
Revenue Miles	347,591	352,778	406,654
Roadcalls	5	10	14
Accidents	0	2	1
Vehicles	9	10	10
Driver Hours	19,711	26,085	20,704

#### Financial and General Data

Expenses	\$692,551	\$727,783	\$761,297
Revenues	\$844,210	\$894,305	\$965,650
Commendations	0	1	1
Complaints	1	6	5
Passenger No-Shows	762	795	1,008
Unmet Trip Requests	745	327	135

#### Performance Measures

Accidents per 100,000 Miles	0.00	0.46	0.21
Miles between Roadcalls	84,188	43,818	34,654
Avg. Trips per Driver Hour	1.57	1.15	1.63
Avg. Trips per Para Pass.	97.53	85.45	101.37
Cost per Trip	13.86	15.33	19.24
Cost per Paratransit Trip	21.26	23.10	22.04
Cost per Driver Hour	33.45	26.56	35.93
Cost per Total Mile	1.57	1.58	1.53

## **Appendix H**

### **Department of Economic Opportunity Letter of Consistency**

**Rick Scott**  
GOVERNOR



**Jesse Panuccio**  
EXECUTIVE DIRECTOR

June 26, 2015

The Honorable Charles Bare, Chairman  
Florida-Alabama Transportation Planning Organization  
4081 East Olive Road, Suite A  
Pensacola, Florida 32514

Dear Chairman Bare:

Thank you for submitting the Florida-Alabama Transportation Planning Organization (TPO) Transportation Improvement Program (TIP) for fiscal years 2015/2016 through 2019/2020. In accordance with Section 339.175(8)(g), Florida Statutes, the Department of Economic Opportunity (Department) reviews each Metropolitan Planning Organization's annual TIP for consistency with the comprehensive plans of affected local governments for the purpose of identifying projects that are inconsistent with those plans.

Consistency between the TIP and local government comprehensive plans is important: transportation projects developed with federal aid require consistency with local plans to the extent feasible; and, inclusion of TIP projects in local government comprehensive plans serves as an acknowledgement of those local governments' support for the projects.

Our review determined that the TIP is consistent with the comprehensive plans of all of the TPO's member local governments with the following exceptions:

- FPN #: 2186053, State Road 10 – construction, from State Road 297 to State Road 95; applicable local government: Escambia County; and,
- FPN #: 2186056, State Road 10 – construction, from County Road 99 to State Road 10; applicable local government: Escambia County

The two projects listed above are not reflected in the Escambia County Comprehensive Plan. To obtain consistency between the TIP and Escambia County's Comprehensive Plan, Escambia County may make appropriate adjustments through amendments to their Comprehensive Plan, such as revising the Future Transportation Map or, for projects where construction is planned to begin within the next five years, revising the Five-Year Schedule of Capital Improvements. Alternatively, the TPO may modify the TIP so that included projects referenced above are consistent with Escambia County's Comprehensive Plan in its current form.

In addition, during the course of our review, we obtained additional information relating to another TIP project in Santa Rosa County that may be of value to the TPO as you move forward on implementing the TIP. We are providing this information to you for the purposes of enhancing communications between Santa Rosa County and the TPO. The information is included separately within the enclosure.

In recognition of the importance of consistency between the TIP and local government comprehensive plans, we are providing this information under separate cover to those affected local governments referenced above. By providing this information to all affected parties, it is our intent to facilitate further coordination between the TPO and member local governments on these projects as well as to provide the opportunity to identify and resolve any potential issues in a timely manner.

We appreciate your ongoing commitment to coordinate with your member local governments to ensure that the transportation projects in your TIP are consistent with local government comprehensive plans. Should you have any questions concerning this determination or the review process, please contact Matt Preston at (850) 717-8490.

Sincerely,



Ana Richmond, Chief  
Bureau of Community Planning

AR/mrp

Enclosure: Additional information pertaining to TIP project in Santa Rosa County

cc: Mary Bo Robinson, TPO Director, Florida-Alabama Transportation Planning Organization (electronic copy)  
The Honorable Steven Barry, Chairman, Escambia County (electronic copy)  
The Honorable W. D. "Don" Salter, Chairman, Santa Rosa County (electronic copy)  
Tommy Barfield, Secretary, FDOT District 3 (electronic copy)  
Christy Johnson, Urban Liaison, FDOT District 3 (electronic copy)  
Juan Lemos, Senior Planner, Escambia County Planning & Zoning Department (electronic copy)  
Darlene Stanhope, Planner III, Santa Rosa County Development Services (electronic copy)  
Sean Santalla, MPO Statewide Coordinator (electronic copy)

**Enclosure: Additional Information Regarding Santa Rosa County 2016-2020 TIP Project  
Determined Consistent with Santa Rosa County's Comprehensive Plan**

The following information relates to a TIP project that was determined consistent with Santa Rosa County's Comprehensive Plan, but where, during the course of review, additional issues or contingencies were noted. The information is provided for the purposes of enhancing communications between the affected local government and the TPO and facilitating coordinated planning efforts on these projects. By providing this information to all affected parties, it is the Department's intent to provide the opportunity for the timely resolution of any potential concerns. We appreciate your ongoing efforts to ensure that the transportation projects listed in the TPO's annual TIP remain consistent with applicable local government comprehensive plans.

**FPN #: 2204427, State Road 87, Construction, from Two Miles South of Yellow River to County Road 184:** Several segments of State Road 87 are reflected as being under study in the Santa Rosa County plan for widening to four lanes on the Future Transportation Map. It is noted, however, that this plan has not been updated since 2003.

## **Appendix I**

### **Florida and Alabama Departments of Transportation Letters of Consistency**

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**(The TIP is submitted to FDOT and ALDOT for approval after it is approved by the TPO. However, please note that ALDOT only requires the TIP to be approved every 4 years)**



## **Appendix J**

### **FHWA -- Eastern Federal Lands Highway Division Projects**



**FY2015 - FY2018 Transportation Improvement Program**  
Federal Highway Administration  
Eastern Federal Lands Highway Division  
Mid-Year Update (Reflects Additional Projects Since October 1, 2014)

Last Printed:26Mar15

PROJECT	AWARD FY	STATE	COUNTY	PARK, REFUGE, FOREST OR OTHER PARTNER/AGENCY	DESCRIPTION	CATEGORY	PRIMARY FUND SOURCE	ESTIMATED PROGRAM AMOUNT (RANGE)	FUNDS FROM TITLE	ADMIN BY / DELIVER BY	Phase	CHANGE FROM LAST UPDATE	CONG DIST NUMBER	FLMA REGION
<b>FL -- Florida</b>														
FL_FLAP_JKSVL_FER(1)	FY2015	FL	Duval	Timucuan Ecological & Historic Preserve	To support operation and maintenance expenses for the St. Johns River Ferry (Mayport Ferry)	MISC	FLAP	Between \$500,000 and \$1,000,000	Title 23	LOCAL	Planned	New project	FL-04	NPS_SE
FL_FLAP_PNSCL_FER(1)	FY2015	FL	Escambia	Gulf Islands National Seashore	Construct a floating dock to support ferry access for passengers embarking from downtown Pensacola.	MISC	FLAP	Between \$1,000,000 and \$5,000,000	Title 23	LOCAL	Planned	New project	FL-01	NPS_SE
FW_JNDA_2008870481	FY2015	FL	Lee	J.N. Ding Darling National Wildlife Refuge	Rehabilitate Tarpon Bay Road (Route 101)	3RL	FLTP	Between \$100,000 and \$250,000	Title 23	FWS	Planned	Name changed from JN DING DARLING to FW_JNDA_2008870481	FL-14	FWS_R4
FW_LOSU_2006532572	FY2015	FL	Levy	Lower Suwannee National Wildlife Refuge	Rehabilitate Shell Mount Road (Route 107)	3RL	FLTP	Between \$25,000 and \$100,000	Title 23	FWS	Planned	Name changed from LOWER SUWANNEE to FW_LOSU_2006532572	FL-05	FWS_R4
FW_MEIS_2014248737	FY2015	FL	Brevard	Merritt Island National Wildlife Refuge	Rehabilitate Shiloh Marsh Road (Route 133).	3RL	FLTP	Between \$100,000 and \$250,000	Title 23	FWS	Planned	No change	FL-24	FWS_R4
FW_NADE_2006415475	FY2015	FL	Monroe	National Key Deer National Wildlife Refuge	Rehabilitate Watson Nature Trail Parking Lot (Route 901)	3RL	FLTP	Between \$100,000 and \$250,000	Title 23	FWS	Planned	Name changed from NATIONAL KEY DEER to FW_NADE_2006415475	FL-18	FWS_R4
GUIS_12(2)	FY2015	FL	Escambia	Gulf Islands National Seashore	Cyclic Asphalt Overlay & Roadway Rehabilitation as necessary on Fort Pickens Road (Route 12)	3RL	FLTP	Between \$1,000,000 and \$5,000,000	Title 23	EFLHD	In Design	No change	FL-01	NPS_SE
EVER_196127	FY2016	FL	Miami-Dade	Everglades National Park	Tamiami Trail D/B to build 2.66 mi section with bridge(s)	4R	OTHER	More than \$100,000,000	Various	STATE	Planned	Funding sources are FDOT, TIGER, DOI, and FLTP	FL-25	NPS_SE
FW_LOXA_2005216526	FY2016	FL	Palm Beach	Arthur R. Marshall Loxahatchee National Wildlife Refuge	Rehabilitate Hillsboro Recreation Area Parking Lot (Route 901)	3RL	FLTP	Between \$100,000 and \$250,000	Title 23	FWS	Planned	Name changed from LOXAHATCHEE to FW_LOXA_2005216526	FL-19	FWS_R4
FW_LOXA_2005255653	FY2016	FL	Palm Beach	Arthur R. Marshall Loxahatchee National Wildlife Refuge	Repair Lee Road (Route 10).	3RL	FLTP	Between \$100,000 and \$250,000	Title 23	FWS	Planned	Name changed from LOXAHATCHEE to FW_LOXA_2005255653	FL-19	FWS_R4
GUIS_11(2)	FY2016	FL	Escambia	Gulf Islands National Park	Cyclic Asphalt Overlay and Roadway Rehabilitation as necessary on JEB Way (Santa Rosa Rd Rte 11)	3RL_2R	FLTP	Between \$1,000,000 and \$5,000,000	Title 23	EFLHD	In Design	No change	FL-01	NPS_SE
SER_PMS_FY16(1)	FY2016	FL	Brevard	Canaveral National Seashore	Pavement Preservation at CANAVERAL	2R	FLTP	Between \$1,000,000 and \$5,000,000	Title 23	EFLHD	In Design	No change	FL-03	NPS_SE
FW_FLPA_419(1)	FY2017	FL	Collier	Florida Panther National Wildlife Refuge	Rehabilitate Fritz Road (Route 419)	3RL	FLTP	Between \$500,000 and \$1,000,000	Title 23	EFLHD	Planned	No change	FL-25	FWS_R4

Approval signature is shown on the first page packet only.  
This listing reflects all newly identified and programmed and/or modified projects as of March 25, 2015 - Changes highlighted in green.

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**Urt gcf uj ggv'**

**Certification Questions  
Statewide and Metropolitan Planning Organization  
Transportation Planning Process**

**A. 23 U.S.C. 134 and 135, 49 U.S.C. 5303 and 5304, and subparts A, B, and C of this part;**

1. Is the MPO properly designated by agreement between the Governor and 75% of the urbanized area, including the largest incorporated city, and in accordance with procedures set forth in state and local law? [23 U.S.C. 134 (d)(1)(A) and (B); 49 U.S.C. 5303 (c); 23 C.F.R. 450.310 (b)]
2. For Transportation Management Areas (TMAs) only, does the MPO policy board include local elected officials, officials that administer or operate major modes of transportation, and appropriate state officials? [23 U.S.C. 134 (d)(2)(A), (B), & (C); 49 U.S.C. 5303 (c); 23 C.F.R. 450.310 (d)]
3. Does the MPO have up-to-date agreements, such as the transportation planning agreement that creates the MPO, the financial agreement, and, if applicable, a transportation planning agreement between the MPOs, State, and public transportation operators where more than one MPO has been designated to serve an urbanized area? [23 C.F.R. 450.310 (b); 23 C.F.R. 450.314 (a) and (d)]
4. Does the MPO boundary encompass the existing urbanized area and contiguous area expected to become urbanized within 20-year forecast period? [23 U.S.C. 134 (e)(2); 49 U.S.C. 5303 (d); 23 C.F.R. 450.312 (a)]
5. Did the Department send a copy of the boundary map to FHWA and FTA? [23 C.F.R. 450.312 (j)]
6. For projects located within the boundaries of more than one MPO, does the MPO coordinate the planning of these projects with the other MPO(s)? [23 U.S.C. 134 (g)(2)]
7. Does the MPO planning process provide for consideration of the 8 planning factors? [23 U.S.C. 134 (h); 23 C.F.R. 450.306 (a)]
8. Did the Long Range Transportation Plan (LRTP) have at least a 20 year horizon at the time of adoption of the last major update? [23 U.S.C. 134 (i)(2)(A); 23 C.F.R. 450.322 (a)]
9. Did the LRTP address the following areas in accordance with 23 U.S.C. 134 (i)(2), 49 U.S.C. 5303 (f)?
  - Identify major transportation facilities that function as an integrated metropolitan transportation system, giving emphasis to facilities that serve national and regional transportation functions.

- Include discussion of types of potential environmental mitigation activities and potential areas to carry out these activities, including activities that may have the greatest potential to restore and maintain the environmental functions affected by the plan.
- Include a financial plan that showed the public and private revenue sources that could reasonably be expected.
- Include discussion of operational and management strategies to improve the performance of existing transportation facilities to relieve vehicular congestion and maximize the safety and mobility of people and goods.
- Include discussion of capital investment and other strategies to preserve the existing and projected future metropolitan transportation infrastructure and provide for multimodal capacity increases based on regional priorities and needs.
- Indicate as appropriate proposed transportation and transit enhancement activities.

10. Did the LRTP address the following minimum required areas in accordance with 23 C.F.R. 450.322 (f)?

- Identify projected transportation demand of persons and goods in the metropolitan planning area over the period of the transportation plan;
- Identify existing and proposed transportation facilities (including major roadways, transit, multimodal and intermodal facilities, pedestrian walkways and bicycle facilities, and intermodal connectors);
- Include operational and management strategies to improve the performance of existing transportation facilities;
- In TMA areas, consider the results of the congestion management process;
- Include an assessment of capital investment and other strategies to preserve the existing and projected future metropolitan transportation infrastructure and provide for multimodal capacity increases based on regional priorities and needs;
- Describe the proposed improvements in sufficient detail to develop cost estimates;
- Discuss types of potential environmental mitigation activities and potential areas to carry out these activities;
- Include pedestrian walkway and bicycle transportation facilities;

- Include transportation and transit enhancement activities;
  - Include a financial plan that demonstrates how the adopted transportation plan can be implemented
11. Has the LRTP been reviewed and updated at least 5 years since the date of the last MPO Board action? [23 U.S.C. 134 (i)(1); 23 C.F.R. 450.322 (c)]
  12. Has the MPO sent all updates/amendments of the LRTP to FHWA and FTA via the ALDOT's Bureau of Transportation & Modal Programs? [23 C.F.R. 450.322 (c)]
  13. Was the TIP developed in cooperation with the State and local transit operators? [23 U.S.C. 134 (j)(1)(A); 49 U.S.C. 5304 (a); 23 C.F.R. 450.324 (a)]
  14. Was the TIP updated at least every 4 years and approved by the MPO and the Governor? [23 U.S.C. 134 (j)(1)(D); 23 C.F.R. 450.324 (a)]
  15. Was the TIP financially constrained and did it include only revenues that could be reasonably expected? [23 U.S.C. 134 (j)(2)(B); 49 U.S.C. 5304 (a); 23 C.F.R. 450.324 (h)]
  16. Did the TIP contain a priority list of federally supported projects to be supported over the next four years? [23 U.S.C. 134 (j)(2)(A); 49 U.S.C. 5304 (b); 23 C.F.R. 450.324 (a)]
  17. Did the TIP contain all regionally significant projects, as defined by 23 C.F.R. 450.104? [23 U.S.C. 134 (j)(3)(B); 49 U.S.C. 5304 (c)(6); 23 C.F.R. 450.324 (d)]
  18. Was the TIP consistent with the LRTP? [23 U.S.C. 134 (j)(3)(C); 49 U.S.C. 5304 (c)(2); and 23 C.F.R. 450.324 (g)]
  19. Does the TIP identify the criteria and process for prioritizing implementation of transportation plan elements (including inter-modal trade-offs) for inclusion in the TIP and any changes in priorities from previous TIPs? [23 C.F.R. 450.324 (l) (1)]
  20. Did the TIP include a listing of projects for which Federal funds have been obligated in the preceding year, or was this list otherwise made available for public review? [23 U.S.C. 134 (j)(7)(B); 49 U.S.C. 5304 (c)(5); 23 C.F.R. 450.324 (l)(2)]
  21. When developing the LRTP and TIP, did the MPO provide citizens, affected public agencies, representatives of transportation agency employees, freight shippers, providers of freight transportation services, private providers of transportation, representatives of users of public transit, and other interested parties with a reasonable opportunity to comment on the proposed plan and program? [23 U.S.C. 134 (h)(5)(A)]



22. Is the LRTP and TIP of the MPO published or otherwise readily available for public review? [23 U.S.C. 134 (i)(6) and (j)(7)(A)]
23. Did the UPWP identify work proposed for the next one- or two-year period by major activity and task in sufficient detail to indicate who will perform the work, the schedule for completing the work, the resulting products, the proposed funding by activity/task, and a summary of the total amounts and sources of Federal and matching funds? [23 C.F.R. 450.308 (c)]
24. Did the UPWP document planning activities to be funded with through Title 23 U.S.C. and the Federal Transit Act? [23 C.F.R. 450.308 (c)]
25. Were the transportation plans and programs of the MPO based on a continuing, comprehensive, and cooperative process? [23 U.S.C. 134 (c)(3), 49 U.S.C. 5303 (a)(3)]
26. If located in a Transportation Management Area, does the MPO have an up to date congestion management process? [23 U.S.C. 134 (k)(3)]
27. Does the MPO have a documented Public Participation Plan that defines a process for members of the public to have reasonable opportunity to participate in the planning process? [23 C.F.R. 450.316 (a)]
28. Has the MPO recently reviewed its Public Participation Plan? [23 C.F.R. 450.316 (a)(1)(x)]
29. When the Public Participation Plan was adopted, was it made available for public review for at least 45 days? [23 C.F.R. 450.316(a)(3)]

**B. The requirements of Sections 174 and 176 (c) and (d) of the Clean Air Act (for air quality nonattainment and maintenance areas only)**

1. How does the MPO coordinate the development of the Transportation Plan with SIP development?
2. How does the MPO's UPWP incorporate all of the metropolitan transportation-related air quality planning activities addressing air quality goals, including those not funded by FHWA/FTA?
3. Does the metropolitan planning process include a Congestion Management Process that meets the requirements of 23 CFR Part 450.320? What assurances are there that the Transportation Plan incorporates travel demand and operational management strategies, and that necessary demand reduction and operational management commitments are made for new SOV projects?
4. How does the MPO ensure that the TIP includes all proposed federally and non-federally funded regionally significant transportation projects, including intermodal facilities?

**C. The prohibitions against discrimination on the basis of race, color, creed, national origin, age, gender, or disability as dictated by Title VI of the Civil Rights Act of 1964, as amended; 49 U.S.C. 5332; 23 U.S.C. 324; The Americans with Disabilities Act; The Older Americans Act; and Section 504 of the Rehabilitation Act of 1973**

1. Does the MPO have a signed Title VI policy statement expressing commitment to non-discrimination? [23 CFR 200.9 (a)(1)]
2. Does the MPO take action to correct any deficiencies found by the Department within a reasonable time period, not to exceed 90 days, in order to implement Title VI compliance? [23 CFR 200.9 (a)(3)]
3. Does the MPO have a staff person assigned to handle Title VI and ADA related issues? This does not need to be a full time equivalent position, but there should be at least someone at the MPO for whom Title VI and ADA is an extra duty area. [23 CFR 200.9 (b)(1); 49 C.F.R. 27.13]
4. Does the MPO have a procedure in place for the prompt processing and disposition of Title VI and Title VIII complaints, and does this procedure comply with the Department's procedure? [23 C.F.R. 200.9 (b)(3)]
5. Does the MPO collect statistical data (race, color, national origin, sex, age, disability) of participants in, and beneficiaries of the programs and activities of the MPO? [23 CFR 200.9 (b)(4)]
6. Does the MPO conduct an annual review of their program areas (for example: public involvement) to determine their level of effectiveness in satisfying the requirements of Title VI? [23 CFR 200.9 (b)(6)]
7. Has the MPO participated in any recent Title VI training, either offered by the state, organized by the MPO, or some other form of training, in the past year?
8. Does the MPO have a signed Non Discrimination Agreement, including Title VI Assurances, with the State?
9. Do the MPO's contracts and bids include the appropriate language as shown in the appendices of the Non Discrimination Agreement with the State?
10. Does the MPO hold its meetings in locations that are ADA accessible? [49 C.F.R. 27.7 (5)]
11. Does the MPO take appropriate steps to ensure its communications are available to persons with impaired vision and hearing? [49 C.F.R. 27.7 (6)(c)]
12. Does the MPO keep on file for 1 year all complaints of ADA non-compliance received and for 5 years a record of all complaints in summary form? [49 C.F.R. 27.121]



13. Have all the local governments (city and county) included within the MPO's study area boundary completed an ADA Transition Plan? Please provide a table indicating the status of the transition plans (e.g. date of completion, status of plan implementation).

**D. Section 1101(b) of SAFETEA-LU regarding the involvement of disadvantaged business enterprises in FHWA and FTA planning projects (49 CFR Part 26)**

(Note): MPOs that are part of municipal or county governments may have some of these processes handled by the host agency.

1. Does the MPO have an ALDOT approved DBE plan?
2. Does the MPO track DBE participation?
3. Does the MPO report actual payments to DBEs?
4. Does the MPO include the DBE policy statement in its boilerplate contract language for consultants and sub-consultants?

**E. 23 C.F.R. Part 230 regarding implementation of an equal employment opportunity program on Federal and Federal-aid highway construction contracts.**


1. Has the MPO implemented an equal employment opportunity program?

## MPO SELF-CERTIFICATION

In accordance with **23 CFR 450.334**, the STATE DEPARTMENT OF TRANSPORTATION, and the Florida-Alabama Transportation Planning Organization for the Pensacola, Florida urbanized area(s) hereby certify that the transportation planning process is addressing the major issues in the metropolitan planning area and is being conducted in accordance with all applicable requirements of:

- (1) 23 USC 134, 49 U.S.C. Section 5303, and 23 CFR Part 450.
- (2) In nonattainment and maintenance areas, Sections 174 and 176(c) and (d) of the Clean Air Act as amended (42 U.S.C. 7504, 7506(c) and (d)) and 40 CFR Part 93.
- (3) Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d-1) and 49 CFR Part 21.
- (4) 49 U.S.C. 5332, prohibiting discrimination on the basis of race, color, creed, national origin, sex or age in employment or business opportunity.
- (5) Section 1101(b) of the Safe, Accountable, Flexible, Efficient Transportation Equity Act: Legacy for Users (Pub. L. 109-59) and 49 CFR Part 26 regarding the involvement of Disadvantaged Business Enterprises in USDOT funded planning projects.
- (6) 23 CFR Part 230, regarding the implementation of an equal employment opportunity program on Federal and Federal-aid highway construction contracts.
- (7) The provisions of the Americans with Disabilities Act of 1990 ((42 U.S.C. 12101 et seq.) and 49 CFR Parts 27, 37, and 38.
- (8) Older Americans Act, as amended (42 U.S.C. 6101), prohibiting discrimination on the basis of age in programs or activities receiving Federal financial assistance.
- (9) Section 324 of CFR 23, regarding prohibition of discrimination based on gender.
- (10) Section 504 of the Rehabilitation Act of 1973 and 49 CFR Part 27 regarding discrimination against individuals with disabilities.

Florida-Alabama  
Transportation Planning Organization

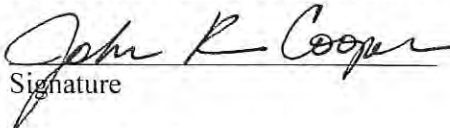
  
Signature

Charles Bare  
Printed Name

TPO Chairman  
Title

6-10-15  
Date

Alabama  
State Department of Transportation

  
Signature

John R. Cooper  
Printed Name

Transportation Director  
Title

6-25-15  
Date

## MEMORANDUM OF UNDERSTANDING

### Alabama Department of Transportation Statewide Procedures for FY 2016 - 2019 TIP/STIP Revisions

#### Purpose

This Memorandum of Understanding (MOU) establishes a set of procedures to be used in the State of Alabama for processing revisions to the Metropolitan Planning Organization (MPO) FY 2016-2019 Transportation Improvement Programs (TIPs), and the Alabama Department of Transportation's Statewide Transportation Improvement Program (STIP). The STIP is the aggregation of the MPO TIPs, ALDOT statewide programs, and the Statewide Interstate Management (IM) Program.

#### Definitions

- *Administrative Modification* means a minor revision to a long-range statewide or metropolitan transportation plan, Transportation Improvement Program (TIP), or Statewide Transportation Improvement Program (STIP) that includes minor changes to project/project phase costs, minor changes to funding sources of previously-included projects, and minor changes to project/project phase initiation dates. An administrative modification is a revision that does not require public review and comment, re-demonstration of fiscal constraint, or a conformity determination (in nonattainment and maintenance areas). [23 CFR 450.104]
- *Amendment* means a revision to a long-range statewide or metropolitan transportation plan, TIP, or STIP that involves a major change to a project included in a metropolitan transportation plan, TIP, or STIP, including the addition or deletion of a project or a major change in project cost, project/project phase initiation dates, or a major change in design concept or design scope (e.g., changing project termini or the number of through traffic lanes.) Changes to projects that are included only for illustrative purposes do not require an amendment. An amendment is a revision that requires public review and comment, re-demonstration of fiscal constraint, or a conformity determination (for metropolitan transportation plans and TIPs involving "non-exempt" projects in nonattainment and maintenance areas). In the context of a long-range statewide transportation plan, an amendment is a revision approved by the State in accordance with its public involvement process. [23 CFR 450.104]
- *Betterment* consists of surface treatments/corrections to existing roadway [preferably within Alabama Department of Transportation (ALDOT) right-of-way], to maintain and bring the infrastructure to current design standards for that classification of highway. This may involve full depth base repair, shoulder-widening, increased lane-widths, correction super-elevation, as well as drainage improvements and guide rail upgrades.
- *Change in Scope* is a substantial alteration to the original intent or function of a

- programmed project; (e.g., change project termini or the number of through-traffic lanes).
- *Cooperating Agencies* include ALDOT, Metropolitan Planning Organizations (MPOs), and Rural Planning Organizations (RPOs), Federal Highway Administration (FHWA), Federal Transit Administration (FTA), and transit agencies.
- *Financially Constrained (Fiscal Constraint)* means that the metropolitan transportation plan, TIP, and STIP include sufficient financial information for demonstrating that projects in the metropolitan transportation plan, TIP, and STIP can be implemented using committed, available, or reasonably available revenue sources, with reasonable assurance that the federally supported transportation system is being adequately operated and maintained. For the TIP and the STIP, financial constraint/fiscal constraint applies to each program year. Additionally, projects in air quality nonattainment and maintenance areas can be included in the first two years of the TIP and STIP only if funds are “available” or “committed.” [23 CFR 450.104]
- *Fiscal Constraint Chart (FCC)* is an Excel spreadsheet, or a chart generated by the Comprehensive Project Management System (CPMS), that depicts the transfer of funds from one source of funding to a donee project, or multiple projects, that net out to zero.
- *Interstate Maintenance (IM) Program* is the ALDOT four-year listing of statewide interstate maintenance (non-capacity-adding) projects.
- *Level of Effort (LVOE)* is the term used to describe certain grouped projects in the TIPs and STIP that are not considered of appropriate scale to be identified individually. Projects may be grouped by function, work type, or geographical area, using the applicable classifications under 23 CFR 771.117(c) and (d), and/or 40 CFR part 93. In air quality nonattainment and maintenance areas, project classifications must be consistent with the *exempt* project classifications, contained in the transportation conformity regulations (40 CFR part 93). These projects are placed in the TIPs and STIP according to selected funding programs, with their anticipated fiscal year apportionments within the plan.
- *New Project* is a project that is *not* programmed in the current TIP/STIP, and does not have previous obligations from a prior TIP/STIP.
- *Obligated projects* means strategies and projects funded under Title 23 U.S.C. and Title 49 U.S.C. Chapter 53 for which the supporting federal funds were authorized and committed by the State or designated recipient in the preceding program year, and authorized by the FHWA or awarded as a grant by the FTA.
- *Planning Partner* may refer to one of the following: ALDOT, FHWA, MPOs, RPOs, or other federal or state agencies.
- *Project Selection* means the procedures followed by MPOs, States, and public transportation operators to advance projects from the first four years of an approved TIP and/or STIP to implementation, in accordance with agreed upon procedures. [23 CFR 450.104]
- *Public Participation Plan (PPP)* is a documented, broad-based public involvement process that describes how the Planning Partner will involve and engage the public, the under-served, and interested parties in the transportation planning process, and ensure that the concerns of stakeholders are identified and addressed in the development of transportation plans and programs.



Note: The Alabama MPO Public Participation Plans may be found on the individual MPO websites. A complete listing of MPO websites may be found on the following ALDOT site: <http://cpmsweb2.dot.state.al.us/TransPlan/Default.aspx>.

- *Revision* means a change to a long-range statewide or metropolitan transportation plan, TIP, or STIP that occurs between scheduled periodic updates. A *major revision* is an “amendment,” while a *minor revision* is an “administrative modification.” [23 CFR 450.104]
- *Statewide-managed Program (Statewide Program)* includes those transportation improvements or projects that are managed in the STIP, including project selection, at the ALDOT Central Office level, with possible regional Planning Partner solicitation and input. Examples include, but are not limited to HSIP, RRX, and TAP projects.
- *Statewide Transportation Improvement Program (STIP)* means a statewide prioritized listing/program of transportation projects covering a period of four years that is consistent with the long range statewide transportation plan, metropolitan transportation plans, and TIPs, and required for projects to be eligible for funding under Title 23 U.S.C. and Title 49 U.S.C. Chapter 53. [23 CFR 450.104]
- *Transportation Improvement Program (TIP)* means a prioritized listing/program of transportation projects covering a period of four years that is developed and formally adopted by an MPO as part of the metropolitan transportation planning process, consistent with the metropolitan transportation plan, and required for projects to be eligible for funding under Title 23 U.S.C. and Title 49 U.S.C. [23 CFR 450.104]

### **What is a Transportation Improvement Program (TIP) and what is a Statewide Transportation Improvement Program (STIP)?**

The TIP consists of the approved MPO TIP projects, developed by the MPOs, and statewide programs and projects developed by ALDOT within the urban areas of the MPOs. The STIP is the official transportation improvement program document, mandated by federal statute and recognized by FHWA and FTA. The STIP is a statewide, prioritized listing or program, of transportation projects to be implemented over a four-year period, consistent with MPO Long Range, Regional, or Metropolitan Plans, Statewide Transportation Plans, and MPO Transportation Improvement Programs (TIPs). The State's Five-Year Program, which incorporates the TIPs and STIP, is required by Alabama state law.

### **TIP/STIP Administration**

FHWA and FTA will only authorize projects, and approve grants for projects, that are programmed in the currently-approved STIP. If a Planning Partner, Transit Agency, or ALDOT, wishes to proceed with a project not programmed in the STIP, a revision must be made to the STIP.

Highway and road projects will be approved by FHWA, and Transit projects will be approved by FTA.

The federal Statewide and Metropolitan Planning regulations contained in 23 CFR 450 et al, govern the provisions of the STIP and of individual MPO TIPs, parts related to STIP and TIP

revisions, and other actions taken to revise the TIP. The intent of this federal regulation is to acknowledge the relative significance, importance, and/or complexity, of individual programming actions. *Federal Transportation Planning and Programming, Code of Regulation*, 23 CFR 450.324, permits the use of alternative procedures by the cooperating parties, to effectively manage actions encountered during a given STIP cycle. The regulations require that any alternative procedures be agreed upon, and such alternative procedures be documented and included in the STIP document.

All revisions must maintain year-to-year fiscal constraint [23 CFR 450.324(e), (h), and (i)] for each of the four years of the TIPs and STIP. All revisions shall account for year of expenditure (YOE), and maintain the estimated total cost of the project, which may extend beyond the four years of the TIP/STIP. The arbitrary reduction of the overall cost of a project, or project phase(s), shall not be utilized for the advancement of another project.

In addition, TIP revisions must be consistent with the Long Range Transportation Plan of the individual MPO, and must correspond to the adopted provisions of the MPO 2013 Public Participation Plans. A reasonable opportunity for public review and comment shall be provided for significant revisions to the TIPs and STIP.

If a revision adds a project, deletes a project, or impacts the schedule or scope of work of an air quality significant project in a nonattainment or maintenance area, a new air quality conformity determination will be required, if deemed appropriate by the Interagency Air Quality Consultation Group (IAC). If a new conformity determination is necessary, an amendment to the Long Range or Regional Transportation Plan (project listings only), shall be developed and approved by the MPO. The modified conformity determination would then be based on the amended LRTP conformity analysis, and public involvement procedures, consistent with the existing PPP, would be required.

If the August Redistribution of Federal Highway Funds adds, advances, or adjusts federal funding for a project, the MPOs and other Planning Partners will be notified of the Administrative Modification by ALDOT.

### **Revisions: Amendments and Administrative Modifications**

Note: This MOU does NOT change the Codes of Federal Regulations. It does modify some language within those regulations to make clear the understanding between the agreeing parties. For full application of the CFRs, visit definitions for *Amendment*, *Administrative Modification*, and *Revision* on p. 1.

An Amendment is a major STIP/TIP revision that:

- Affects air quality conformity, regardless of the cost of the project or the funding source.
- Adds a new project, or deletes a project, that utilizes federal funds from a statewide line item, exceeds the thresholds listed below, and excludes those federally-funded statewide program projects.
- Adds a new project phase(s), or increases a current project phase, or deletes a project phase(s), or decreases a current project phase that utilizes federal funds, where the

revision exceeds the following thresholds:

- ❖ \$5 million or 10 percent, whichever is greater, for ALDOT federally-funded projects and Transportation Management Area (TMA) attributable projects.
- ❖ The lesser amount of \$1 million or 50 percent, of project cost for non-TMA MPOs.
- ❖ \$750,000 for the county highway and bridge program.
- Involves a change in the Scope of Work to a project(s) that would:
  - ❖ Result in an air quality conformity reevaluation.
  - ❖ Result in a revised total project estimate that exceeds the thresholds established between ALDOT and the Planning Partner (not to exceed any federally-funded threshold contained in this MOU).
  - ❖ Results in a change in the Scope of Work on any federally-funded project that is significant enough to essentially constitute a New Project.
  - ❖ Level of Effort (LVOE) planned budget changes, exceeding 20% of the original budgeted amount per ALDOT region.

The initial submission and approval process of the Statewide Transportation Improvement Program (STIP, will establish federal funding for Level of Effort (LVOE) project groups. *Subsequent placement of individual projects in the STIP that are LVOE, will be considered Administrative Modifications.*

Approval by the MPO (or cooperative effort with an RPO) is required for Amendments. The MPO/RPO must then request ALDOT Central Office approval, using the electronic Financial Constraint Chart (FCC) process. An FCC must be provided (in Excel format), which summarizes previous actions, the requested adjustments, and after the changes, an updated TIP. ALDOT's Central Office will review, approve, and forward to the appropriate federal agency for review and approval, with copies to other partner federal agencies.

All revisions shall be identified and grouped as one action on an FCC, demonstrating both project and program fiscal constraint. The identified grouping of projects (the *entire* amendment action) will require approval by the cooperating parties. In the case that a project phase is pushed out of the TIP four-year cycle, the Planning Partner will demonstrate, through a Fiscal Constraint Chart, fiscal balance of the subject project phase, in the second period of the respective Long Range Transportation Plan.

An *Administrative Modification* is a minor STIP/TIP revision that:

- Adds a project from a level of effort category or line item, utilizing 100 percent state or non-federal funding, or an MPO TIP placement of the federally-funded, Statewide Program, or federal funds from a statewide line item that do not exceed the thresholds established by the Planning Partner.
- Adds a project for emergency repairs to roadways or bridges, except those involving substantive or functional adjustments, or location and capacity changes.
- Draws down, or returns funding, from an existing STIP/TIP Reserve Line Item, and does not exceed the threshold established between ALDOT and the Planning Partners.
- Adds federal or state capital funds from low-bid savings, de-obligations, release of encumbrances, from savings on programmed phases, and any other project-cost modification sent to and approved by FHWA or FTA, to *another* programmed project



phase or line item.

Administrative Modifications do not affect air quality conformity, nor involve a significant change in a project scope of work that would trigger an air quality conformity reevaluation; do not exceed the threshold established in the MOU between ALDOT and the Planning Partners, or the threshold established by this MOU (as detailed in the Revisions: Amendments and Administrative Modifications section); and do not result in a change in scope on any federally-funded project that is significant enough to essentially constitute a *new project*.

Administrative Modifications do not require federal approval. ALDOT and the Planning Partner will work cooperatively to address and respond to any FHWA or FTA comments. FHWA and FTA reserve the right to question any administrative action that is not consistent with federal regulations or with this MOU, where federal funds are being utilized.

### **Level of Effort Funding Categories**

Projects in the STIP/TIP, referred to as Level of Effort (LVOE) projects, represent grouped projects not considered of appropriate scale to be identified individually. Projects may be grouped by function, work type, and/or geographical area, using the applicable classifications under 23 CFR 771.117 (c) and (d), and/or 40 CFR part 93. In nonattainment and maintenance areas, project classifications must be consistent with the *exempt project* classifications contained in the EPA transportation conformity regulations (40 CFR part 93).

LVOE projects are placed in the STIP/TIP according to selected funding programs, with the planned funding amounts for each year. ALDOT, and the affected MPOs, will be required to make a formal amendment to the STIP/TIPs for any adjustment of funding of an LVOE group that exceeds 20 percent of its originally-planned funding to a particular Region. The selected statewide funding programs include:

- Transportation Alternative Program (TAP)
- Safety Projects [Hazard elimination, roadway and rail, high-speed passenger rail, seatbelt, blood alcohol content, and others.]
- Recreational Trails [Funds are transferred to ADECA.]
- Federal-Aid Resurfacing Program for each ALDOT Region
- County Allocation Funds [Off-system bridges and STP non-urban.]
- Federal Transit Programs: 5307 (urbanized), 5311 (non-urban), 5310 (Elderly and Disabilities), and 5339 (Buses and Bus Facilities)

Addition or deletion of individual LVOE projects are considered an administrative modification, and do not require any further MPO action prior to authorization, subject to the dollar thresholds established in the sections above. ALDOT will maintain a matrix listing, on the STIP website, of LVOE projects for each of the five ALDOT Regions. The MPOs will be notified as soon as any specific projects within their urban areas, are identified and selected, and will have ten (10) days to decline the project. Additionally, the MPOs will be notified as soon as any specific projects are modified or deleted within their urban areas, and will have ten (10) days to decline the project deletion or change.

Level of Effort (LVOE) holds funds that are not dedicated to specific projects, and may be used to cover cost increases, or add new projects or project phases. LVOE shall not exceed the



thresholds, or the requirements, of any other items that require an amendment. LVOE may include the Statewide Transportation Alternative Program (TAP), Safety Projects, Federal-Aid Resurfacing, Off-System Bridge, STP Non-urban, and FTA Programs 5307, 5310, 5311, and 5339 (see listing above).

Level of Effort resurfacing shall be programmed annually for the five (5) ALDOT Regions, and shown as line items in each category for each Region. Projects or project lists will be added as soon as available, and MPOs will be notified of all changes that occur in the list.

### **Financial Constraint**

Demonstration of STIP/TIP financial constraint to FHWA and FTA, takes place through a summary of recent Administrative Modifications and proposed Amendments. Real-time versions of the STIP/TIP are available to FHWA and FTA through ALDOT's Comprehensive Project Management System (CPMS).

Note: While there is no stipulated timeframe established in this MOU for securing federal approval for formal Amendments or Administrative Modifications, the agencies are expected to act responsibly and with all due diligence in order to complete these processes in a timely manner.

### **STIP/TIP Financial Reporting**

At the end of each quarter, ALDOT will provide each MPO or Planning Partner with a STIP/TIP financial report of actual federal obligations and state encumbrances for highway, bridge, and transit programs in the respective Metropolitan Planning Areas. At the end of the federal fiscal year, the ALDOT report card can be used by the Planning Partners as the basis for compiling information, in order to meet the Federal Annual Listing of Obligated Projects requirement. The STIP/TIP Financial Report, provided to FHWA and FTA, will also include performance measures as allowed under the *Project Approval and Oversight Agreement a Partnership between the Federal Highway Administration Alabama Division and the Alabama Department of Transportation*, applicable to LVOE and to include:

- The total percent of STIP/TIP construction projects advanced each year
- The total percent of STIP/TIP construction projects advanced each year per urbanized area

A summary report detailing this information will be provided at the end of the federal fiscal year.

As each MPO TIP is adopted, this MOU will be included with the TIP documentation. The MPO or Planning Partner may choose to adopt an MOU that will clarify how the MPO or Planning Partner will address TIP revisions. **In all cases, individual MPO revision procedures will be developed under the guidance umbrella of this document.** If an MPO elects to set more stringent procedures, then ALDOT, FHWA, and FTA will adhere to the more restrictive procedures.

The procedures set forth in this document will serve as the basis from which ALDOT addresses federally-funded, Statewide Program TIP revisions. This Memorandum of Understanding will begin October 1, 2015, and remain in effect until September 30, 2019, unless revised or terminated.

We, the undersigned hereby agree to the above procedures and principles.

Mark D. Bartlett  
Division Administrator  
Federal Highway Administration

5-19-2015  
Date:

Walter M. Saylor  
Regional Administrator  
Federal Transit Administration

5-11-15  
Date:

John D. Cagle  
Director  
Alabama Department of Transportation

5/19/15  
Date:

# ALDOT SPREADSHEET FOR ALL TIP Fiscal Years 2016 Through 2019 - Financial Plan

## FLORIDA-ALABAMA TRANSPORTATION PLANNING ORGANIZATION

	2016	2017	2018	2019
<b>Surface Transportation Attributable Projects</b>				
Carryover From Previous Year (Federal Funds Only)	14,486	\$106,375	\$218,264	\$90,437
Apportionment (Federal Funds Only)	131,889	131,889	131,889	\$131,889
Funds Available to the MPO for Programming (Federal Funds Only)	146,375	\$238,264	\$350,153	\$222,326
Estimated Cost of Planned Projects (Federal Funds Only)	\$40,000	\$20,000	\$259,716	\$20,000
Balance Forward (Federal Funds Only)	\$106,375	\$218,264	\$90,437	\$202,326
<b>Other Surface Transportation Program Projects (includes Bridge projects not on NH System)</b>				
Funds Available for Programming Statewide (Federal Funds Only)	\$111,298,342	\$111,298,342	\$111,298,342	\$111,298,342
MPO Area Estimated Cost of Planned Projects (Federal Funds Only)			\$300,439	
Percentage Programmed in the MPO Area (Federal Funds Only)	0%	0%	0.27%	0%
<b>National Highway Performance Program (APD, IM, Bridge projects on NH System)</b>				
Funds Available for Programming Statewide (Federal Funds Only)	\$425,075,248	\$425,075,248	\$425,075,248	\$425,075,248
MPO Area Estimated Cost of Planned Projects (Federal Funds Only)				\$0
Percentage Programmed in the Tuscaloosa Area (Federal Funds Only)	0%	0%	0%	0%
<b>State Funded Projects</b>				
State Funds Available for Programming Statewide (Total Funds)	\$25,500,000	\$25,500,000	\$25,500,000	\$25,500,000
MPO Area Estimated Cost of Planned Projects (Total Funds)	\$0	\$0	\$0	\$0
Percentage Programmed in the MPO Area (Total Funds)	0%	0%	0%	0%
<b>Transportation Alternatives Program (TAP) (formerly TE)</b>				
Projects in this category are funded through annual grant applications and will not be known until late each year.				
Funds Available for Programming Statewide (Federal Funds Only)	\$15,278,816	\$15,278,816	\$15,278,816	\$15,278,816
MPO Area Estimated Cost of Planned Projects (Federal Funds Only)	\$0	\$0	\$0	\$0
Percentage Programmed in the MPO Area (Federal Funds Only)	0%	0%	0%	0%
<b>Transit Projects</b>				
Funds Available for Programming Statewide (Federal Funds Only)	\$32,000,000	\$32,000,000	\$32,000,000	\$32,000,000
MPO Area Estimated Cost of Planned Projects (Federal Funds Only)	\$0	\$0	\$0	\$0
Percentage Programmed in the MPO Area (Federal Funds Only)	0%	0%	0%	0%
<b>System Maintenance Projects</b>				
State Funds Available for Programming Statewide (Total Funds)	\$30,000,000	\$30,000,000	\$30,000,000	\$30,000,000
MPO Area Estimated Cost of Planned Projects (Total Funds)	\$0	\$0	\$0	\$0
Percentage Programmed in the MPO Area (Total Funds)	0%	0%	0%	0%

# ALDOT SPREADSHEET FOR ALL TIP Fiscal Years 2016 Through 2019 - Financial Plan

## FLORIDA-ALABAMA TRANSPORTATION PLANNING ORGANIZATION

	2016	2017	2018	2019
<b>Safety Projects</b>				
Funds Available for Programming Statewide (Federal Funds Only)	\$64,958,603	\$64,958,603	\$64,958,603	\$64,958,603
MPO Area Estimated Cost of Planned Projects (Federal Funds Only)			\$0	\$0
Percentage Programmed in the MPO Area (Federal Funds Only)	0%	0%	0%	0%
<b>Other Federal and State Aid Projects</b>				
Funds Available for Programming Statewide (Federal Funds Only)	\$20,051,181	\$20,051,181	\$20,051,181	\$20,051,181
MPO Area Estimated Cost of Planned Projects (Federal Funds Only)		\$0	\$0	\$0
Percentage Programmed in the MPO Area (Federal Funds Only)	0%	0%	0%	0%
<b>Congestion Mitigation and Air Quality Projects - Birmingham Area Only</b>				
Carryover From Previous Year (Federal Funds Only)	\$10,902,559	\$10,902,559	\$10,902,559	\$10,902,559
Apportionment (Federal Funds Only)	\$0	\$0	\$0	\$0
Funds Available for Programming (Federal Funds Only)	\$0	\$0	\$0	\$0
Estimated Cost of Planned Projects (Federal Funds Only)	\$0	\$0	\$0	\$0
Balance Forward (Federal Funds Only)	\$0	\$0	\$0	\$0
<b>High Priority and Congressional Earmark Projects (Discontinued but money still available via carryover)</b>				
This group of projects usually results from congressional action in an annual appropriations bill. These projects and the amount available for programming annually is an unknown factor.				
Funds Available for Programming Statewide (Federal Funds Only)	\$33,501,939	\$33,501,939	\$33,501,939	\$33,501,939
MPO Area Estimated Cost of Planned Projects (Federal Funds Only)	\$0	\$0	\$0	\$0

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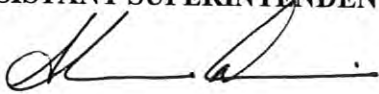


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<b>THE SCHOOL DISTRICT OF ESCAMBIA COUNTY</b> Operations/Finance and Business Services		<b>SCHOOL BOARD AGENDA</b> <b>EXECUTIVE SUMMARY</b>	
<b>AGENDA DATE:</b> October 20, 2015		<b>ITEM NUMBER:</b> IV.2.	
<b>AGENDA REFERENCE:</b> Adoption of District's Tentative Facilities Work Program (Five Year Plan)		<b>FISCAL IMPACT / AMOUNT:</b> N/A	
<b>FUND SOURCE:</b> N/A			
<b>BACKGROUND INFORMATION / DESCRIPTION:</b> Request Board's Permission to adopt District's Tentative Facilities Work Program (Five Year Plan) in accordance with Florida Statute 1013.35. The document is required to be updated and adopted by all School Boards on an annual basis.			
<b>EDUCATIONAL IMPACT:</b> To set forth the proposed commitments and planned expenditures of the district to address educational facilities needs of its students and to adequately provide for maintenance of the educational plant and ancillary facilities.			
<b>OTHER REFERENCES OR NOTES:</b> See attached.			
<b>ACTION REQUIRED:</b> Adoption of Tentative Facilities Work Program and submit to the Department of Education.			
<b>STRATEGIC PLAN:</b> District Goal E.3: Continuity - To improve operational continuity in the learning, work, and virtual/technological environment.			
<b>REQUESTED BY:</b> Facilities Planning		<b>DATE:</b> October 14, 2015	
<b>ASSISTANT SUPERINTENDENT:</b> 		<b>DATE:</b> 10/14/15	<b>DATE OF BOARD APPROVAL:</b>

APPROVED  
ESCAMBIA COUNTY SCHOOL BOARD

OCT 20 2015

MALCOLM THOMAS, SUPERINTENDENT  
VERIFIED BY RECORDING SECRETARY

## INTRODUCTION

The 5-Year District Facilities Work Program is a very important document. The Department of Education, Legislature, Governor's Office, Division of Community Planning (growth management), local governments, and others use the work program information for various needs including funding, planning, and as the authoritative source for school facilities related information.

The district's facilities work program must be a complete, balanced capital outlay plan that is financially feasible. The first year of the work program is the districts capital outlay budget. To determine if the work program is balanced and financially feasible, the "Net Available Revenue" minus the "Funded Projects Costs" should sum to zero for "Remaining Funds".

If the "Remaining Funds" balance is zero, then the plan is both balanced and financially feasible.

If the "Remaining Funds" balance is negative, then the plan is neither balanced nor feasible.

If the "Remaining Funds" balance is greater than zero, the plan may be feasible, but it is not balanced.

### Summary of revenue/expenditures available for new construction and remodeling projects only.

	2015 - 2016	2016 - 2017	2017 - 2018	2018 - 2019	2019 - 2020	Five Year Total
Total Revenues	\$106,997,507	\$41,616,127	\$45,616,127	\$24,616,127	\$20,616,127	\$239,462,015
Total Project Costs	\$106,997,507	\$41,616,127	\$45,616,127	\$24,616,127	\$20,616,127	\$239,462,015
Difference (Remaining Funds)	\$0	\$0	\$0	\$0	\$0	\$0

District ESCAMBIA COUNTY SCHOOL DISTRICT

Fiscal Year Range

## CERTIFICATION

By submitting this electronic document, we certify that all information provided in this 5-year district facilities work program is accurate, all capital outlay resources are fully reported, and the expenditures planned represent a complete and balanced capital outlay plan for the district. The district Superintendent of Schools, Chief Financial Officer, and the School Board have approved the information contained in this 5-year district facilities work program; they certify to the Department of Education, Office of Educational Facilities, that the information contained herein is correct and accurate; they also certify that the plan has been developed in coordination with the general purpose local governments as required by §1013.35(2) F.S. We understand that any information contained in this 5-year district facilities work program is subject to audit by the Auditor General of the State of Florida.

Date of School Board Adoption

Work Plan Submittal Date

DISTRICT SUPERINTENDENT

CHIEF FINANCIAL OFFICER

DISTRICT POINT-OF-CONTACT PERSON

JOB TITLE

PHONE NUMBER

E-MAIL ADDRESS



# Expenditures

## Expenditure for Maintenance, Repair and Renovation from 1.50-Mills and PECO

Annually, prior to the adoption of the district school budget, each school board must prepare a tentative district facilities work program that includes a schedule of major repair and renovation projects necessary to maintain the educational and ancillary facilities of the district.

Item	2015 - 2016 Actual Budget	2016 - 2017 Projected	2017 - 2018 Projected	2018 - 2019 Projected	2019 - 2020 Projected	Total
HVAC	\$0	\$0	\$0	\$100,000	\$100,000	\$200,000
Locations:	ALLIE YNIESTRA ELEMENTARY, BELLVIEW ELEMENTARY, BELLVIEW MIDDLE, BEULAH ELEMENTARY, BLUE ANGELS ELEMENTARY, BRATT ELEMENTARY, BRENTWOOD ELEMENTARY, BROWN BARGE MIDDLE, BROWN-BARGE ANNEX, C A WEIS ELEMENTARY, CAMELOT, CENTRAL WAREHOUSE, CORDOVA PARK ELEMENTARY, ENSLEY ELEMENTARY, ESCAMBIA SENIOR HIGH, ESCAMBIA WESTGATE CENTER, FERRY PASS ELEMENTARY, FERRY PASS MIDDLE, GEO STONE / W FL HI SCHOOL OF ADVANCED TECHNOLOGY, GLOBAL LEARNING ACADEMY, HELLEN CARO ELEMENTARY, J E HALL EDUCATIONAL SERVICES CENTER, J H WORKMAN MIDDLE, J M TATE SENIOR HIGH, JIM ALLEN ELEMENTARY, JIM C BAILEY MIDDLE, JUDY ANDREWS SCHOOL, L D MCARTHUR ELEMENTARY, LINCOLN PARK PRIMARY, LONGLEAF ELEMENTARY, MCMILLAN PRE-K CENTER, MOLINO PARK ELEMENTARY, MONTCLAIR ELEMENTARY, MYRTLE GROVE ELEMENTARY, N B COOK ELEMENTARY, NAVY POINT ELEMENTARY, NORTHVIEW SENIOR HIGH, O J SEMMES ELEMENTARY, OAKCREST ELEMENTARY, PENSACOLA SENIOR HIGH, PINE FOREST SENIOR HIGH, PINE MEADOW ELEMENTARY, PLEASANT GROVE ELEMENTARY, R C LIPSCOMB ELEMENTARY, RANSOM MIDDLE, REINHARDT HOLM ELEMENTARY, ROY L HYATT ENVIRONMENTAL CENTER, SCENIC HEIGHTS ELEMENTARY, SHERWOOD ELEMENTARY, SPENCER BIBBS CENTER, VERNON MCDANIEL ADMINISTRATION BUILDING, W J WOODHAM MIDDLE SCHOOL, WARRINGTON ELEMENTARY, WARRINGTON MIDDLE, WASHINGTON SENIOR HIGH, WEST PENSACOLA ELEMENTARY					
Flooring	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$250,000
Locations:	ALLIE YNIESTRA ELEMENTARY, BELLVIEW ELEMENTARY, BELLVIEW MIDDLE, BEULAH ELEMENTARY, BLUE ANGELS ELEMENTARY, BRATT ELEMENTARY, BRENTWOOD ELEMENTARY, BROWN BARGE MIDDLE, BROWN-BARGE ANNEX, C A WEIS ELEMENTARY, CAMELOT, CENTRAL WAREHOUSE, CORDOVA PARK ELEMENTARY, ENSLEY ELEMENTARY, ESCAMBIA SENIOR HIGH, ESCAMBIA WESTGATE CENTER, FERRY PASS ELEMENTARY, FERRY PASS MIDDLE, GEO STONE / W FL HI SCHOOL OF ADVANCED TECHNOLOGY, GLOBAL LEARNING ACADEMY, HELLEN CARO ELEMENTARY, J E HALL EDUCATIONAL SERVICES CENTER, J H WORKMAN MIDDLE, J M TATE SENIOR HIGH, JIM ALLEN ELEMENTARY, JIM C BAILEY MIDDLE, JUDY ANDREWS SCHOOL, L D MCARTHUR ELEMENTARY, LINCOLN PARK PRIMARY, LONGLEAF ELEMENTARY, MCMILLAN PRE-K CENTER, MOLINO PARK ELEMENTARY, MONTCLAIR ELEMENTARY, MYRTLE GROVE ELEMENTARY, N B COOK ELEMENTARY, NAVY POINT ELEMENTARY, NORTHVIEW SENIOR HIGH, O J SEMMES ELEMENTARY, OAKCREST ELEMENTARY, PENSACOLA SENIOR HIGH, PINE FOREST SENIOR HIGH, PINE MEADOW ELEMENTARY, PLEASANT GROVE ELEMENTARY, R C LIPSCOMB ELEMENTARY, RANSOM MIDDLE, REINHARDT HOLM ELEMENTARY, ROY L HYATT ENVIRONMENTAL CENTER, SCENIC HEIGHTS ELEMENTARY, SHERWOOD ELEMENTARY, SPENCER BIBBS CENTER, VERNON MCDANIEL ADMINISTRATION BUILDING, W J WOODHAM MIDDLE SCHOOL, WARRINGTON ELEMENTARY, WARRINGTON MIDDLE, WASHINGTON SENIOR HIGH, WEST PENSACOLA ELEMENTARY					
Roofing	\$0	\$0	\$0	\$0	\$0	\$0
Locations:	No Locations for this expenditure.					
Safety to Life	\$0	\$0	\$0	\$0	\$0	\$0
Locations:	No Locations for this expenditure.					
Fencing	\$0	\$0	\$0	\$0	\$0	\$0
Locations:	No Locations for this expenditure.					
Parking	\$0	\$0	\$0	\$0	\$0	\$0
Locations:	No Locations for this expenditure.					
Electrical	\$0	\$0	\$0	\$200,000	\$200,000	\$400,000

Locations:	ALLIE YNIESTRA ELEMENTARY, BELLVIEW ELEMENTARY, BELLVIEW MIDDLE, BEULAH ELEMENTARY, BLUE ANGELS ELEMENTARY, BRATT ELEMENTARY, BRENTWOOD ELEMENTARY, BROWN BARGE MIDDLE, BROWN-BARGE ANNEX, C A WEIS ELEMENTARY, CAMELOT, CENTRAL WAREHOUSE, CORDOVA PARK ELEMENTARY, ENSLEY ELEMENTARY, ESCAMBIA SENIOR HIGH, ESCAMBIA WESTGATE CENTER, FERRY PASS ELEMENTARY, FERRY PASS MIDDLE, GEO STONE / W FL HI SCHOOL OF ADVANCED TECHNOLOGY, GLOBAL LEARNING ACADEMY, J E HALL EDUCATIONAL SERVICES CENTER, J H WORKMAN MIDDLE, J M TATE SENIOR HIGH, JIM ALLEN ELEMENTARY, JIM C BAILEY MIDDLE, JUDY ANDREWS SCHOOL, L D MCARTHUR ELEMENTARY, LINCOLN PARK PRIMARY, LONGLEAF ELEMENTARY, MCMILLAN PRE-K CENTER, MOLINO PARK ELEMENTARY, MONTCLAIR ELEMENTARY, MYRTLE GROVE ELEMENTARY, N B COOK ELEMENTARY, NAVY POINT ELEMENTARY, NORTHVIEW SENIOR HIGH, O J SEMMES ELEMENTARY, OAKCREST ELEMENTARY, PENSACOLA SENIOR HIGH, PINE FOREST SENIOR HIGH, PINE MEADOW ELEMENTARY, PLEASANT GROVE ELEMENTARY, R C LIPSCOMB ELEMENTARY, RANSOM MIDDLE, REINHARDT HOLM ELEMENTARY, ROY L HYATT ENVIRONMENTAL CENTER, SCENIC HEIGHTS ELEMENTARY, SHERWOOD ELEMENTARY, SPENCER BIBBS CENTER, VERNON MCDANIEL ADMINISTRATION BUILDING, W J WOODHAM MIDDLE SCHOOL, WARRINGTON ELEMENTARY, WARRINGTON MIDDLE, WASHINGTON SENIOR HIGH, WEST PENSACOLA ELEMENTARY					
Fire Alarm	\$0	\$0	\$0	\$400,000	\$400,000	\$800,000
Locations:	ALLIE YNIESTRA ELEMENTARY, BELLVIEW ELEMENTARY, BELLVIEW MIDDLE, BEULAH ELEMENTARY, BLUE ANGELS ELEMENTARY, BRATT ELEMENTARY, BRENTWOOD ELEMENTARY, BROWN BARGE MIDDLE, BROWN-BARGE ANNEX, C A WEIS ELEMENTARY, CAMELOT, CENTRAL WAREHOUSE, CORDOVA PARK ELEMENTARY, ENSLEY ELEMENTARY, ESCAMBIA SENIOR HIGH, ESCAMBIA WESTGATE CENTER, FERRY PASS ELEMENTARY, FERRY PASS MIDDLE, GEO STONE / W FL HI SCHOOL OF ADVANCED TECHNOLOGY, GLOBAL LEARNING ACADEMY, HELLEN CARO ELEMENTARY, J E HALL EDUCATIONAL SERVICES CENTER, J H WORKMAN MIDDLE, J M TATE SENIOR HIGH, JIM ALLEN ELEMENTARY, JIM C BAILEY MIDDLE, JUDY ANDREWS SCHOOL, L D MCARTHUR ELEMENTARY, LINCOLN PARK PRIMARY, LONGLEAF ELEMENTARY, MCMILLAN PRE-K CENTER, MOLINO PARK ELEMENTARY, MONTCLAIR ELEMENTARY, MYRTLE GROVE ELEMENTARY, N B COOK ELEMENTARY, NAVY POINT ELEMENTARY, NORTHVIEW SENIOR HIGH, O J SEMMES ELEMENTARY, OAKCREST ELEMENTARY, PENSACOLA SENIOR HIGH, PINE FOREST SENIOR HIGH, PINE MEADOW ELEMENTARY, PLEASANT GROVE ELEMENTARY, R C LIPSCOMB ELEMENTARY, RANSOM MIDDLE, REINHARDT HOLM ELEMENTARY, ROY L HYATT ENVIRONMENTAL CENTER, SCENIC HEIGHTS ELEMENTARY, SHERWOOD ELEMENTARY, SPENCER BIBBS CENTER, VERNON MCDANIEL ADMINISTRATION BUILDING, W J WOODHAM MIDDLE SCHOOL, WARRINGTON ELEMENTARY, WARRINGTON MIDDLE, WASHINGTON SENIOR HIGH, WEST PENSACOLA ELEMENTARY					
Telephone/Intercom System	\$0	\$0	\$0	\$0	\$0	\$0
Locations:	No Locations for this expenditure.					
Closed Circuit Television	\$0	\$0	\$0	\$0	\$0	\$0
Locations:	No Locations for this expenditure.					
Paint	\$711,615	\$711,615	\$711,615	\$711,615	\$711,615	\$3,558,075
Locations:	ALLIE YNIESTRA ELEMENTARY, BELLVIEW ELEMENTARY, BELLVIEW MIDDLE, BEULAH ELEMENTARY, BLUE ANGELS ELEMENTARY, BRATT ELEMENTARY, BRENTWOOD ELEMENTARY, BROWN BARGE MIDDLE, BROWN-BARGE ANNEX, C A WEIS ELEMENTARY, CAMELOT, CENTRAL WAREHOUSE, CORDOVA PARK ELEMENTARY, ENSLEY ELEMENTARY, ESCAMBIA SENIOR HIGH, ESCAMBIA WESTGATE CENTER, FERRY PASS ELEMENTARY, FERRY PASS MIDDLE, GEO STONE / W FL HI SCHOOL OF ADVANCED TECHNOLOGY, GLOBAL LEARNING ACADEMY, HELLEN CARO ELEMENTARY, J E HALL EDUCATIONAL SERVICES CENTER, J H WORKMAN MIDDLE, J M TATE SENIOR HIGH, JIM ALLEN ELEMENTARY, JIM C BAILEY MIDDLE, JUDY ANDREWS SCHOOL, L D MCARTHUR ELEMENTARY, LINCOLN PARK PRIMARY, LONGLEAF ELEMENTARY, MCMILLAN PRE-K CENTER, MOLINO PARK ELEMENTARY, MONTCLAIR ELEMENTARY, MYRTLE GROVE ELEMENTARY, N B COOK ELEMENTARY, NAVY POINT ELEMENTARY, NORTHVIEW SENIOR HIGH, O J SEMMES ELEMENTARY, OAKCREST ELEMENTARY, PENSACOLA SENIOR HIGH, PINE FOREST SENIOR HIGH, PINE MEADOW ELEMENTARY, PLEASANT GROVE ELEMENTARY, R C LIPSCOMB ELEMENTARY, RANSOM MIDDLE, REINHARDT HOLM ELEMENTARY, ROY L HYATT ENVIRONMENTAL CENTER, SCENIC HEIGHTS ELEMENTARY, SHERWOOD ELEMENTARY, SPENCER BIBBS CENTER, VERNON MCDANIEL ADMINISTRATION BUILDING, W J WOODHAM MIDDLE SCHOOL, WARRINGTON ELEMENTARY, WARRINGTON MIDDLE, WASHINGTON SENIOR HIGH, WEST PENSACOLA ELEMENTARY					
Maintenance/Repair	\$0	\$0	\$0	\$0	\$0	\$0
Locations:	No Locations for this expenditure.					
<b>Sub Total:</b>	<b>\$761,615</b>	<b>\$761,615</b>	<b>\$761,615</b>	<b>\$1,461,615</b>	<b>\$1,461,615</b>	<b>\$5,208,075</b>

PECO Maintenance Expenditures	\$912,198	\$1,277,077	\$1,419,434	\$1,682,306	\$1,817,725	\$7,108,740
<b>1.50 Mill Sub Total:</b>	<b>\$792,845</b>	<b>\$427,966</b>	<b>\$285,609</b>	<b>\$722,737</b>	<b>\$587,318</b>	<b>\$2,816,475</b>



Other Items		2015 - 2016 Actual Budget	2016 - 2017 Projected	2017 - 2018 Projected	2018 - 2019 Projected	2019 - 2020 Projected	Total
District Wide Preventative Maintenance		\$60,000	\$60,000	\$60,000	\$60,000	\$60,000	\$300,000
Locations	ALLIE YNIESTRA ELEMENTARY, BELLVIEW ELEMENTARY, BELLVIEW MIDDLE, BEULAH ELEMENTARY, BLUE ANGELS ELEMENTARY, BRATT ELEMENTARY, BRENTWOOD ELEMENTARY, BROWN BARGE MIDDLE, BROWN-BARGE ANNEX, C A WEIS ELEMENTARY, CAMELOT, CENTRAL WAREHOUSE, CORDOVA PARK ELEMENTARY, ENSLEY ELEMENTARY, ESCAMBIA SENIOR HIGH, ESCAMBIA WESTGATE CENTER, FERRY PASS ELEMENTARY, FERRY PASS MIDDLE, GEO STONE / W FL HI SCHOOL OF ADVANCED TECHNOLOGY, GLOBAL LEARNING ACADEMY, HELLEN CARO ELEMENTARY, J E HALL EDUCATIONAL SERVICES CENTER, J H WORKMAN MIDDLE, J M TATE SENIOR HIGH, JIM ALLEN ELEMENTARY, JIM C BAILEY MIDDLE, JUDY ANDREWS SCHOOL, L D MCARTHUR ELEMENTARY, LINCOLN PARK PRIMARY, LONGLEAF ELEMENTARY, MCMILLAN PRE-K CENTER, MOLINO PARK ELEMENTARY, MONTCLAIR ELEMENTARY, MYRTLE GROVE ELEMENTARY, N B COOK ELEMENTARY, NAVY POINT ELEMENTARY, NORTHVIEW SENIOR HIGH, O J SEMMES ELEMENTARY, OAKCREST ELEMENTARY, PENSACOLA SENIOR HIGH, PINE FOREST SENIOR HIGH, PINE MEADOW ELEMENTARY, PLEASANT GROVE ELEMENTARY, R C LIPSCOMB ELEMENTARY, RANSOM MIDDLE, REINHARDT HOLM ELEMENTARY, ROY L HYATT ENVIRONMENTAL CENTER, SCENIC HEIGHTS ELEMENTARY, SHERWOOD ELEMENTARY, SPENCER BIBBS CENTER, VERNON MCDANIEL ADMINISTRATION BUILDING, W J WOODHAM MIDDLE SCHOOL, WARRINGTON ELEMENTARY, WARRINGTON MIDDLE, WASHINGTON SENIOR HIGH, WEST PENSACOLA ELEMENTARY						
Bleacher Repair and Replace Cycle		\$38,039	\$38,039	\$38,039	\$38,039	\$38,039	\$190,195
Locations	BELLVIEW MIDDLE, BROWN BARGE MIDDLE, ERNEST WARD MIDDLE, ESCAMBIA SENIOR HIGH, FERRY PASS MIDDLE, GEO STONE / W FL HI SCHOOL OF ADVANCED TECHNOLOGY, J H WORKMAN MIDDLE, J M TATE SENIOR HIGH, PENSACOLA SENIOR HIGH, PINE FOREST SENIOR HIGH, RANSOM MIDDLE, W J WOODHAM MIDDLE SCHOOL, WARRINGTON MIDDLE, WASHINGTON SENIOR HIGH						
Energy Management DDC Controls		\$38,039	\$38,039	\$38,039	\$38,039	\$38,039	\$190,195
Locations	ALLIE YNIESTRA ELEMENTARY, BELLVIEW ELEMENTARY, BELLVIEW MIDDLE, BEULAH ELEMENTARY, BLUE ANGELS ELEMENTARY, BRATT ELEMENTARY, BRENTWOOD ELEMENTARY, BROWN BARGE MIDDLE, BROWN-BARGE ANNEX, C A WEIS ELEMENTARY, CAMELOT, CENTRAL WAREHOUSE, CORDOVA PARK ELEMENTARY, ENSLEY ELEMENTARY, ESCAMBIA SENIOR HIGH, ESCAMBIA WESTGATE CENTER, FERRY PASS ELEMENTARY, FERRY PASS MIDDLE, GEO STONE / W FL HI SCHOOL OF ADVANCED TECHNOLOGY, GLOBAL LEARNING ACADEMY, HELLEN CARO ELEMENTARY, J E HALL EDUCATIONAL SERVICES CENTER, J H WORKMAN MIDDLE, J M TATE SENIOR HIGH, JIM ALLEN ELEMENTARY, JIM C BAILEY MIDDLE, JUDY ANDREWS SCHOOL, L D MCARTHUR ELEMENTARY, LINCOLN PARK PRIMARY, LONGLEAF ELEMENTARY, MCMILLAN PRE-K CENTER, MOLINO PARK ELEMENTARY, MONTCLAIR ELEMENTARY, MYRTLE GROVE ELEMENTARY, N B COOK ELEMENTARY, NAVY POINT ELEMENTARY, NORTHVIEW SENIOR HIGH, O J SEMMES ELEMENTARY, OAKCREST ELEMENTARY, PENSACOLA SENIOR HIGH, PINE FOREST SENIOR HIGH, PINE MEADOW ELEMENTARY, PLEASANT GROVE ELEMENTARY, R C LIPSCOMB ELEMENTARY, RANSOM MIDDLE, REINHARDT HOLM ELEMENTARY, ROY L HYATT ENVIRONMENTAL CENTER, SCENIC HEIGHTS ELEMENTARY, SHERWOOD ELEMENTARY, SPENCER BIBBS CENTER, VERNON MCDANIEL ADMINISTRATION BUILDING, W J WOODHAM MIDDLE SCHOOL, WARRINGTON ELEMENTARY, WARRINGTON MIDDLE, WASHINGTON SENIOR HIGH, WEST PENSACOLA ELEMENTARY						
Facilities Planning Salary Abatement		\$732,845	\$732,845	\$732,845	\$732,845	\$732,845	\$3,664,225
Locations	J E HALL EDUCATIONAL SERVICES CENTER						
Undistributed Door Replacement Cycle		\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$250,000
Locations	ALLIE YNIESTRA ELEMENTARY, BELLVIEW ELEMENTARY, BELLVIEW MIDDLE, BEULAH ELEMENTARY, BLUE ANGELS ELEMENTARY, BRATT ELEMENTARY, BRENTWOOD ELEMENTARY, BROWN BARGE MIDDLE, BROWN-BARGE ANNEX, C A WEIS ELEMENTARY, CAMELOT, CENTRAL WAREHOUSE, CORDOVA PARK ELEMENTARY, ENSLEY ELEMENTARY, ESCAMBIA SENIOR HIGH, ESCAMBIA WESTGATE CENTER, FERRY PASS ELEMENTARY, FERRY PASS MIDDLE, GEO STONE / W FL HI SCHOOL OF ADVANCED TECHNOLOGY, GLOBAL LEARNING ACADEMY, HELLEN CARO ELEMENTARY, J E HALL EDUCATIONAL SERVICES CENTER, J H WORKMAN MIDDLE, J M TATE SENIOR HIGH, JIM ALLEN ELEMENTARY, JIM C BAILEY MIDDLE, JUDY ANDREWS SCHOOL, L D MCARTHUR ELEMENTARY, LINCOLN PARK PRIMARY, LONGLEAF ELEMENTARY, MCMILLAN PRE-K CENTER, MOLINO PARK ELEMENTARY, MONTCLAIR ELEMENTARY, MYRTLE GROVE ELEMENTARY, N B COOK ELEMENTARY, NAVY POINT ELEMENTARY, NORTHVIEW SENIOR HIGH, O J SEMMES ELEMENTARY, OAKCREST ELEMENTARY, PENSACOLA SENIOR HIGH, PINE FOREST SENIOR HIGH, PINE MEADOW ELEMENTARY, PLEASANT GROVE ELEMENTARY, R C LIPSCOMB ELEMENTARY, RANSOM MIDDLE, REINHARDT HOLM ELEMENTARY, ROY L HYATT ENVIRONMENTAL CENTER, SCENIC HEIGHTS ELEMENTARY, SHERWOOD ELEMENTARY, SPENCER BIBBS CENTER, VERNON MCDANIEL ADMINISTRATION BUILDING, W J WOODHAM MIDDLE SCHOOL, WARRINGTON ELEMENTARY, WARRINGTON MIDDLE, WASHINGTON SENIOR HIGH, WEST PENSACOLA ELEMENTARY						
Undistributed Asbestos Abatement		\$24,505	\$24,505	\$24,505	\$24,505	\$24,505	\$122,525



Locations	ALLIE YNIESTRA ELEMENTARY, BELLVIEW ELEMENTARY, BELLVIEW MIDDLE, BEULAH ELEMENTARY, BLUE ANGELS ELEMENTARY, BRATT ELEMENTARY, BRENTWOOD ELEMENTARY, BROWN BARGE MIDDLE, BROWN-BARGE ANNEX, C A WEIS ELEMENTARY, CAMELOT, CENTRAL WAREHOUSE, CORDOVA PARK ELEMENTARY, ENSLEY ELEMENTARY, ESCAMBIA SENIOR HIGH, ESCAMBIA WESTGATE CENTER, FERRY PASS ELEMENTARY, FERRY PASS MIDDLE, GEO STONE / W FL HI SCHOOL OF ADVANCED TECHNOLOGY, GLOBAL LEARNING ACADEMY, HELLEN CARO ELEMENTARY, J E HALL EDUCATIONAL SERVICES CENTER, J H WORKMAN MIDDLE, J M TATE SENIOR HIGH, JIM ALLEN ELEMENTARY, JIM C BAILEY MIDDLE, JUDY ANDREWS SCHOOL, L D MCARTHUR ELEMENTARY, LINCOLN PARK PRIMARY, LONGLEAF ELEMENTARY, MCMILLAN PRE-K CENTER, MOLINO PARK ELEMENTARY, MONTCLAIR ELEMENTARY, MYRTLE GROVE ELEMENTARY, N B COOK ELEMENTARY, NAVY POINT ELEMENTARY, NORTHVIEW SENIOR HIGH, O J SEMMES ELEMENTARY, OAKCREST ELEMENTARY, PENSACOLA SENIOR HIGH, PINE FOREST SENIOR HIGH, PINE MEADOW ELEMENTARY, PLEASANT GROVE ELEMENTARY, R C LIPSCOMB ELEMENTARY, RANSOM MIDDLE, REINHARDT HOLM ELEMENTARY, ROY L HYATT ENVIRONMENTAL CENTER, SCENIC HEIGHTS ELEMENTARY, SHERWOOD ELEMENTARY, SPENCER BIBBS CENTER, VERNON MCDANIEL ADMINISTRATION BUILDING, W J WOODHAM MIDDLE SCHOOL, WARRINGTON ELEMENTARY, WARRINGTON MIDDLE, WASHINGTON SENIOR HIGH, WEST PENSACOLA ELEMENTARY					
Total:	\$1,705,043	\$1,705,043	\$1,705,043	\$2,405,043	\$2,405,043	\$9,925,215

### Local 1.50 Mill Expenditure For Maintenance, Repair and Renovation

Anticipated expenditures expected from local funding sources over the years covered by the current work plan.

Item	2015 - 2016 Actual Budget	2016 - 2017 Projected	2017 - 2018 Projected	2018 - 2019 Projected	2019 - 2020 Projected	Total
Remaining Maint and Repair from 1.5 Mills	\$792,845	\$427,966	\$285,609	\$722,737	\$587,318	\$2,816,475
Maintenance/Repair Salaries	\$0	\$0	\$0	\$0	\$0	\$0
School Bus Purchases	\$4,075,210	\$5,380,734	\$6,846,120	\$6,990,917	\$6,961,798	\$30,254,779
Other Vehicle Purchases	\$0	\$150,000	\$180,000	\$200,000	\$300,000	\$830,000
Capital Outlay Equipment	\$4,961,546	\$4,763,151	\$4,700,000	\$5,129,930	\$5,850,000	\$25,404,627
Rent/Lease Payments	\$0	\$0	\$0	\$0	\$0	\$0
COP Debt Service	\$4,410,580	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$24,410,580
Rent/Lease Relocatables	\$0	\$0	\$0	\$0	\$0	\$0
Environmental Problems	\$0	\$0	\$0	\$0	\$0	\$0
s.1011.14 Debt Service	\$0	\$0	\$0	\$0	\$0	\$0
Special Facilities Construction Account	\$0	\$0	\$0	\$0	\$0	\$0
Premiums for Property Casualty Insurance - 1011.71 (4a,b)	\$0	\$0	\$0	\$0	\$0	\$0
Qualified School Construction Bonds (QSCB)	\$0	\$0	\$0	\$0	\$0	\$0
Qualified Zone Academy Bonds (QZAB)	\$0	\$0	\$0	\$0	\$0	\$0
Property Insurance	\$2,500,000	\$3,000,000	\$3,000,000	\$3,000,000	\$3,000,000	\$14,500,000
Maintenance Transfer	\$4,700,000	\$6,246,935	\$6,309,404	\$6,372,498	\$6,549,948	\$30,178,785
Software	\$100,000	\$0	\$0	\$0	\$0	\$100,000
Portable Classroom Renovation	\$0	\$0	\$0	\$350,000	\$350,000	\$700,000
Local Expenditure Totals:	\$21,540,181	\$24,968,786	\$26,321,133	\$27,766,082	\$28,599,064	\$129,195,246

## Revenue

### 1.50 Mill Revenue Source



Schedule of Estimated Capital Outlay Revenue from each currently approved source which is estimated to be available for expenditures on the projects included in the tentative district facilities work program. All amounts are NET after considering carryover balances, interest earned, new COP's, 1011.14 and 1011.15 loans, etc. Districts cannot use 1.5-Mill funds for salaries except for those explicitly associated with maintenance/repair projects. (1011.71 (5), F.S.)

Item	Fund	2015 - 2016 Actual Value	2016 - 2017 Projected	2017 - 2018 Projected	2018 - 2019 Projected	2019 - 2020 Projected	Total
(1) Non-exempt property assessed valuation		\$16,425,833,308	\$17,339,435,048	\$18,278,564,579	\$19,282,001,306	\$19,860,461,345	\$91,186,295,586
(2) The Millege projected for discretionary capital outlay per s.1011.71		1.37	1.50	1.50	1.50	1.50	
(3) Full value of the 1.50-Mill discretionary capital outlay per s.1011.71		\$27,595,400	\$29,130,251	\$30,707,988	\$32,393,762	\$33,365,575	\$153,192,976
(4) Value of the portion of the 1.50 -Mill ACTUALLY levied	370	\$21,540,181	\$24,968,786	\$26,321,133	\$27,766,082	\$28,599,064	\$129,195,246
(5) Difference of lines (3) and (4)		\$6,055,219	\$4,161,465	\$4,386,855	\$4,627,680	\$4,766,511	\$23,997,730

### PECO Revenue Source

The figure in the row designated "PECO Maintenance" will be subtracted from funds available for new construction because PECO maintenance dollars cannot be used for new construction.

Item	Fund	2015 - 2016 Actual Budget	2016 - 2017 Projected	2017 - 2018 Projected	2018 - 2019 Projected	2019 - 2020 Projected	Total
PECO New Construction	340	\$0	\$0	\$0	\$0	\$0	\$0
PECO Maintenance Expenditures		\$912,198	\$1,277,077	\$1,419,434	\$1,682,306	\$1,817,725	\$7,108,740
		\$912,198	\$1,277,077	\$1,419,434	\$1,682,306	\$1,817,725	\$7,108,740

### CO & DS Revenue Source

Revenue from Capital Outlay and Debt Service funds.

Item	Fund	2015 - 2016 Actual Budget	2016 - 2017 Projected	2017 - 2018 Projected	2018 - 2019 Projected	2019 - 2020 Projected	Total
CO & DS Cash Flow-through Distributed	360	\$315,220	\$315,220	\$315,220	\$315,220	\$315,220	\$1,576,100
CO & DS Interest on Undistributed CO	360	\$11,229	\$11,229	\$11,229	\$11,229	\$11,229	\$56,145
		\$326,449	\$326,449	\$326,449	\$326,449	\$326,449	\$1,632,245

### Fair Share Revenue Source

All legally binding commitments for proportionate fair-share mitigation for impacts on public school facilities must be included in the 5-year district work program.

Nothing reported for this section.

### Sales Surtax Referendum

Specific information about any referendum for a 1-cent or ½-cent surtax referendum during the previous year.

Did the school district hold a surtax referendum during the past fiscal year 2014 - 2015?

Yes

**Sales Surtax Type:** Half Cent Sales Surtax

**Date of Election:** 11/4/2014

**Date of Expiration:** 12/31/2027

**Anticipated Revenue Start Date:** 1/1/2018

**Anticipated Revenue End Date:** 1/31/2028

**Estimated Annualized Revenue:** \$20,000,000

**Total \$ Amount Projected to be Received for the Duration of Tax:** \$200,000,000

**Number of Years Tax In Effect:** 10

**Percentage of Vote FOR:** 69 %

**Percentage of Vote AGAINST:** 31 %

### Additional Revenue Source

Any additional revenue sources

Item	2015 - 2016 Actual Value	2016 - 2017 Projected	2017 - 2018 Projected	2018 - 2019 Projected	2019 - 2020 Projected	Total
Charter School Capital Outlay	\$289,678	\$289,678	\$289,678	\$289,678	\$289,678	\$1,448,390
Proceeds from a s.1011.14/15 F.S. Loans	\$0	\$0	\$0	\$0	\$0	\$0
District Bonds - Voted local bond referendum proceeds per s.9, Art VII State Constitution	\$0	\$0	\$0	\$0	\$0	\$0
Proceeds from Special Act Bonds	\$0	\$0	\$0	\$0	\$0	\$0
Estimated Revenue from CO & DS Bond Sale	\$0	\$0	\$0	\$0	\$0	\$0
Proceeds from Voted Capital Improvements millage	\$0	\$0	\$0	\$0	\$0	\$0
Other Revenue for Other Capital Projects	\$0	\$0	\$0	\$0	\$0	\$0
Proceeds from 1/2 cent sales surtax authorized by school board	\$20,000,000	\$20,000,000	\$20,000,000	\$20,000,000	\$20,000,000	\$100,000,000
Proceeds from local governmental infrastructure sales surtax	\$0	\$0	\$0	\$0	\$0	\$0
Proceeds from Certificates of Participation (COP's) Sale	\$0	\$0	\$0	\$0	\$0	\$0
Classrooms First Bond proceeds amount authorized in FY 1997-98	\$0	\$0	\$0	\$0	\$0	\$0
Classrooms for Kids	\$0	\$0	\$0	\$0	\$0	\$0
District Equity Recognition	\$0	\$0	\$0	\$0	\$0	\$0
Federal Grants	\$0	\$0	\$0	\$0	\$0	\$0
Proportionate share mitigation (actual cash revenue only, not in kind donations)	\$0	\$0	\$0	\$0	\$0	\$0



Impact fees received	\$0	\$0	\$0	\$0	\$0	\$0
Private donations	\$0	\$0	\$0	\$0	\$0	\$0
Grants from local governments or not-for-profit organizations	\$0	\$0	\$0	\$0	\$0	\$0
Interest, Including Profit On Investment	\$0	\$0	\$0	\$0	\$0	\$0
Revenue from Bonds pledging proceeds from 1 cent or 1/2 cent Sales Surtax	\$2,200,000	\$21,000,000	\$25,000,000	\$4,000,000	\$0	\$52,200,000
Total Fund Balance Carried Forward	\$84,181,380	\$0	\$0	\$0	\$0	\$84,181,380
General Capital Outlay Obligated Fund Balance Carried Forward From Total Fund Balance Carried Forward	\$0	\$0	\$0	\$0	\$0	\$0
Special Facilities Construction Account	\$0	\$0	\$0	\$0	\$0	\$0
One Cent - 1/2 Cent Sales Surtax Debt Service From Total Fund Balance Carried Forward	\$0	\$0	\$0	\$0	\$0	\$0
Capital Outlay Projects Funds Balance Carried Forward From Total Fund Balance Carried Forward	\$0	\$0	\$0	\$0	\$0	\$0
<b>Subtotal</b>	<b>\$106,671,058</b>	<b>\$41,289,678</b>	<b>\$45,289,678</b>	<b>\$24,289,678</b>	<b>\$20,289,678</b>	<b>\$237,829,770</b>

## Total Revenue Summary

Item Name	2015 - 2016 Budget	2016 - 2017 Projected	2017 - 2018 Projected	2018 - 2019 Projected	2019 - 2020 Projected	Five Year Total
Local 1.5 Mill Discretionary Capital Outlay Revenue	\$21,540,181	\$24,968,786	\$26,321,133	\$27,766,082	\$28,599,064	\$129,195,246
PECO and 1.5 Mill Maint and Other 1.5 Mill Expenditures	(\$21,540,181)	(\$24,968,786)	(\$26,321,133)	(\$27,766,082)	(\$28,599,064)	(\$129,195,246)
PECO Maintenance Revenue	\$912,198	\$1,277,077	\$1,419,434	\$1,682,306	\$1,817,725	\$7,108,740
<b>Available 1.50 Mill for New Construction</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

Item Name	2015 - 2016 Budget	2016 - 2017 Projected	2017 - 2018 Projected	2018 - 2019 Projected	2019 - 2020 Projected	Five Year Total
CO & DS Revenue	\$326,449	\$326,449	\$326,449	\$326,449	\$326,449	\$1,632,245
PECO New Construction Revenue	\$0	\$0	\$0	\$0	\$0	\$0
Other/Additional Revenue	\$106,671,058	\$41,289,678	\$45,289,678	\$24,289,678	\$20,289,678	\$237,829,770
<b>Total Additional Revenue</b>	<b>\$106,997,507</b>	<b>\$41,616,127</b>	<b>\$45,616,127</b>	<b>\$24,616,127</b>	<b>\$20,616,127</b>	<b>\$239,462,015</b>
<b>Total Available Revenue</b>	<b>\$106,997,507</b>	<b>\$41,616,127</b>	<b>\$45,616,127</b>	<b>\$24,616,127</b>	<b>\$20,616,127</b>	<b>\$239,462,015</b>

## Project Schedules

### Capacity Project Schedules

A schedule of capital outlay projects necessary to ensure the availability of satisfactory classrooms for the projected student enrollment in K-12 programs.

Project Description	Location		2015 - 2016	2016 - 2017	2017 - 2018	2018 - 2019	2019 - 2020	Total	Funded
New Northwest K-5 School	Location not specified	Planned Cost:	\$4,500,000	\$5,000,000	\$0	\$0	\$0	\$9,500,000	Yes
	Student Stations:		796	0	0	0	0	796	
	Total Classrooms:		0	0	0	0	0	0	
	Gross Sq Ft:		123,954	0	0	0	0	123,954	
New Westside K-5 School	Location not specified	Planned Cost:	\$0	\$0	\$2,500,000	\$2,500,000	\$3,000,000	\$8,000,000	Yes
	Student Stations:		0	0	796	0	0	796	
	Total Classrooms:		0	0	0	0	0	0	
	Gross Sq Ft:		0	0	123,954	0	0	123,954	
New Northwest Middle	Location not specified	Planned Cost:	\$2,200,000	\$21,000,000	\$21,000,000	\$0	\$0	\$44,200,000	Yes
	Student Stations:		1,206	0	0	0	0	1,206	
	Total Classrooms:		0	0	0	0	0	0	
	Gross Sq Ft:		199,095	0	0	0	0	199,095	

<b>Planned Cost:</b>	<b>\$6,700,000</b>	<b>\$26,000,000</b>	<b>\$23,500,000</b>	<b>\$2,500,000</b>	<b>\$3,000,000</b>	<b>\$61,700,000</b>
<b>Student Stations:</b>	<b>2,002</b>	<b>0</b>	<b>796</b>	<b>0</b>	<b>0</b>	<b>2,798</b>
<b>Total Classrooms:</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Gross Sq Ft:</b>	<b>323,049</b>	<b>0</b>	<b>123,954</b>	<b>0</b>	<b>0</b>	<b>447,003</b>

### Other Project Schedules

Major renovations, remodeling, and additions of capital outlay projects that do not add capacity to schools.

Project Description	Location	2015 - 2016 Actual Budget	2016 - 2017 Projected	2017 - 2018 Projected	2018 - 2019 Projected	2019 - 2020 Projected	Total	Funded
Half Cent Sales Surtax Projects as listed in the Educational Plant Survey (includes fencing, roofing, etc.)	Location not specified	\$0	\$0	\$2,500,000	\$2,500,000	\$5,000,000	\$10,000,000	Yes
LCIF Carryover	Location not specified	\$1,853,105	\$0	\$0	\$0	\$0	\$1,853,105	Yes
1.5 Mill Carryover	Location not specified	\$12,744,780	\$0	\$0	\$0	\$0	\$12,744,780	Yes
Half Cent Sales Tax Carryover	Location not specified	\$68,622,498	\$0	\$0	\$0	\$0	\$68,622,498	Yes



District Wide General Renovations	Location not specified	\$500,000	\$500,000	\$750,000	\$750,000	\$750,000	\$3,250,000	Yes
CO & DS Flow Through Carryover	Location not specified	\$960,997	\$0	\$0	\$0	\$0	\$960,997	Yes
Charter School Capital Outlay	Location not specified	\$289,678	\$289,678	\$289,678	\$289,678	\$289,678	\$1,448,390	Yes
Facilities Systems - Roofing	Location not specified	\$1,000,000	\$750,000	\$1,000,000	\$1,000,000	\$1,000,000	\$4,750,000	Yes
Facilities Systems - Mechanical Life Safety	Location not specified	\$1,500,000	\$1,500,000	\$2,000,000	\$2,000,000	\$2,000,000	\$9,000,000	Yes
District Wide Safety to Life	Location not specified	\$188,444	\$188,444	\$188,444	\$188,444	\$188,444	\$942,220	Yes
District Wide Campus Security Systems	Location not specified	\$250,000	\$150,000	\$150,000	\$150,000	\$150,000	\$850,000	Yes
District Wide Equipment	Location not specified	\$38,005	\$38,005	\$38,005	\$38,005	\$38,005	\$190,025	Yes
District Wide Athletic Renovation & Repair	Location not specified	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$2,500,000	Yes
New Northwest Middle - Land Acquisition	Location not specified	\$1,150,000	\$0	\$0	\$0	\$0	\$1,150,000	Yes
District Wide Sitework	Location not specified	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$2,500,000	Yes
District Wide Portable Reduction	Location not specified	\$0	\$0	\$0	\$1,000,000	\$1,000,000	\$2,000,000	Yes
New Covered Play Building	ESCAMBIA WESTGATE CENTER	\$0	\$2,000,000	\$0	\$0	\$0	\$2,000,000	Yes
New Covered Play Building at Various Elementary Schools	Location not specified	\$4,000,000	\$3,000,000	\$4,000,000	\$3,000,000	\$0	\$14,000,000	Yes
District Wide ADA Accommodations	Location not specified	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$500,000	Yes
Debt Service - Sales Tax Revenue Bond	Location not specified	\$6,000,000	\$6,000,000	\$6,000,000	\$6,000,000	\$6,000,000	\$30,000,000	Yes
Necessary Modifications for the Physically Disabled in Existing Buildings	Location not specified	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$500,000	Yes
Repurpose to West Florida Technical High	W J WOODHAM MIDDLE SCHOOL	\$0	\$0	\$4,000,000	\$0	\$0	\$4,000,000	Yes
Repurpose West Florida High to Brown Barge Middle	Location not specified	\$0	\$0	\$0	\$4,000,000	\$0	\$4,000,000	Yes
		\$100,297,507	\$15,616,127	\$22,116,127	\$22,116,127	\$17,616,127	\$177,762,015	

### Additional Project Schedules

Any projects that are not identified in the last approved educational plant survey.

Nothing reported for this section.

### Non Funded Growth Management Project Schedules

Schedule indicating which projects, due to planned development, that CANNOT be funded from current revenues projected over the next five years.

Nothing reported for this section.

# Tracking

## Capacity Tracking

Location	2015 - 2016 Satis. Stu. Sta.	Actual 2015 - 2016 FISH Capacity	Actual 2014 - 2015 COFTE	# Class Rooms	Actual Average 2015 - 2016 Class Size	Actual 2015 - 2016 Utilization	New Stu. Capacity	New Rooms to be Added/Removed	Projected 2019 - 2020 COFTE	Projected 2019 - 2020 Utilization	Projected 2019 - 2020 Class Size
HELLEN CARO ELEMENTARY	889	889	958	48	20	108.00 %	0	0	796	90.00 %	17
JIM ALLEN ELEMENTARY	762	762	578	39	15	76.00 %	0	0	600	79.00 %	15
BELLVIEW ELEMENTARY	888	888	722	46	16	81.00 %	0	0	750	84.00 %	16
BELLVIEW MIDDLE	1,551	1,395	1,021	64	16	73.00 %	0	0	995	71.00 %	16
BRATT ELEMENTARY	542	542	401	27	15	74.00 %	0	0	425	78.00 %	16
BRENTWOOD ELEMENTARY	607	607	587	33	18	97.00 %	0	0	580	96.00 %	18
BROWN BARGE MIDDLE	939	845	558	44	13	66.00 %	-895	-44	0	0.00 %	0
BYRNEVILLE ELEMENTARY-CHARTER SCHOOL	40	0	0	2	0	0.00 %	0	0	0	0.00 %	0
CARVER/CENTURY K-8	525	0	0	26	0	0.00 %	0	0	0	0.00 %	0
RANSOM MIDDLE	1,698	1,528	1,393	73	19	91.00 %	0	0	1,300	85.00 %	18
CORDOVA PARK ELEMENTARY	702	702	682	37	18	97.00 %	0	0	650	93.00 %	18
ENSLEY ELEMENTARY	463	463	473	25	19	102.00 %	0	0	463	100.00 %	19
ESCAMBIA SENIOR HIGH	2,135	2,028	1,709	87	20	84.00 %	0	0	1,750	86.00 %	20
FERRY PASS ELEMENTARY	623	623	724	33	22	116.00 %	0	0	623	100.00 %	19
FERRY PASS MIDDLE	1,116	1,004	990	50	20	99.00 %	0	0	995	99.00 %	20
MONTCLAIR ELEMENTARY	548	548	307	28	11	56.00 %	0	0	315	57.00 %	11
MYRTLE GROVE ELEMENTARY	685	685	605	36	17	88.00 %	0	0	600	88.00 %	17
NAVY POINT ELEMENTARY	585	585	448	32	14	77.00 %	0	0	525	90.00 %	16
OAKCREST ELEMENTARY	525	525	664	28	24	126.00 %	0	0	525	100.00 %	19
PENSACOLA SENIOR HIGH	1,975	1,876	1,420	82	17	76.00 %	0	0	1,575	84.00 %	19
PINE MEADOW ELEMENTARY	883	883	905	47	19	103.00 %	0	0	750	85.00 %	16
PLEASANT GROVE ELEMENTARY	632	632	730	34	21	115.00 %	0	0	632	100.00 %	19
SCENIC HEIGHTS ELEMENTARY	853	853	764	44	17	90.00 %	0	0	750	88.00 %	17



O J SEMMES ELEMENTARY	566	566	396	29	14	70.00 %	0	0	400	71.00 %	14
SHERWOOD ELEMENTARY	673	673	601	34	18	89.00 %	0	0	600	89.00 %	18
A K SUTER ELEMENTARY	645	645	438	34	13	68.00 %	0	0	600	93.00 %	18
J M TATE SENIOR HIGH	2,169	2,060	2,067	96	22	100.00 %	0	0	2,000	97.00 %	21
ERNEST WARD MIDDLE	706	635	454	30	15	71.00 %	0	0	575	91.00 %	19
WARRINGTON ELEMENTARY	624	624	424	33	13	68.00 %	0	0	425	68.00 %	13
WARRINGTON MIDDLE	1,290	1,161	673	54	12	58.00 %	0	0	725	62.00 %	13
C A WEIS ELEMENTARY	641	641	544	36	15	85.00 %	0	0	550	86.00 %	15
WEST PENSACOLA ELEMENTARY	685	685	424	36	12	62.00 %	0	0	450	66.00 %	13
J H WORKMAN MIDDLE	1,257	1,131	941	58	16	83.00 %	0	0	950	84.00 %	16
REINHARDT HOLM ELEMENTARY	669	669	471	36	13	70.00 %	0	0	500	75.00 %	14
JUDY ANDREWS SCHOOL	275	275	43	11	4	16.00 %	0	0	45	16.00 %	4
JOHN A GIBSON HEADSTART PROGRAM	218	0	0	11	0	0.00 %	0	0	0	0.00 %	0
MCMILLAN PRE-K CENTER	252	252	26	14	2	10.00 %	0	0	30	12.00 %	2
LINCOLN PARK PRIMARY	390	390	147	23	6	38.00 %	0	0	150	38.00 %	7
W J WOODHAM MIDDLE SCHOOL	1,669	1,502	689	70	10	46.00 %	0	0	1,295	86.00 %	19
GEO STONE / W FL HI SCHOOL OF ADVANCED TECHNOLOGY	1,709	2,050	1,255	78	16	61.00 %	-571	0	1,138	77.00 %	15
PINE FOREST SENIOR HIGH	2,055	1,952	1,673	85	20	86.00 %	0	0	1,685	86.00 %	20
LONGLEAF ELEMENTARY	780	780	774	41	19	99.00 %	0	0	750	96.00 %	18
L D MCARTHUR ELEMENTARY	819	819	763	45	17	93.00 %	0	0	750	92.00 %	17
ESCAMBIA WESTGATE CENTER	381	381	229	37	6	60.00 %	0	0	200	52.00 %	5
BEULAH ELEMENTARY	1,023	1,023	968	53	18	95.00 %	0	0	750	73.00 %	14
WASHINGTON SENIOR HIGH	1,931	1,834	1,694	81	21	92.00 %	0	0	1,750	95.00 %	22
R C LIPSCOMB ELEMENTARY	952	952	933	50	19	98.00 %	0	0	796	84.00 %	16
JIM C BAILEY MIDDLE	1,486	1,337	1,391	66	21	104.00 %	0	0	1,200	90.00 %	18
NORTHVIEW SENIOR HIGH	662	529	476	28	17	90.00 %	0	0	500	95.00 %	18
N B COOK ELEMENTARY	680	680	578	35	17	85.00 %	0	0	660	97.00 %	19
BLUE ANGELS ELEMENTARY	843	843	914	45	20	108.00 %	0	0	750	89.00 %	17
MOLINO PARK ELEMENTARY	756	756	416	36	12	55.00 %	0	0	450	60.00 %	13



GLOBAL LEARNING ACADEMY	836	836	757	45	17	91.00 %	0	0	750	90.00 %	17
	47,808	45,544	37,797	2,295	16	82.99 %	-1,466	-44	37,023	83.99 %	16

The COFTE Projected Total (37,023) for 2019 - 2020 must match the Official Forecasted COFTE Total (37,023 ) for 2019 - 2020 before this section can be completed. In the event that the COFTE Projected Total does not match the Official forecasted COFTE, then the Balanced Projected COFTE Table should be used to balance COFTE.

Projected COFTE for 2019 - 2020		Grade Level Type	Balanced Projected COFTE for 2019 - 2020
Elementary (PK-3)	12,032	Elementary (PK-3)	0
Middle (4-8)	14,902	Middle (4-8)	0
High (9-12)	10,089	High (9-12)	0
	37,023		37,023

### Relocatable Replacement

Number of relocatable classrooms clearly identified and scheduled for replacement in the school board adopted financially feasible 5-year district work program.

Location	2015 - 2016	2016 - 2017	2017 - 2018	2018 - 2019	2019 - 2020	Year 5 Total
BROWN BARGE MIDDLE	2	0	0	0	0	2
OAKCREST ELEMENTARY	0	0	0	5	5	10
PINE MEADOW ELEMENTARY	0	0	3	0	0	3
PINE FOREST SENIOR HIGH	1	0	0	0	0	1
BEULAH ELEMENTARY	0	0	0	8	10	18
<b>Total Relocatable Replacements:</b>	<b>3</b>	<b>0</b>	<b>3</b>	<b>13</b>	<b>15</b>	<b>34</b>

### Charter Schools Tracking

Information regarding the use of charter schools.

Location-Type	# Relocatable units or permanent classrooms	Owner	Year Started or Scheduled	Student Stations	Students Enrolled	Years in Contract	Total Charter Students projected for 2019 - 2020
Pensacola Beach Elementary	9	PRIVATE	2002	152	140	15	135
Beulah Academy of Science	14	PRIVATE	1998	300	286	15	287
Jacqueline Harris Preparatory	12	PRIVATE	2001	225	200	10	240
Escambia Charter School	12	COUNTY GOVERNMENT	1996	300	120	10	125
Capstone Academy	3	OTHER	2004	27	24	5	27

Byrneville Charter	13	SCHOOL BOARD	2002	200	175	15	175
	63			1,204	945		989

### Special Purpose Classrooms Tracking

The number of classrooms that will be used for certain special purposes in the current year, by facility and type of classroom, that the district will, 1), not use for educational purposes, and 2), the co-teaching classrooms that are not open plan classrooms and will be used for educational purposes.

School	School Type	# of Elementary K-3 Classrooms	# of Middle 4-8 Classrooms	# of High 9-12 Classrooms	# of ESE Classrooms	# of Combo Classrooms	Total Classrooms
Total Educational Classrooms:		0	0	0	0	0	0

School	School Type	# of Elementary K-3 Classrooms	# of Middle 4-8 Classrooms	# of High 9-12 Classrooms	# of ESE Classrooms	# of Combo Classrooms	Total Classrooms
Total Co-Teaching Classrooms:		0	0	0	0	0	0

### Infrastructure Tracking

Necessary offsite infrastructure requirements resulting from expansions or new schools. This section should include infrastructure information related to capacity project schedules and other project schedules (Section 4).

Will require water, sewer, fire protection, electricity and telecommunications to support both the new Northwest K-5 School and new Northwest Middle Schools.

Proposed location of planned facilities, whether those locations are consistent with the comprehensive plans of all affected local governments, and recommendations for infrastructure and other improvements to land adjacent to existing facilities. Provisions of 1013.33(12), (13) and (14) and 1013.36 must be addressed for new facilities planned within the 1st three years of the plan (Section 5).

Parcel for new Northwest Middle School has been purchased and contains 33.57 acres. The new Northwest K-5 School will be constructed on property already owned by the district.

Consistent with Comp Plan? Yes

### Net New Classrooms

The number of classrooms, by grade level and type of construction, that were added during the last fiscal year.

List the net new classrooms added in the 2014 - 2015 fiscal year.					List the net new classrooms to be added in the 2015 - 2016 fiscal year.			
"Classrooms" is defined as capacity carrying classrooms that are added to increase capacity to enable the district to meet the Class Size Amendment.					Totals for fiscal year 2015 - 2016 should match totals in Section 15A.			
Location	2014 - 2015 # Permanent	2014 - 2015 # Modular	2014 - 2015 # Relocatable	2014 - 2015 Total	2015 - 2016 # Permanent	2015 - 2016 # Modular	2015 - 2016 # Relocatable	2015 - 2016 Total
Elementary (PK-3)	0	0	0	0	0	0	0	0
Middle (4-8)	0	0	0	0	0	0	0	0
High (9-12)	0	0	0	0	0	0	0	0
	0	0	0	0	0	0	0	0



### Relocatable Student Stations

Number of students that will be educated in relocatable units, by school, in the current year, and the projected number of students for each of the years in the workplan.

Site	2015 - 2016	2016 - 2017	2017 - 2018	2018 - 2019	2019 - 2020	5 Year Average
JIM ALLEN ELEMENTARY	0	0	0	0	0	0
BELLVIEW ELEMENTARY	0	0	0	0	0	0
BELLVIEW MIDDLE	110	110	110	110	110	110
BRATT ELEMENTARY	0	0	0	0	0	0
BRENTWOOD ELEMENTARY	80	80	80	80	0	64
BROWN BARGE MIDDLE	44	44	44	0	0	26
BYRNEVILLE ELEMENTARY-CHARTER SCHOOL	40	40	40	40	40	40
CARVER/CENTURY K-8	0	0	0	0	0	0
RANSOM MIDDLE	242	242	242	242	242	242
CORDOVA PARK ELEMENTARY	76	76	76	76	76	76
ENSLEY ELEMENTARY	36	36	36	36	36	36
ESCAMBIA SENIOR HIGH	0	49	49	49	49	39
FERRY PASS ELEMENTARY	36	53	53	53	53	50
FERRY PASS MIDDLE	0	0	0	0	0	0
MONTCLAIR ELEMENTARY	0	0	0	0	0	0
MYRTLE GROVE ELEMENTARY	72	72	72	72	72	72
NAVY POINT ELEMENTARY	0	0	0	0	0	0
LINCOLN PARK PRIMARY	0	0	0	0	0	0
W J WOODHAM MIDDLE SCHOOL	0	0	0	0	0	0
GEO STONE / W FL HI SCHOOL OF ADVANCED TECHNOLOGY	25	25	25	25	25	25
PINE FOREST SENIOR HIGH	50	50	50	50	50	50
LONGLEAF ELEMENTARY	0	0	0	0	0	0
L D MCARTHUR ELEMENTARY	22	22	22	22	22	22
ESCAMBIA WESTGATE CENTER	10	10	10	10	10	10
BEULAH ELEMENTARY	130	130	130	0	0	78
WASHINGTON SENIOR HIGH	25	25	25	25	25	25
R C LIPSCOMB ELEMENTARY	138	138	138	138	138	138
JIM C BAILEY MIDDLE	164	164	164	164	164	164
NORTHVIEW SENIOR HIGH	0	0	0	0	0	0
MOLINO PARK ELEMENTARY	0	0	0	0	0	0
HELLEN CARO ELEMENTARY	106	106	106	106	106	106
OAKCREST ELEMENTARY	36	36	36	36	36	36

PENSACOLA SENIOR HIGH	0	0	0	0	0	0
PINE MEADOW ELEMENTARY	80	80	80	80	80	80
PLEASANT GROVE ELEMENTARY	54	54	54	54	54	54
SCENIC HEIGHTS ELEMENTARY	0	0	0	0	0	0
O J SEMMES ELEMENTARY	0	0	0	0	0	0
SHERWOOD ELEMENTARY	0	0	0	0	0	0
A K SUTER ELEMENTARY	0	0	0	0	0	0
J M TATE SENIOR HIGH	0	0	0	0	0	0
ERNEST WARD MIDDLE	0	0	0	0	0	0
WARRINGTON ELEMENTARY	79	79	79	79	79	79
WARRINGTON MIDDLE	0	0	0	0	0	0
C A WEIS ELEMENTARY	0	0	0	0	0	0
WEST PENSACOLA ELEMENTARY	18	18	18	18	18	18
J H WORKMAN MIDDLE	22	22	22	22	22	22
REINHARDT HOLM ELEMENTARY	0	0	0	0	0	0
JUDY ANDREWS SCHOOL	0	0	0	0	0	0
MCMILLAN PRE-K CENTER	0	0	0	0	0	0
N B COOK ELEMENTARY	0	0	0	0	0	0
BLUE ANGELS ELEMENTARY	0	0	0	0	0	0
GLOBAL LEARNING ACADEMY	0	0	0	0	0	0
JOHN A GIBSON HEADSTART PROGRAM	0	0	0	0	0	0

Totals for ESCAMBIA COUNTY SCHOOL DISTRICT						
Total students in relocatables by year.	1,695	1,761	1,761	1,587	1,507	1,662
Total number of COFTE students projected by year.	37,959	37,798	37,506	37,242	37,023	37,506
Percent in relocatables by year.	4 %	5 %	5 %	4 %	4 %	4 %

### Leased Facilities Tracking

Existing leased facilities and plans for the acquisition of leased facilities, including the number of classrooms and student stations, as reported in the educational plant survey, that are planned in that location at the end of the five year workplan.

Location	# of Leased Classrooms 2015 - 2016	FISH Student Stations	Owner	# of Leased Classrooms 2019 - 2020	FISH Student Stations
BROWN BARGE MIDDLE	0	0		0	0
BYRNEVILLE ELEMENTARY-CHARTER SCHOOL	0	0		0	0
CARVER/CENTURY K-8	0	0		0	0
RANSOM MIDDLE	0	0		0	0



CORDOVA PARK ELEMENTARY	0	0		0	0
ENSLEY ELEMENTARY	0	0		0	0
ESCAMBIA SENIOR HIGH	0	0		0	0
FERRY PASS ELEMENTARY	0	0		0	0
FERRY PASS MIDDLE	0	0		0	0
MONTCLAIR ELEMENTARY	0	0		0	0
MYRTLE GROVE ELEMENTARY	0	0		0	0
NAVY POINT ELEMENTARY	0	0		0	0
OAKCREST ELEMENTARY	0	0		0	0
PENSACOLA SENIOR HIGH	0	0		0	0
PINE MEADOW ELEMENTARY	0	0		0	0
PLEASANT GROVE ELEMENTARY	0	0		0	0
SCENIC HEIGHTS ELEMENTARY	0	0		0	0
O J SEMMES ELEMENTARY	0	0		0	0
SHERWOOD ELEMENTARY	0	0		0	0
A K SUTER ELEMENTARY	0	0		0	0
J M TATE SENIOR HIGH	0	0		0	0
ERNEST WARD MIDDLE	0	0		0	0
WARRINGTON ELEMENTARY	0	0		0	0
WARRINGTON MIDDLE	0	0		0	0
C A WEIS ELEMENTARY	0	0		0	0
WEST PENSACOLA ELEMENTARY	0	0		0	0
J H WORKMAN MIDDLE	0	0		0	0
REINHARDT HOLM ELEMENTARY	0	0		0	0
JUDY ANDREWS SCHOOL	0	0		0	0
MCMILLAN PRE-K CENTER	0	0		0	0
LINCOLN PARK PRIMARY	0	0		0	0
W J WOODHAM MIDDLE SCHOOL	0	0		0	0
GEO STONE / W FL HI SCHOOL OF ADVANCED TECHNOLOGY	0	0		0	0
PINE FOREST SENIOR HIGH	0	0		0	0
LONGLEAF ELEMENTARY	0	0		0	0
L D MCARTHUR ELEMENTARY	0	0		0	0
ESCAMBIA WESTGATE CENTER	0	0		0	0
BEULAH ELEMENTARY	0	0		0	0
WASHINGTON SENIOR HIGH	0	0		0	0

R C LIPSCOMB ELEMENTARY	0	0		0	0
JIM C BAILEY MIDDLE	0	0		0	0
NORTHVIEW SENIOR HIGH	0	0		0	0
N B COOK ELEMENTARY	0	0		0	0
BLUE ANGELS ELEMENTARY	0	0		0	0
MOLINO PARK ELEMENTARY	0	0		0	0
GLOBAL LEARNING ACADEMY	0	0		0	0
HELLEN CARO ELEMENTARY	0	0		0	0
JIM ALLEN ELEMENTARY	0	0		0	0
BELLVIEW ELEMENTARY	0	0		0	0
BELLVIEW MIDDLE	0	0		0	0
BRATT ELEMENTARY	0	0		0	0
BRENTWOOD ELEMENTARY	0	0		0	0
JOHN A GIBSON HEADSTART PROGRAM	0	0		0	0
	0	0		0	0

### Failed Standard Relocatable Tracking

Relocatable units currently reported by school, from FISH, and the number of relocatable units identified as 'Failed Standards'.

Nothing reported for this section.

## Planning

### Class Size Reduction Planning

Plans approved by the school board that reduce the need for permanent student stations such as acceptable school capacity levels, redistricting, busing, year-round schools, charter schools, magnet schools, public-private partnerships, multitrack scheduling, grade level organization, block scheduling, or other alternatives.

The School District of Escambia County has taken steps to address class-size reduction issues that include:

- Closing near or over-capacity schools to transfers
- Redistricting attendance zones
- Approving charter contracts as appropriate
- Establishing magnet programs in under-utilized sites
- Establishing our own virtual academy
- Increasing dual enrollment options

### **School Closure Planning**

Plans for the closure of any school, including plans for disposition of the facility or usage of facility space, and anticipated revenues.

Brown Barge Middle to close and relocate to the George Stone Vocational Site. Close W. J. Woodham Middle and convert to high school to house the West Florida High students currently located on the George Vocational Site.

# Long Range Planning

## Ten-Year Maintenance

District projects and locations regarding the projected need for major renovation, repair, and maintenance projects within the district in years 6-10 beyond the projects plans detailed in the five years covered by the work plan.

Nothing reported for this section.

## Ten-Year Capacity

Schedule of capital outlay projects projected to ensure the availability of satisfactory student stations for the projected student enrollment in K-12 programs for the future 5 years beyond the 5-year district facilities work program.

Nothing reported for this section.

## Ten-Year Planned Utilization

Schedule of planned capital outlay projects identifying the standard grade groupings, capacities, and planned utilization rates of future educational facilities of the district for both permanent and relocatable facilities.

Grade Level Projections	FISH Student Stations	Actual 2014 - 2015 FISH Capacity	Actual 2014 - 2015 COFTE	Actual 2014 - 2015 Utilization	Actual 2015 - 2016 / 2024 - 2025 new Student Capacity to be added/removed	Projected 2024 - 2025 COFTE	Projected 2024 - 2025 Utilization
Elementary - District Totals	24,611	24,611	18,581.00	75.50 %	0	17,545	71.29 %
Middle - District Totals	12,474	11,224	8,836.00	78.72 %	0	7,952	70.85 %
High - District Totals	11,425	10,752	9,344.00	86.90 %	0	10,348	96.24 %
Other - ESE, etc	5,552	3,530	1,932.00	54.73 %	0	200	5.67 %
	<b>54,062</b>	<b>50,117</b>	<b>38,693.00</b>	<b>77.21 %</b>	<b>0</b>	<b>36,045</b>	<b>71.92 %</b>

Combination schools are included with the middle schools for student stations, capacity, COFTE and utilization purposes because these facilities all have a 90% utilization factor. Use this space to explain or define the grade groupings for combination schools.

No comments to report.



### Ten-Year Infrastructure Planning

Proposed Location of Planned New, Remodeled, or New Additions to Facilities in 06 thru 10 out years (Section 28).

Nothing reported for this section.

Plans for closure of any school, including plans for disposition of the facility or usage of facility space, and anticipated revenues in the 06 thru 10 out years (Section 29).

Nothing reported for this section.

### Twenty-Year Maintenance

District projects and locations regarding the projected need for major renovation, repair, and maintenance projects within the district in years 11-20 beyond the projects plans detailed in the five years covered by the work plan.

Nothing reported for this section.

### Twenty-Year Capacity

Schedule of capital outlay projects projected to ensure the availability of satisfactory student stations for the projected student enrollment in K-12 programs for the future 11-20 years beyond the 5-year district facilities work program.

Nothing reported for this section.

### Twenty-Year Planned Utilization

Schedule of planned capital outlay projects identifying the standard grade groupings, capacities, and planned utilization rates of future educational facilities of the district for both permanent and relocatable facilities.

Grade Level Projections	FISH Student Stations	Actual 2014 - 2015 FISH Capacity	Actual 2014 - 2015 COFTE	Actual 2014 - 2015 Utilization	Actual 2015 - 2016 / 2034 - 2035 new Student Capacity to be added/removed	Projected 2034 - 2035 COFTE	Projected 2034 - 2035 Utilization
Elementary - District Totals	24,611	24,611	18,581.00	75.50 %	0	17,545	71.29 %
Middle - District Totals	12,474	11,224	8,836.00	78.72 %	0	7,952	70.85 %
High - District Totals	11,425	10,752	9,344.00	86.90 %	0	10,348	96.24 %
Other - ESE, etc	5,552	3,530	1,932.00	54.73 %	0	200	5.67 %
	54,062	50,117	38,693.00	77.21 %	0	36,045	71.92 %

Combination schools are included with the middle schools for student stations, capacity, COFTE and utilization purposes because these facilities all have a 90% utilization factor. Use this space to explain or define the grade groupings for combination schools.

No comments to report.

### Twenty-Year Infrastructure Planning

Proposed Location of Planned New, Remodeled, or New Additions to Facilities in 11 thru 20 out years (Section 28).

Nothing reported for this section.

Plans for closure of any school, including plans for disposition of the facility or usage of facility space, and anticipated revenues in the 11 thru 20 out years (Section 29).

Nothing reported for this section.



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

**AI-9618**

**Growth Management Report 13. 4.**

**BCC Regular Meeting**

**Public Hearing**

**Meeting Date:** 01/21/2016

**Issue:** 5:48 p.m. - A Public Hearing - Amendments to the Development Agreement for Wildwood Estates

**From:** Horace Jones, Director

**Organization:** Development Services

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#### **RECOMMENDATION:**

5:48 p.m. - A Public Hearing Concerning the Approval of Amendments to the Development Agreement for Wildwood Estates

That the Board of County Commissioners (BCC) review and approve amendments to the Development Agreement for Wildwood Estates.

At the January 5, 2016, Planning Board Meeting, the Board recommended approval to the BCC.

#### **BACKGROUND:**

The County and the Developer of Wildwood Estates entered into the Development Agreement on August 7, 2007. The Developer is requesting to amend the agreement.

#### **BUDGETARY IMPACT:**

N/A

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

The attached Agreement has been reviewed and approved for legal sufficiency by Kerra Smith, Assistant County Attorney. Any recommended legal comments are attached herein.

#### **PERSONNEL:**

No additional personnel are required for implementation of this Agreement.

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

The proposed Agreement is consistent with the Board's goal "to increase citizen involvement in, access to, and approval of, County government activities."

#### **IMPLEMENTATION/COORDINATION:**

All requirements shall be described within the Development Agreement.

The proposed Agreement was prepared in cooperation with the County Attorney's Office, Devine Farms, LLC, and all interested citizens.

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### **Attachments**

Original Development Agreement

Amended Development Agreement

TTO Comments

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August 7, 2007

**WILDWOOD ESTATES  
DEVELOPMENT AGREEMENT**

**Between**

**ESCAMBIA COUNTY**

**And**

**DEVINE FARMS, LLC  
23 South A Street  
Pensacola, Florida 32501**

**For**

**Wildwood Estates**

THIS DEVELOPMENT AGREEMENT ("Agreement") is made and entered into this 2nd  
day of August, 2007 between **Escambia County**, a political subdivision of the  
State of Florida ("**County**") and its successors and **Devine Farms, LLC**, 23 South A  
Street, Pensacola, Florida 32501 ("**Developer**"), its successors and assigns.

**RECITALS**

- A. The Developer owns certain lands in Escambia County, Florida, of approximately 777.43 acres in size which is to be known as the Wildwood Estates, and more particularly described in Exhibit "A" attached hereto and made a part hereof (the "Property"); and,
- B. The Developer intends to construct on the Property a phased subdivision for primarily single-family homes to be known as Wildwood Estates ("Development"). The development plan is to be set forth in a Master Plan; and,
- C. In order for the proposed development to proceed, Developer has applied for a future land use map amendment to change the future land use map designation of the Property from Agricultural (AG) and Mixed Use – 6 (MU-6) to Residential (R).
- D. The Development consists of distinct phases to be indicated on a Master Plan.

Date: 8/1/2007 Verified By: *Debra*

- E. The County encourages the utilization of a "Development Agreement" for master planned or multi-planned projects in order to regulate the timing of construction and development of large projects, and the Developer desires to enter into a Development Agreement with the County in order to clarify and formalize its development rights, and to proceed with the development of the Property in an orderly, planned and consistent manner.
- F. The parties, by means of this Development Agreement, memorialize a dwelling unit cap of 670 units for the Property and the Department of Community Affairs has encouraged this dwelling unit cap in order for the Department to support the future land use map amendment.

NOW, THEREFORE, in consideration of the foregoing recitals of fact, the mutual benefits and burdens contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the parties agree as follows:

#### **ARTICLE I. PARTIES AUTHORITY TO ENTER INTO AGREEMENT**

The County and the Developer represent the following:

- 1.1 The above recitals are true and correct and shall be incorporated by reference herein.
- 1.2 Escambia County, a political subdivision of the State of Florida, has authority to enter into this Agreement.
- 1.3 The Developer warrants that it has the authority to enter into this Agreement and that the Developer is the fee simple owner of the Property.
- 1.4 On the 2<sup>nd</sup> day of October 1997, Escambia County enacted Ordinance 97-51 which establishes procedures and requirements as set forth in sections 163.3220-163.3243, Fla. Stat. (2006), authorizing the County to consider and enter into a Development Agreement with any person having a legal or equitable interest in real property located within the unincorporated area of Escambia County.
- 1.5 It is the intent of the County and Developer to be bound by the terms of this Agreement.
- 1.6 The relationship between the County and the Developer is contractual only. The Developer is not affiliated with the County in any manner, nor an agent of the County.

## ARTICLE II. MUTUAL BENEFITS AND BURDENS

- 2.1 The County finds and declares that the lack of certainty in the approval of development can result in a waste of economic and land resources, discourage sound capital improvement planning and financing, escalate the cost of housing and development, and discourage commitment to comprehensive planning.
- 2.2 The County finds and declares the Developer may proceed in accordance with the terms and conditions of the Agreement, which strengthens the public planning process, encourages sound capital improvement planning and financing, assists in assuring there are adequate capital facilities for the Development, and encourages private participation in comprehensive planning.
- 2.3 The County finds and declares that the process of properly planned developments, such as the Development herein, can preserve, promote, protect and improve the public health, safety, comfort, appearance, convenience, law enforcement and fire prevention, and general welfare; facilitate the adequate and efficient provision of transportation, water, sewerage, schools, parks, recreational facilities, housing, and other requirements and services; and conserve, develop, utilize, and protect natural resources.
- 2.4 The County finds and declares that with approval of the future land use map amendment the Development appears consistent with the Escambia County Comprehensive Plan and the land development regulations in effect as of the date of this Agreement. However, Developer must still make all submittals to Escambia County and each submittal must comply with the Comprehensive Plan and the Land Development Code.

## ARTICLE III. NOTICE AND HEARING

- 3.1 Notice of intent to consider this Agreement was advertised on the 4th and 20th day of May/July 2007, in the *Pensacola News Journal* a newspaper of general circulation.
- 3.2 The two public hearings required by section 163.3225, Florida Statutes, were held on the 14th day of May, 2007, and on the 2nd day of August, 2007, before the Escambia County Planning Board and the Escambia County Board of County Commissioners, respectively.

## ARTICLE IV. LEGISLATIVE ACT

- 4.1 This Agreement is deemed to be a legislative act by the Board of County Commissioners as authorized by sections 125.01 and 163.3220 – 163.3243, Fla. Stat. (2006).

## **ARTICLE V. APPLICABLE LAND USE REGULATIONS**

- 5.1 The County and the Developer agree that the Wildwood Estates' future land use map amendment application was received on January 12, 2007, and as such was based upon the Escambia County Land Development Regulations in effect at that time.
- 5.2 The parties agree those Escambia County Land Development Regulations in effect on the date of adoption of this Agreement shall govern with regards to the Master Plan submittal. However, all subsequent submittals, including site plan, preliminary plat, construction plans and final plat shall be subject to the Escambia County Land Development Regulations in effect at the time of those submittals to Escambia County.
- 5.3 However, with regards to the Master Plan submittal, pursuant to section 163.3233 (2)(a) through (e), Florida Statutes, the County may apply subsequently adopted laws and policies to it if the local government has held a public hearing and determined:
- (a) They are not in conflict with the laws and policies governing the development agreement and do not prevent development of the land uses, intensities, or densities in the development agreement;
  - (b) They are essential to the public health, safety, or welfare, and expressly state that they shall apply to a development that is subject to a development agreement;
  - (c) They are specifically anticipated and provided for in the development agreement;
  - (d) The local government demonstrates that substantial changes have occurred in pertinent conditions existing at the time of approval of the development agreement, or
  - (e) The development agreement is based on substantially inaccurate information supplied by the developer.

## **ARTICLE VI. APPROVAL AND PERMIT PROCEDURES**

- 6.1 The Developer submitted its future land use map amendment application on January 12 2007.
- 6.2 The Developer will be required to obtain master plan, site plan, preliminary plat, construction plan and final plat approvals from Escambia County as well as any and all other permits and approvals required by the Escambia County Land



Development Code, other applicable regulations and other agencies with relevant jurisdiction.

- 6.3 Except as specifically set forth in this Agreement, Developer shall comply with all existing state, local and federal requirements governing approval and permitting of the proposed Development. Developer and County agree that nothing herein shall alter or waive any federal or state regulations or permitting requirements.
- 6.4 The failure of this Agreement to address a particular permit, condition, term or restriction shall not relieve the Developer of the necessity of complying with the law governing said permitting requirements, conditions, term or restriction.

#### **ARTICLE VII. PERMITTED USES UNDER THE AGREEMENT**

- 7.1 In the event the requested future land use amendment is adopted and becomes effective, Developer will be entitled to uses allowed by the Residential Future Land Use designation, in conjunction with any underlying zoning. Developer can use the applicable densities, intensities and height allowed by the future land use and zoning designations. However, the Developer shall be capped at 670 total dwelling units on the Property. Once this cap is reached, the County shall not permit any additional dwellings on the property, regardless of available density.
- 7.2 The permitted uses for the Development will be as defined by those zoning designations in place at the time of the development plan application; at this time, the Property is zoned VR-1, VR-2, AIPD-2, and VAG-2 and the Land Development Regulations at sections 6.05.23, 11.02.01, 11.02.03 and 6.05.22 would govern. This section is incorporated by reference as of the date of this Agreement. Note that Developer must comply with the Airfield Environs regulations found in the Code including Article II.
- 7.3 The Development is expected to include open green space and conservation areas.
- 7.4 The intensity of use and the maximum height and size of the proposed buildings will be as defined in the Escambia County Land Development Regulations for the zoning district in effect at the time of the development plan application. The Property is currently zoned VR-1, VR-2, AIPD-2, and VAG-2 as found at sections 6.05.23, 11.02.01 and 6.05.22 of the Code.
- 7.5 This Agreement is not an assurance that roadway capacity will be available nor does it constitute a certificate of concurrency. Furthermore, final development approval may be conditioned on roadway improvements paid for in whole or in part by Developer.
- 7.6 In each year in which this Agreement is in effect, Developer shall submit to the County, on or before the anniversary date of the effective date of the Agreement,

an annual report on the progress of the Development. Developer shall submit as a part of the annual report, the number of units completed.

#### **ARTICLE VIII. PUBLIC FACILITIES**

- 8.1 Public facilities and services under the authority of Escambia County and serving the permitted development include mass transit, transportation, solid waste management, and recreation/open space land. Pursuant to this Agreement, the permitted use of the Property shall be allocated sufficient capacity for the purpose of maintaining the adopted levels of service for these systems.
- 8.2 The Development is located within the Perdido Landfill area served by Escambia County Utilities Authority for wastewater, for solid waste service and Farm Hill Utilities for potable water. The project will have access to wastewater service at both Kingsfield Road at County Road 97 and at County Roads 297A and 97.
- 8.3 The Development is located entirely within the Gulf Power Company service area. Electric utility service within the Development will be located underground.

#### **ARTICLE IX. DEDICATIONS AND RESERVATIONS**

- 9.1 The Developer plans to make dedications and reservations of environmentally sensitive portions of the Property. These areas will be determined during later development submittals to Escambia County.

#### **ARTICLE X. TRANSFER AND ASSIGNMENTS**

- 10.1 The rights and interest provided herein to Developer benefit and are appurtenant to the Property. Developer has the right to sell, assign and transfer all of its duties and obligations hereunder; provided, however, that such rights and interest may not be transferred or assigned except in strict compliance with the following conditions precedent:
  - (i) Rights, obligations and interests, in whole or in part, may be transferred along with assignment of the portions of the Property to which they relate, including any transfer or assignment pursuant to any foreclosure of a Mortgage or a deed in lieu of such foreclosure; and
  - (ii) Contemporaneously with any assignment or transfer of interest in the Property, Developer shall specify the portions of the Property to which the assignment or transfer is appurtenant, and designate the Development rights which are included within the transfer. Any attempt to assign or transfer any right, obligation or interest in this Agreement except in strict compliance with this Section, shall be null and void and of no force and effect until such compliance has occurred.

- (iii) Notwithstanding the foregoing, the Developer may transfer or assign this Agreement and the rights hereunder to an affiliate or subsidiary of the Developer in connection with a corporate re-organization or restructuring.
- 10.2 Following an assignment or transfer of any of the rights and interest of the Developer under this Agreement, the exercise, use and enjoyment thereof shall continue to be subject to the terms of this Agreement to the same extent as if the assignee or transferee was the Developer. Without limiting the generality of the foregoing:
  - (i) The further assignment or transfer of any of the rights, obligations or interests under this Agreement shall be made only in accordance with and subject to the terms of this Section.
  - (ii) The rights, obligations and interests assigned or transferred are subject to termination in accordance with this Agreement.
- 10.3 The assignee or transferee of any of the rights and interests of the Developer shall have no duty or obligation to perform the Developer's obligations or other affirmative covenants of Developer under this Agreement unless such obligations and covenants are expressly assumed in connection with the conveyance of said rights and interests.
- 10.4 Notwithstanding the assignment or transfer of portions or all of the Property or rights or interests under this Agreement, Developer shall continue to be obligated under this Agreement unless released or partially released by the County with respect to Developer's obligations and the other duties and obligations of Developer under this Agreement, which release or partial release shall be provided by County upon the satisfaction by Developer of the following conditions:
  - (i) Developer is not in default under this Agreement;
  - (ii) Developer has provided County with the written notice of such Assignment;
  - (iii) The assignee or transferee has assumed the duties and obligations as to which Developer is requesting to be released and has provided County with reasonable assurances demonstrating that Developer's obligations and other duties and obligations of Developer under this Agreement for which Developer is being released will be fully performed.

#### **ARTICLE XI. DURATION OF THE AGREEMENT**

- 11.1 The term of this Agreement shall begin on the date last executed by the parties and shall terminate ten (10) years there from or when all construction of the

improvements authorized under this Agreement is completed by the Developer, whichever occurs first; provided, however, that where Developer has initiated work on the Property and the work is continuing in good faith, the terms of this Agreement shall, with the mutual consent of the parties and subject to the public hearing requirements of Section 163.3225, Florida Statutes (2006), be extended by amendment to allow for completion of any Development Environmental mitigation work, for which a guarantee of success is required under environmental permits, shall be considered initiated work and will extend through required mitigation monitoring periods even if those periods exceed the ten (10) year term of this Agreement. In the event the attendant future land use amendment is unsuccessful, the Development Agreement may be terminated at the Developer's written request.

- 11.2 After termination, no party shall have any further right or obligation hereunder except with respect to any obligation which should have been performed prior to termination or with respect to any default in the performance of the provisions of this Agreement occurring prior to termination.

#### **ARTICLE XII. DEFAULT**

- 12.1 Upon default hereunder, the non-defaulting party shall have such rights and remedies as are provided by law or equity; provided, however, that where Developer has initiated work on the Property and the work is continuing in good faith, the terms of this Agreement shall, with the mutual consent of the parties and subject to the public hearing requirements of Section 163.3225, Florida Statutes (2006), be extended by amendment to allow for completion of the Development.

#### **ARTICLE XIII. ESTOPPEL CERTIFICATE**

- 13.1 Either party may, at any time, and from time to time, deliver written notice to the other party requesting certification in writing that, to the knowledge of the certifying party (i) this Agreement is in full force and effect and a binding obligations of the party (ii) this Agreement has not been modified or amended either orally or in writing, or if amended, identifying the amendments, and (iii) the requesting party is not in default, or if in default, to describe therein the nature and amount of any such defaults.

#### **ARTICLE XIV. EFFECT OF AGREEMENT ON TITLE**

- 14.1 Subject to the protections afforded mortgages hereunder:
- (i) All of the provisions, rights, terms, covenants, obligations contained in this Agreement shall be binding upon the parties and their respective heirs, successors (by merger, consolidation or otherwise) and assigns, devisees, administrators, representatives, lessees, and all other persons acquiring

any rights or interests in the Property, or any portion thereof, whether by operation of laws or in any manner whatsoever and shall inure to the benefit of the parties and their respective heirs, successors (by merger, consolidation or otherwise) and assigns;

- (ii) All of the provisions of this Agreement shall be enforceable as equitable servitudes and constitute covenants running with the land pursuant to applicable law.
- (iii) Each covenant to do or refrain from doing some act on the Property (or a specific portion thereof) hereunder: (A) is for the benefit of and is a burden upon the applicable portions of the Property, (B) runs with the Property, and (C) is binding upon each party and each successive owner during its ownership of such properties or any portion thereof, and each person having any interest therein derived in any manner through any owner of such lands, or any portion thereof, and shall benefit each party and its lands hereunder, and each other person succeeding to an interest in such lands.

14.2 Any assignee or transferee or mortgagee which acquires rights or interest in or with respect to the Property or any portion thereof shall take and hold such rights and interests subject to this Agreement, but shall not have been deemed to have assumed the Developer's obligations or the other affirmative duties and obligations of Developer (which Developer obligations and other affirmative duties shall be retained by Developer pursuant to this Agreement) hereunder, except:

- (i) To the extent that any such assignees, transferees or mortgagees have expressly assumed any of the duties or obligation of Developer hereunder; or;
- (ii) To the extent that the performance of any duty or obligation by developer is a condition precedent to the performances of a covenant by County, it shall continue to be a condition to County's performance hereunder.

#### **ARTICLE XV. AMENDMENTS AND CANCELLATION, MODIFICATION OR REVOCATION**

15.1 This Agreement may be amended, in accordance with the procedures set forth in section 163.3225, Florida Statutes (2006), or canceled by mutual consent of the County and Developer.

15.2 If state or federal laws are enacted after the execution of this Agreement which are applicable to and preclude the parties' compliance with the terms of the Agreement, the County and Developer agree to modify this Agreement as is necessary to comply with relevant state or federal laws. Any modification shall be

the minimum necessary to comply with the state or federal law. Such modifications shall to the extent possible be tailored to preserve the intent of the Agreement.

IN WITNESS THEREOF, the parties hereto have made and executed this Agreement; COUNTY through its Board of County Commissioners signing by and through its Chairman and DEVELOPER signing by and through its managing member.

## WITNESSES:

Signature: [Signature]  
 Printed Name: TIM O'TOOLE  
 Address: 2540 CELTIC CIRCLE  
PENSACOLA, FL 32503

Signature: [Signature]  
 Printed Name: Robert A. Emmanuelle  
 Address: 1900 E. Strong St.  
Pensacola, FL 32501

## DEVELOPER/OWNER:

By: [Signature]  
Managing Member  
 Title: Managing Member

SEAL

\_\_\_\_\_ day of \_\_\_\_\_, 200\_\_

BOARD OF COUNTY COMMISSIONERS  
 ESCAMBIA COUNTY, FLORIDA

By: [Signature]  
 Kevin W. White, Chairman

ATTEST: ERNIE LEE MAGAHA  
 Clerk of the Circuit Court

By: [Signature]  
 Deputy Clerk



BCC APPROVED 08-02-2007

Date Executed

8-2-2007

This document approved as to form  
 and legal sufficiency

By: [Signature]  
 Title: Deputy County Attorney  
 Date: 8/3/07

## "EXHIBIT A"

ENGINEERING &amp; SURVEYING, INC.:

PARCEL 1 (NORTH)

COMMENCE AT A 3" X 3" LIGHT WOOD STAKE MARKING THE SOUTHEAST CORNER OF SECTION 31, TOWNSHIP 1 NORTH, RANGE 31 WEST ESCAMBA COUNTY, FLORIDA; THENCE GO NORTH 82 DEGREES 34 MINUTES 03 SECONDS WEST A DISTANCE OF 2820.32 FEET TO A 4" X 4" ST. REGIS CONCRETE MONUMENT LOCATED AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE AFORESAID SECTION 31; THENCE GO NORTH 01 DEGREES 04 MINUTES 26 SECONDS EAST A DISTANCE OF 882.18 FEET TO THE SOUTHERLY COUNTY MAINTAINED RIGHT OF WAY LINE OF KINGSFIELD ROAD (50' WIDE COUNTY MAINTENANCE CLAIM); THENCE CONTINUE NORTH 01 DEGREES 04 MINUTES 26 SECONDS EAST A DISTANCE OF 52.14 FEET TO A 1/2" CAPPED IRON ROD NO. 4082 LOCATED ON THE NORTHERLY FIELD MONUMENTED RIGHT OF WAY LINE OF KINGSFIELD ROAD AND THE POINT OF BEGINNING; THENCE CONTINUE NORTH 01 DEGREES 04 MINUTES 26 SECONDS EAST ALONG THE WEST LINE OF THE EAST HALF OF THE AFORESAID SECTION 31 A DISTANCE OF 4088.29 FEET TO A 1/2" CAPPED IRON ROD NO. 4082; THENCE GO SOUTH 52 DEGREES 40 MINUTES 28 SECONDS EAST A DISTANCE OF 152.17 FEET TO A 1/2" CAPPED IRON ROD NO. 4082; THENCE GO SOUTH 85 DEGREES 33 MINUTES 37 SECONDS EAST A DISTANCE OF 484.07 FEET TO A 1/2" CAPPED IRON ROD NO. 4082; THENCE GO NORTH 02 DEGREES 04 MINUTES 32 SECONDS EAST A DISTANCE OF 123.59 FEET TO A 1/2" CAPPED IRON ROD NO. 4082; THENCE GO SOUTH 85 DEGREES 43 MINUTES 46 SECONDS EAST A DISTANCE OF 186.35 FEET TO A 1/2" CAPPED IRON ROD NO. 4082; THENCE GO NORTH 49 DEGREES 28 MINUTES 01 SECONDS EAST A DISTANCE OF 348.39 FEET TO A 1/2" CAPPED IRON ROD NO. 4082 SAID POINT LYING ON THE NORTH LINE OF THE AFORESAID SECTION 31, TOWNSHIP 1 NORTH, RANGE 31 WEST, THENCE GO SOUTH 88 DEGREES 39 MINUTES 22 SECONDS EAST ALONG THE AFORESAID NORTH LINE A DISTANCE OF 888.19 FEET; THENCE GO SOUTH 01 DEGREES 20 MINUTES 48 SECONDS WEST A DISTANCE OF 1565.00 FEET; THENCE GO SOUTH 88 DEGREES 38 MINUTES 28 SECONDS EAST A DISTANCE OF 734.22 FEET TO THE WESTERLY FIELD MONUMENTED RIGHT OF WAY LINE OF KINGSFIELD ROAD (50' WIDE COUNTY MAINTENANCE CLAIM); THENCE GO SOUTH 01 DEGREES 20 MINUTES 48 SECONDS WEST ALONG THE AFORESAID RIGHT OF WAY LINE A DISTANCE OF 508.91 FEET TO THE NORTHEAST CORNER OF A PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 2804 AT PAGES 884 AND 885 CIVIL ACTION NO. 88-2784-CA-01; THENCE GO NORTH 89 DEGREES 05 MINUTES 11 SECONDS WEST A DISTANCE OF 575.00 FEET TO THE NORTHWEST CORNER OF THE AFORESAID PARCEL OF LAND; THENCE GO SOUTH 01 DEGREES 22 MINUTES 24 SECONDS WEST A DISTANCE OF 730.00 FEET TO THE SOUTHWEST CORNER OF THE AFORESAID PARCEL OF LAND; THENCE GO NORTH 89 DEGREES 03 MINUTES 02 SECONDS WEST A DISTANCE OF 237.82 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF A UNITED GAS PIPE LINE EASEMENT, SAID EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 1157 AT PAGES 528 AND 529 OF THE PUBLIC RECORDS OF ESCAMBA COUNTY FLORIDA; THENCE GO NORTH 48 DEGREES 00 MINUTES 40 SECONDS WEST ALONG THE AFORESAID NORTHERLY LINE OF SAID UNITED GAS PIPE LINE EASEMENT A DISTANCE OF 321.88 FEET; THENCE DEPARTING SAID NORTHERLY RIGHT OF WAY LINE, GO NORTH 89 DEGREES 05 MINUTES 11 SECONDS WEST A DISTANCE OF 138.23 FEET TO THE SOUTHERLY LINE OF UNITED GAS PIPE LINE EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 1157 AT PAGES 528 AND 529, SAID POINT ALSO BEING THE MOST EASTERLY POINT OF OFFICIAL RECORDS BOOK 2223 PAGE 730; THENCE GO NORTH 47 DEGREES 01 MINUTES 24 SECONDS WEST ALONG SAID SOUTHERLY RIGHT OF WAY LINE A DISTANCE OF 807.40 FEET TO THE MOST NORTHERLY CORNER OF THE PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 2223 PAGE 730; THENCE DEPARTING SAID SOUTHERLY RIGHT OF WAY LINE, GO SOUTH 01 DEGREES 50 MINUTES 42 SECONDS WEST A DISTANCE OF 707.01 FEET TO THE SOUTHWEST CORNER OF A PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 2223 PAGE 730; THENCE GO SOUTH 89 DEGREES 05 MINUTES 11 SECONDS EAST A DISTANCE OF 382.83 FEET TO THE SOUTHWEST CORNER OF SAID OFFICIAL RECORDS BOOK 2223 PAGE 730; SAID POINT ALSO LYING ON THE EAST LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 31; THENCE GO SOUTH 01 DEGREES 12 MINUTES 35 SECONDS WEST ALONG SAID EAST LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 31 A DISTANCE OF 914.09 FEET TO THE NORTHERLY FIELD MONUMENTED RIGHT OF WAY LINE OF KINGSFIELD ROAD (50' WIDE COUNTY MAINTENANCE CLAIM); THENCE GO SOUTH 74 DEGREES 34 MINUTES 02 SECONDS WEST ALONG THE AFORESAID NORTHERLY RIGHT OF WAY LINE A DISTANCE OF 1370.14 FEET TO THE POINT OF BEGINNING. LESS AND EXCEPT THAT PORTION LYING WITHIN THE 50 FOOT COUNTY RIGHT OF WAY AS RECORDED IN OFFICIAL RECORDS BOOK 1020 AT PAGES 518-525 OF THE PUBLIC RECORDS OF ESCAMBA COUNTY, FLORIDA. THE ABOVE DESCRIBED PARCEL OF LAND IS SITUATED IN A PORTION OF SECTION 31, TOWNSHIP 1 NORTH, RANGE 31 WEST, ESCAMBA COUNTY, FLORIDA AND CONTAINS 154.18 ACRES.

**AMENDMENT TO WILDWOOD  
ESTATES DEVELOPMENT AGREEMENT**

THIS AMENDMENT to the Wild Wood Estates Development Agreement ("this Amendment") is made and entered into this        day of \_\_\_, 2016, by and between Escambia County, a political subdivision of the State of Florida (the "County"), whose mailing address is 221 Palafox Place, Pensacola, Florida 32502, and Devine Farms, LLC (the "Developer"), whose mailing address is 23 South A Street, Pensacola, Florida 32501.

**WITNESSETH**

**WHEREAS**, the County and the Developer entered into that certain Development Agreement dated August 7, 2007 (the "Agreement"), which Agreement is recorded in Official Record Book 6201, at pages 239-249, of the Public Records of Escambia County, Florida; and

**WHEREAS**, the Agreement memorialized a dwelling unit cap on the property that was required by the Escambia County Comprehensive Plan and Future Land Use Maps in effect at the time the Agreement was signed; and

**WHEREAS**, the dwelling unit cap specified in the Agreement is not required by the current Escambia County Comprehensive Plan: 2030, adopted on April 29, 2014; and

**WHEREAS**, the Developer desires to develop dwelling units in excess of the number authorized in the Agreement; and

**WHEREAS**, pursuant to Section 15.1 of the Agreement, the County and Developer wish to amend the Agreement to provide for development in accordance with Comprehensive Plan: 2030 and the Escambia County Mid-West Sector Plan;

NOW, THEREFORE, THE ABOVE PREMISES CONSIDERED, the parties agree as follows:

1. All the above recitals are true and correct.
2. The County and the Developer confirm the continued validity of the Agreement, except as modified herein, and confirm that both parties are in full compliance with the requirements of same.
3. Pursuant to Section 15.1 of the Agreement, the procedures set forth in Section 163.3225, Florida Statutes, have been complied with relative to this Amendment.
4. Paragraph F of the recitals of the Agreement, and Section 7.1 of the Agreement, are hereby amended to authorize a total of nine hundred (900) dwelling units on the Property.



5. Section 11.1 of the Agreement is amended to extend the term of the Agreement for a period of an additional ten (10) years, through and including August 2, 2027.

6. All other terms and conditions of said Development Agreement remain in full force and effect.

7. The County and the Developer understand that, pursuant to Section 5.2 of the Agreement, the site plan, preliminary plat, construction plans, and final plat shall be subject to the Land Development Regulations in effect at the time of those submittals, and that said regulations shall include the Escambia County Mid-West Sector Plan, and the Escambia County Land Development Code adopted April 16, 2015, pursuant to Ordinance No. 2015-12, as amended.

IN WITNESS WHEREOF, the parties have executed this Amendment to Development Agreement on the day and year first set forth above.

WITNESS:

DEVELOPER/OWNER

Signature: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: Managing Member

Address: \_\_\_\_\_

(SEAL)

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_ day of \_\_\_\_\_, 2016

ATTEST: PAM CHILDERS  
Clerk of the Circuit Court

BOARD of COUNTY  
COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

By: \_\_\_\_\_

Deputy Clerk

By: \_\_\_\_\_

Grover C. Robinson IV, Chairman

(SEAL)

BCC Approved: \_\_\_\_\_

Date Executed: \_\_\_\_\_



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

**INTEROFFICE MEMORANDUM**

TO: Andrew Holmer, Development Services Manager  
Development Services Department

FROM: Tommy Brown, Transportation Planner  
Transportation & Traffic Operations Division

THRU: David Forte, Division Manager  
Transportation & Traffic Operations Division

DATE: December 29, 2015

RE: Planning Board Action Item - Amended Development Agreement for  
Wildwood Estate - Transportation & Traffic Operations (TTO) Comments

TTO Staff appreciates the opportunity to review the aforementioned action item. Please see our staff comments listed below:

Upon review of the Wildwood Estate Development Agreement, the roads that would be affected by the proposed development include: SR297 (Pine Forest Road), South Highway 97, Devine Farms Road, Hwy 297A, Kingsfield Road, and US90A (Nine Mile Road).

- Devine Farms Road will be required to meet all County standards for pavement and width (11-foot lanes plus 4-foot paved shoulders). A detailed design for safety improvements to the intersection of Devine Farms Road and Highway 97 will be required as well. The improvements will be implemented as new traffic is generated by the phased development.
- Kingsfield Road west of Highway 97 will need to meet county standards for pavement and width (11-foot lanes with 4-foot paved shoulders).
- A detailed design for safety improvements to the intersection of Highway 297A and Highway 97 will be required. The improvements will be implemented as new traffic is generated by phased development.
- Any potential mitigation, in order to ensure operational level of service, will be addressed during the development review process.

Please copy Transportation & Traffic Operations staff with any annual reports provided by the developer.

Respectfully,

A handwritten signature in blue ink, appearing to read "Thomas Brown, Jr.", with a stylized flourish at the end.

Thomas Brown, Jr, Transportation Planner  
Transportation & Traffic Operations Division  
Public Works Department

cc: Horace Jones, Development Services Department Director  
Joy Blackmon, P.E., Public Works Department Director  
Colby Brown, P.E., Public Works Department Deputy Director  
David Forte, TTO Division Manager

A handwritten signature in blue ink, appearing to be "David Forte", with a circular flourish and a long horizontal stroke extending to the right.



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

**AI-9628**

**Growth Management Report 13. 1.**

**BCC Regular Meeting**

**Action**

**Meeting Date:** 01/21/2016

**Issue:** Action Item - Final Plat Home Depot Park, A Replat of Parcel B

**From:** Horace Jones, Director

**Organization:** Development Services

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#### **RECOMMENDATION:**

Recommendation Concerning Final Plat Home Depot Park, A Replat of Parcel "B" Permit PSD150300011

That the Board approve the recording of the Final Plat of Home Depot Park, A Replat of Parcel "B" (a 6.85 acre private 5 lot commercial subdivision), located in the Brent Community on North Davis Highway and lying north of Brent Lane, (State Road 296). Owned and developed by Home Depot U.S.A., Inc., ARCP WE Pensacola FI, LLC, and RaceTrac Petroleum, Inc. Prior to recording, the County Engineer, Interim County Surveyor, Development Services Director and the Clerk of the Circuit Court must sign the Final Plat, as set forth in Section 2-5.2, of the Escambia County Land Development Code. Also, prior to recording the acting County Surveyor must sign the Final Plat as set forth in Chapter 177 Florida Statutes.

#### **BACKGROUND:**

The preliminary plat was approved on December 15, 2010. The development lies along paved public highways with curb and gutter. The site will include West Marine, Race Way and two retail/commercial development parcels and one parcel for a private stormwater management system. The Development Services Department inspected the improvements on September 2, 2015 and found improvements substantially complete and in accordance with applicable County requirements. Staff has reviewed the final plat.

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

This recommendation is consistent with previous practices of the County Attorney's Office.

#### **PERSONNEL:**

All work associated with this recommendation was done in-house and along with the services of a contracted Florida Licensed Professional Surveyor and Mapper.

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

Based on the current Escambia County Land Development Code and the Florida State Statutes Plat Act - Chapter 177.

**IMPLEMENTATION REQUIREMENTS:**

Once the final plat has been approved by the Board and final sign-offs given by the County Engineer, acting County Surveyor and Development Services Director, it shall be transmitted to the Clerk of Court's Office for recording in the public records of Escambia County, Florida.

**COORDINATION WITH OTHER AGENCIES/PERSONS:**

Staff has been in contact with the developer's engineer/surveyor, Public Works, County Road Department, County Building Inspections and Development Services.

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**Attachments**

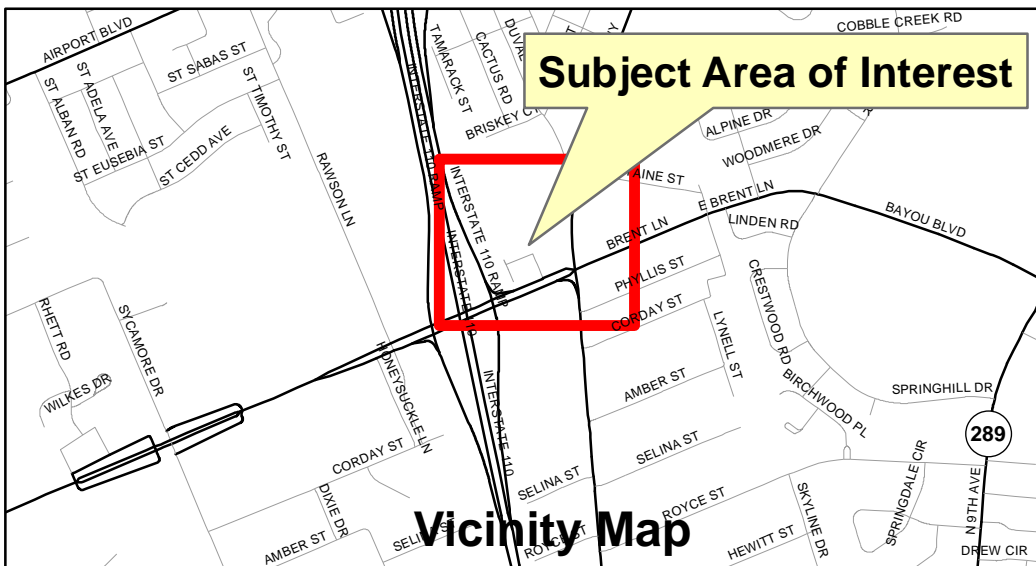
Location/Vicinity Map

Final Plat

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# Final Plat to Home Depot Park A Replat of Parcel "B"





# HOME DEPOT PARK

## A REPLAT OF PARCEL B

SHEET 1 OF 3  
OCTOBER 29, 2015

NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THE COUNTY.

### DEDICATION

Know all men by these presents that Home Depot U.S.A., Inc., ARCP WE Pensacola FL, LLC and Racetrac Petroleum, Inc. (collectively Owner) of the land herein described and plotted hereon, known as Home Depot Park a Replat of Parcel B, do hereby dedicate water line easement #6 to ECUA and reserve private drainage easement 4 and private drainage easement 5 for the benefit of parcels 1B, 2B, 3B, 4B, and 5B and their successors, private sanitary sewer easement and private access easement 2 for the benefit of parcels 1B, 2B, 3B, 4B, 5B and Parcel A, Home Depot Park (Plat Book 19 at Page 16) and their successors and existing private access easements, existing drainage easements, existing water line easements, and existing no access easements for the benefit of Parcels 1B, 2B, 3B, 4B, and 5B, Home Depot U.S.A., Inc. retains ownership of Parcel 1B. Owner hereby requests the filing of this plat in the public records of Escambia County, Florida.

SIGNED THIS 2 DAY OF December, 2015.

HOME DEPOT U.S.A., INC.  
WITNESS Nicole Stewart  
PRINT NAME Nicole Stewart  
WITNESS Deborah C. Strawn  
PRINT NAME Deborah C. Strawn

SIGNED THIS 3rd DAY OF December, 2015.

ARCP WE PENSACOLA, FL, LLC, By: Cole REIT Advisors IV, LLC, its Manager  
WITNESS Pauline Thomas  
PRINT NAME Pauline Thomas  
WITNESS Gerri Wellner  
PRINT NAME Gerri Wellner

SIGNED THIS 3 DAY OF December, 2015.

RACETRAC PETROLEUM, INC., A GEORGIA CORPORATION  
WITNESS Robin Allen  
PRINT NAME Robin Allen  
WITNESS Marie Arney  
PRINT NAME Marie Arney

### NOTARY PUBLIC

BEFORE THE SUBSCRIBER PERSONALLY APPEARED Jessica Borgert, OF HOME DEPOT U.S.A., INC., KNOWN TO ME TO BE THE INDIVIDUAL DESCRIBED IN AND WHO EXECUTED THIS PLAT, AND

HE IS PERSONALLY KNOWN TO ME OR WHO HAS PRODUCED

AS IDENTIFICATION GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS 2 DAY OF December, 2015.

SIGNATURE Barbara Turner

PRINT NAME: Barbara Turner

COMMISSION No.: 7-23-18

MY COMMISSION EXPIRES: 7-23-18



### NOTARY PUBLIC

BEFORE THE SUBSCRIBER PERSONALLY APPEARED Todd J. Weiser, General Counsel, Real Estate, OF RACETRAC PETROLEUM, INC., A GEORGIA CORPORATION, KNOWN TO ME TO BE THE INDIVIDUAL DESCRIBED IN AND WHO EXECUTED THIS PLAT, AND

HE IS PERSONALLY KNOWN TO ME OR WHO HAS PRODUCED

AS IDENTIFICATION GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS 30th DAY OF November, 2015.

SIGNATURE Kristina M. Longfellow

PRINT NAME: Kristina M. Longfellow

COMMISSION No.: 3-2-2018

MY COMMISSION EXPIRES: 3-2-2018



### NOTARY PUBLIC

BEFORE THE SUBSCRIBER PERSONALLY APPEARED Todd J. Weiser, General Counsel, Real Estate, OF RACETRAC PETROLEUM, INC., A GEORGIA CORPORATION, KNOWN TO ME TO BE THE INDIVIDUAL DESCRIBED IN AND WHO EXECUTED THIS PLAT, AND

HE IS PERSONALLY KNOWN TO ME OR WHO HAS PRODUCED

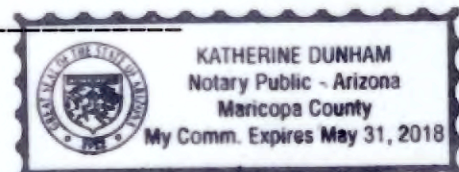
AS IDENTIFICATION GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS 3rd DAY OF December, 2015.

SIGNATURE Katherine Dunham

PRINT NAME: Katherine Dunham

COMMISSION No.: 263937

MY COMMISSION EXPIRES: May 31, 2018



### CERTIFICATE OF PLAT REVIEW

THIS IS TO CERTIFY THAT THIS PLAT HAS BEEN REVIEWED FOR CONFORMITY TO FLORIDA STATUTES CHAPTER 177, PART 1, PLATTING, BY THE OFFICE OF THE COUNTY SURVEYOR OF ESCAMBIA COUNTY, FLORIDA ON THIS 30th DAY OF November, 2015.

DAVID D. GLAZE  
REGISTERED LAND SURVEYOR No 5605, LB No 7073  
PITMAN GLAZE & ASSOCIATES  
5700 N. DAVIS HWY., SUITE 3  
PENSACOLA, FL 32503

A COMMERCIAL SUBDIVISION  
LOCATED IN JAYME FONTANELS GRANT  
AND BEING A PORTION OF SECTION 48,  
TOWNSHIP 1 SOUTH, RANGE 30 WEST  
ESCAMBIA COUNTY, FLORIDA  
NOVEMBER 2015



VICINITY MAP  
NOT TO SCALE

### CERTIFICATE OF ATTORNEY

I, Charles F. James IV, AS A MEMBER OF THE FLORIDA BAR ASSOCIATION, AND ON BEHALF OF THE OWNER, HEREBY CERTIFY THAT I HAVE EXAMINED THE PLAT HEREON AND THE ACCOMPANYING DOCUMENTS AND HAVE FOUND THEM TO BE IN PROPER LEGAL FORM AND TO MEET ALL THE REQUIREMENTS OF THE FLORIDA PLAT ACT AND THE ESCAMBIA COUNTY LAND DEVELOPMENT CODE, AS AMENDED.

SIGNED THIS 7th DAY OF December, 2015.

SIGNATURE Charles F. James IV  
PRINT NAME: Charles F. James IV

### CERTIFICATE OF APPROVAL OF COUNTY COMMISSIONERS

I, THE CLERK OF THE CIRCUIT COURT OF ESCAMBIA COUNTY, FLORIDA, HEREBY CERTIFY THAT THE WITHIN PLAT BEING PRESENTED TO THE BOARD OF COUNTY COMMISSIONERS OF SAID COUNTY AT THEIR MEETING

HELD ON THE 7th DAY OF December, 2015, WAS APPROVED FOR FILING BY SAID BOARD, AND I, AS SAID CLERK OF THE CIRCUIT COURT, WAS INSTRUCTED TO SO CERTIFY HEREON.

PAM CHILDERS  
CLERK OF THE CIRCUIT COURT

### APPROVALS

COUNTY ENGINEER, JOY BLACKMON, P.E.  
PUBLIC WORKS DIRECTOR

HORACE JONES  
DEVELOPMENT SERVICES DIRECTOR

### ENGINEER

S.E. CIVIL, LLC  
1 S. SCHOOL STREET  
FAIRHOPE, AL 36532  
CONTACT: LARRY SMITH  
251-990-6566

### OWNER/DEVELOPER

HOME DEPOT U.S.A., INC.  
2455 PACES FERRY ROAD  
ATLANTA, GEORGIA 30339  
CONTACT: TREY CONWAY  
770-433-8211

### SURVEYOR

SURVEY CONSULTS  
16961 ST. HWY. #180, SUITE D  
GULF SHORES, AL 36542  
CONTACT: JASON BRASWELL  
(251) 968-2124

### ZONING/FUTURE LAND USE

CURRENT PROPERTY ZONING:  
C1 - RETAIL COMMERCIAL DISTRICT

C2 - LIGHT MANUFACTURING & GENERAL COMMERCIAL

CURRENT FUTURE LAND USE: MU-U

### ZONING REQUIREMENTS

FRONT YARD: 15'  
REAR YARD: 15'  
SIDE YARD: 10' MINIMUM  
10' + 2' PER STORY (FLOOR) ABOVE THIRD STORY OR  
10' + 2' PER EACH 10' ABOVE THE FIRST 35'  
SECONDARY FRONTAGE YARD: 15' (BRENT LANE)  
MAXIMUM LOT COVERAGE: 85% MAXIMUM

THIS SITE HAS RECEIVED THE FOLLOWING VARIANCE: V-2006-32, DATED DEC. 20, 2006, TO INCREASE THE TOTAL WALL AND FREESTANDING WALL SIGNAGE BY 664.7 SQ. FT. FOR A TOTAL OF 1981.7 SQ. FT.

### HORIZONTAL AND VERTICAL CONTROL

ELEVATIONS ARE BASED ON NAVD 88(GEOD 12A), OBTAINED WITH A LEICA 1200 GPS USING STATIC OBSERVATIONS AND OPUS SOLUTIONS, JANUARY 22, 2014. BASE STATIONS USED WERE DL7331 ALFO FOLEY CORS, DL3065 FLES EGLIN 5 CORS, DM5371 WS NEAL SCHOOL CORS. POSITIONING USER SERVICE A DIVISION OF NOAA.

NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THE COUNTY.

### STATE PLANE COORDINATES

HORIZONTAL DATUM: NORTH AMERICAN DATUM 83 (1990) FLORIDA NORTH ZONE

STATION	NORTHING (FT)	EASTING (FT)	LATITUDE	LONGITUDE(-)	SCALE FACTOR	CONVERGENCE(SF)	SOURCE
PRM-1	546569.7591	1109728.6838	30°28'28.82024"	87°13'34.64447"	.999962248	-1°22'12.11307"	* 1
PRM-2	546351.0707	1109185.0116	30°28'26.52753"	87°13'40.79578"	.999962024	-1°22'15.20427"	* 1
PRM-3	546077.3390	1109307.9604	30°28'23.84796"	87°13'39.31636"	.999962073	-1°22'14.46082"	* 1
PRM-4	546399.7663	1109936.2823	30°28'27.18722"	87°13'32.22636"	.999962196	-1°22'10.89791"	* 1
PRM-5	546309.1338	1109723.8850	30°28'26.24012"	87°13'34.62809"	.999962141	-1°22'12.10484"	* 1

\*1-SEE SURVEYOR NOTE 13, SHEET 2.

FORMULA TO CONVERT GRID DISTANCE TO GROUND (GEODETIC) DISTANCE:

MEAN SCALE FACTOR (MSF) = (SF + SF)/2  
GROUND (GEODETIC) DISTANCE = GRID DISTANCE / MSF

THE PARCEL SHOWN FOR DEVELOPMENT/SUBDIVISION IS LOCATED WITHIN THE FOLLOWING FLOOD ZONE(S) AS DETAILED BY FEMA FIRM (FLOOD INSURANCE RATE MAP) INFORMATION DESCRIBED BELOW:

FLOOD ZONE	COMMUNITY NUMBER	MAP NUMBER	PANEL NUMBER(S)	SUFFIX	MAP REVISION DATE
X	120080	12033C	0380	G	SEPTEMBER 29, 2006

### CERTIFICATE OF APPROVAL OF CLERK OF THE CIRCUIT COURT

I, THE CLERK OF THE CIRCUIT COURT OF ESCAMBIA COUNTY, FLORIDA, HEREBY CERTIFY THAT THE WITHIN PLAT COMPLIES WITH ALL THE PROVISIONS OF THE FLORIDA PLAT ACT, CHAPTER 177, SECTION 177.011 - 177.151, FLORIDA STATUTES, AS AMENDED FROM TIME TO TIME AND THE SAME WAS FILED FOR RECORD ON

THIS 29th DAY OF OCTOBER, 2015, AND FILED IN PLAT BOOK 6881, AT PAGES 1 OF SAID COUNTY.

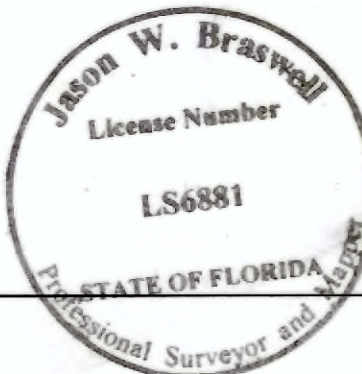
PAM CHILDERS  
CLERK OF THE CIRCUIT COURT

### SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THE PLAT SHOWN HEREON IS A TRUE AND CORRECT REPRESENTATION OF THE LAND SURVEYED, THAT THE SURVEY WAS MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION, THAT THIS PLAT COMPLIES WITH ALL THE PROVISIONS OF THE FLORIDA PLAT ACT, CHAPTER 177, SECTION 177.011 - 177.151, FLORIDA STATUTES, AS AMENDED FROM TIME TO TIME, THAT THE BOUNDARY INFORMATION ON THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF LAND SURVEYORS, PURSUANT TO CHAPTER 5J-17.050, CHAPTER 5J-17.051 AND 5J-17.052, FLORIDA ADMINISTRATIVE CODE AND SECTION 472.027, FLORIDA STATUTES, AS AMENDED FROM TIME TO TIME, THAT PERMANENT REFERENCE MONUMENTS HAVE BEEN PLACED AND THAT PERMANENT CONTROL POINT HAVE BEEN SET, AS REQUIRED BY THE LAND DEVELOPMENT CODE OF ESCAMBIA COUNTY, FLORIDA AND THAT SAID LAND HAS BEEN SUBDIVIDED AS SHOWN

SIGNED THIS 29TH DAY OF OCTOBER, 2015

JASON BRASWELL  
FL LIC #6881 LB #8005  
SURVEY CONSULTS, INC.  
16961 ST. HWY #180 SUITE D  
GULF SHORES, AL 36542



ACCESS EASEMENTS ARE INTENDED TO BE DEDICATED TO AND MAINTAINED BY THE OWNERS OF THE PARCELS OR THEIR SUCCESSORS.  
SECOND SUPPLEMENTAL DECLARATION OF EASEMENTS O.R. BOOK 6881, PAGE(S) 1 PLAT BOOK 6881, PAGE(S) 1



# HOME DEPOT PARK

## A REPLAT OF PARCEL B

A COMMERCIAL SUBDIVISION  
LOCATED IN JAYME FONTANELS GRANT  
AND BEING A PORTION OF SECTION 48,  
TOWNSHIP 1 SOUTH, RANGE 30 WEST  
ESCAMBIA COUNTY, FLORIDA  
NOVEMBER 2015

SHEET 2 OF 3  
OCTOBER 29, 2015

### SURVEYOR'S NOTES

- NO TITLE SEARCH PERFORMED BY THIS FIRM. SURVEY DETERMINED AND 1.0' W OF PROP. CORNER LIMITED BY TITLE RESEARCH, MAPS, AND PLATS PROVIDED BY INSITE REAL ESTATE INVESTMENT PROPERTIES LLC (INSITE) LLC, 8001 N. DAVIS BLVD., SUITE 200, TAMPA, FL 33634. TITLE RESEARCH, MAPS, AND PLATS PROVIDED BY INSITE REAL ESTATE INVESTMENT PROPERTIES LLC (INSITE) LLC, 8001 N. DAVIS BLVD., SUITE 200, TAMPA, FL 33634. IN ADDITION, A TITLE OPINION DATED OCTOBER 16, 2015 BY CLARK PARTINGTON HART LARRY BONO & STACHOWSKI WAS PROVIDED BY CLIENT.
- THERE MAY BE EASEMENTS AFFECTING THIS PROPERTY THAT ARE NOT VISIBLE ON THE GROUND.
- PREVIOUS DEEDS OF RECORD AND OR SURVEYS USED TO DETERMINE PROPERTY LINES.
- FIELD WORK PERFORMED OF MULTIPLE DAYS FROM JANUARY 17, 2014 TO FEBRUARY 4, 2014 AND DECEMBER 2014.
- CERTIFICATION IS MADE TO PERSON(S) NAMED ON SURVEY AND IS NOT TRANSFERABLE TO OTHERS.
- OWNER SHOULD CONSULT WITH LOCAL AUTHORITIES FOR ADDITIONAL SETBACKS AND/OR BUILDING RESTRICTIONS.
- RIGHT-OF-WAY DRAWN BASED UPON OWNER SUPPLIED SURVEYS AND FIELD EVIDENCE.
- ELEVATIONS ARE BASED ON NAVD 83 (GEOID 12A), OBTAINED WITH A LEICA 1200 GPS USING STATIC OBSERVATIONS AND OPUS SOLUTIONS, JANUARY 22, 2014. BASE STATIONS USED WERE 01731 ALTO FIDELITY CORP. D.J. JONES FLS EDLIN S. CORP. DM371 ALEB W. NEAL SCHOOL CORP.
- THE SUBJECT SURVEY LIES IN JAYME FONTANELS GRANT, SECTION 48, TOWNSHIP 1 SOUTH, RANGE 30 WEST, CITY OF PENSACOLA, ESCAMBIA COUNTY, FLORIDA.
- THERE IS A BLANKET GULF POWER EASEMENT ACROSS LOTS 18, 26, 38, 48 AND 58 AS RECORDED IN OR BK 5962, PAGE 847.
- ALL CRPS ARE 5/8" REBAR STAMPED LS 6241 & PRM.
- ALL CRPS ARE 5/8" REBAR 18" LONG WITH CAP STAMPED LS 6881 / PRM SET AT ALL CORNERS UNLESS OTHERWISE NOTED.
- FENCE RESTRICTION NOTE-PLEASE NOTE THAT ALL DRAINAGE EASEMENTS SHALL BE ACCESSIBLE AT ALL TIMES FOR MAINTENANCE PURPOSES AND NO FENCE SHALL BE INSTALLED/ERECTED THAT MAY LIMIT OR BLOCK ACCESS TO THE EASEMENT.
- STATE PLATE COORDINATES WERE PROVIDED BY ROB WORKING/360 SURVEYING SERVICES FLORIDA IN A BOUNDARY AND SCALED REPORT DATED 6-24-15 USING GPS BASED ON FL DOT COORDINATE NETWORK.
- ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF CABLE TELEVISION SERVICES. PROVIDED, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS OR OTHER PUBLIC UTILITY AS DETAILED IN FLORIDA STATUTE 177.091 (28).
- THERE IS A BLANKET GULF POWER MAINTENANCE EASEMENT AFFECTING ALL SUBDIVISION LOTS AS RECORDED IN OR BK 5962, PAGE 847.
- THERE IS A BLANKET GULF POWER UNDERGROUND DISTRIBUTION EASEMENT FOR PARCEL 28 AS RECORDED IN OR BOOK 7254 PG 7254.

PARCEL B, HOME DEPOT PARK AS RECORDED IN PLAT BOOK 19, PAGE 16 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.

DESCRIPTION:  
ALL OF THAT TRACT OR PARCEL OF LAND LYING OR BEING IN JAYME FONTANELS GRANT, SECTION 48, TOWNSHIP 1 SOUTH, RANGE 30 WEST, CITY OF PENSACOLA, ESCAMBIA COUNTY, FLORIDA AND BEING THAT SAME TRACT OF LAND KNOWN AS PARCEL B, HOME DEPOT PARK AS RECORDED IN PLAT BOOK 19, PAGE 16 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIN ON THE SOUTHWEST CORNER OF PARCEL A, HOME DEPOT PARK, AS RECORDED IN PLAT BOOK 19, PAGE 16, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA; THENCE N72°03'31"E, 148.48' TO AN IRON PIN; THENCE N18°51'41"W, 18.96' TO AN IRON PIN; THENCE N72°03'31"E, 148.48' TO AN IRON PIN; THENCE ALONG A CURVE TO THE RIGHT, AN ARC DISTANCE OF 49.57', HAVING A CHORD OF 49.33', N81°53'58"E, AND A RADIUS OF 144.50' TO AN IRON PIN; THENCE ALONG A CURVE TO THE RIGHT, AN ARC DISTANCE OF 55.79', SAID CURVE HAVING A CHORD OF 52.21', S82°21'37"E, AND A RADIUS OF 44.50' TO AN IRON PIN ON THE WEST RIGHT-OF-WAY OF DAVIS HIGHWAY (R/W VARIES); THENCE ALONG SAID RIGHT-OF-WAY S18°21'21"W, 73.81' TO AN IRON PIN; THENCE ALONG A CURVE TO THE LEFT, AN ARC DISTANCE OF 296.15', SAID CURVE HAVING A CHORD OF 296.03', S02°02'57"W, AND A RADIUS OF 296.93' TO AN IRON PIN; THENCE S00°39'21"E, 65.45' TO AN IRON PIN; THENCE ALONG A CURVE TO THE RIGHT, AN ARC DISTANCE OF 25.14', SAID CURVE HAVING A CHORD OF 24.92', S12°05'30"W, AND A RADIUS OF 55.00' TO AN IRON PIN ON THE NORTH RIGHT-OF-WAY OF BRENT LANE (R/W VARIES); THENCE ALONG SAID RIGHT-OF-WAY S70°53'25"W, 212.46' TO AN IRON PIN; THENCE N20°08'21"W, 154.70' TO AN IRON PIN; THENCE S69°52'42"W, 40.08' TO AN IRON PIN; THENCE S20°14'47"E, 158.43' TO AN IRON PIN; THENCE S70°53'14"W, 193.05' TO AN IRON PIN ON THE EAST RIGHT-OF-WAY OF BELLAMY AVENUE (A 66' R/W); THENCE ALONG SAID RIGHT-OF-WAY N19°30'18"W, 174.06' TO AN IRON PIN; THENCE S70°32'41"W, 66.29' TO AN IRON PIN; THENCE S70°35'53"W, 109.55' TO A CONCRETE MONUMENT; THENCE N20°14'21"W, 300.13' TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 6.84 ACRES MORE OR LESS.

BASE BEARING  
WEST LINE OF PARCEL B  
HOME DEPOT PARK,  
P819, PG16  
BEING N20°14'21"W

S.W. CORNER  
OF PARCEL "A"  
HOME DEPOT PARK  
PRM #2  
"6X4" CONCRETE MONUMENT SET  
STAMPED LS 6881 & PRM

FENCE CORNER  
0.6' S OF P/L  
FENCE CORNER  
0.6' S OF P/L

PARCEL "18"  
1.07 ACRES  
(PRIVATE)

PARCEL "26"  
1.81 ACRES  
(COMMERCIAL USE)  
(PRIVATE)

PARCEL "38"  
1.81 ACRES  
(COMMERCIAL USE)  
(PRIVATE)

PARCEL "48"  
1.29 ACRES  
(COMMERCIAL USE)  
(PRIVATE)

PARCEL "58"  
1.02 ACRES  
(COMMERCIAL USE)  
(PRIVATE)

PARCEL "68"  
1.02 ACRES  
(COMMERCIAL USE)  
(PRIVATE)

PARCEL "78"  
1.02 ACRES  
(COMMERCIAL USE)  
(PRIVATE)

PARCEL "88"  
1.02 ACRES  
(COMMERCIAL USE)  
(PRIVATE)

PARCEL "98"  
1.02 ACRES  
(COMMERCIAL USE)  
(PRIVATE)

PARCEL "108"  
1.02 ACRES  
(COMMERCIAL USE)  
(PRIVATE)

PARCEL "118"  
1.02 ACRES  
(COMMERCIAL USE)  
(PRIVATE)

PARCEL "128"  
1.02 ACRES  
(COMMERCIAL USE)  
(PRIVATE)

PARCEL "138"  
1.02 ACRES  
(COMMERCIAL USE)  
(PRIVATE)

PARCEL "148"  
1.02 ACRES  
(COMMERCIAL USE)  
(PRIVATE)

PARCEL "158"  
1.02 ACRES  
(COMMERCIAL USE)  
(PRIVATE)

PARCEL "168"  
1.02 ACRES  
(COMMERCIAL USE)  
(PRIVATE)

PARCEL "178"  
1.02 ACRES  
(COMMERCIAL USE)  
(PRIVATE)

PARCEL "188"  
1.02 ACRES  
(COMMERCIAL USE)  
(PRIVATE)

PARCEL "198"  
1.02 ACRES  
(COMMERCIAL USE)  
(PRIVATE)

PARCEL "208"  
1.02 ACRES  
(COMMERCIAL USE)  
(PRIVATE)

PARCEL "218"  
1.02 ACRES  
(COMMERCIAL USE)  
(PRIVATE)

PARCEL "228"  
1.02 ACRES  
(COMMERCIAL USE)  
(PRIVATE)

PARCEL "238"  
1.02 ACRES  
(COMMERCIAL USE)  
(PRIVATE)

PARCEL "248"  
1.02 ACRES  
(COMMERCIAL USE)  
(PRIVATE)

PARCEL "258"  
1.02 ACRES  
(COMMERCIAL USE)  
(PRIVATE)

PARCEL "268"  
1.02 ACRES  
(COMMERCIAL USE)  
(PRIVATE)

PARCEL "278"  
1.02 ACRES  
(COMMERCIAL USE)  
(PRIVATE)

PARCEL "288"  
1.02 ACRES  
(COMMERCIAL USE)  
(PRIVATE)

PARCEL "298"  
1.02 ACRES  
(COMMERCIAL USE)  
(PRIVATE)

PARCEL "308"  
1.02 ACRES  
(COMMERCIAL USE)  
(PRIVATE)

PARCEL "318"  
1.02 ACRES  
(COMMERCIAL USE)  
(PRIVATE)

PARCEL "328"  
1.02 ACRES  
(COMMERCIAL USE)  
(PRIVATE)

PARCEL "338"  
1.02 ACRES  
(COMMERCIAL USE)  
(PRIVATE)

PARCEL "348"  
1.02 ACRES  
(COMMERCIAL USE)  
(PRIVATE)

PARCEL "358"  
1.02 ACRES  
(COMMERCIAL USE)  
(PRIVATE)

PARCEL "368"  
1.02 ACRES  
(COMMERCIAL USE)  
(PRIVATE)

PARCEL "378"  
1.02 ACRES  
(COMMERCIAL USE)  
(PRIVATE)

PARCEL "388"  
1.02 ACRES  
(COMMERCIAL USE)  
(PRIVATE)

PARCEL "398"  
1.02 ACRES  
(COMMERCIAL USE)  
(PRIVATE)

PARCEL "408"  
1.02 ACRES  
(COMMERCIAL USE)  
(PRIVATE)

PARCEL "418"  
1.02 ACRES  
(COMMERCIAL USE)  
(PRIVATE)

PARCEL "428"  
1.02 ACRES  
(COMMERCIAL USE)  
(PRIVATE)

PARCEL "438"  
1.02 ACRES  
(COMMERCIAL USE)  
(PRIVATE)

PARCEL "448"  
1.02 ACRES  
(COMMERCIAL USE)  
(PRIVATE)

PARCEL "458"  
1.02 ACRES  
(COMMERCIAL USE)  
(PRIVATE)

PARCEL "468"  
1.02 ACRES  
(COMMERCIAL USE)  
(PRIVATE)

PARCEL "478"  
1.02 ACRES  
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(PRIVATE)

PARCEL "488"  
1.02 ACRES  
(COMMERCIAL USE)  
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PARCEL "498"  
1.02 ACRES  
(COMMERCIAL USE)  
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PARCEL "508"  
1.02 ACRES  
(COMMERCIAL USE)  
(PRIVATE)

PARCEL "518"  
1.02 ACRES  
(COMMERCIAL USE)  
(PRIVATE)

PARCEL "528"  
1.02 ACRES  
(COMMERCIAL USE)  
(PRIVATE)

PARCEL "538"  
1.02 ACRES  
(COMMERCIAL USE)  
(PRIVATE)

PARCEL "548"  
1.02 ACRES  
(COMMERCIAL USE)  
(PRIVATE)

PARCEL "558"  
1.02 ACRES  
(COMMERCIAL USE)  
(PRIVATE)

PARCEL "568"  
1.02 ACRES  
(COMMERCIAL USE)  
(PRIVATE)

PARCEL "578"  
1.02 ACRES  
(COMMERCIAL USE)  
(PRIVATE)

PARCEL "588"  
1.02 ACRES  
(COMMERCIAL USE)  
(PRIVATE)

PARCEL "598"  
1.02 ACRES  
(COMMERCIAL USE)  
(PRIVATE)

PARCEL "608"  
1.02 ACRES  
(COMMERCIAL USE)  
(PRIVATE)

PARCEL "618"  
1.02 ACRES  
(COMMERCIAL USE)  
(PRIVATE)

PARCEL "628"  
1.02 ACRES  
(COMMERCIAL USE)  
(PRIVATE)

PARCEL "638"  
1.02 ACRES  
(COMMERCIAL USE)  
(PRIVATE)

PARCEL "648"  
1.02 ACRES  
(COMMERCIAL USE)  
(PRIVATE)

PARCEL "658"  
1.02 ACRES  
(COMMERCIAL USE)  
(PRIVATE)

PARCEL "668"  
1.02 ACRES  
(COMMERCIAL USE)  
(PRIVATE)

PARCEL "678"  
1.02 ACRES  
(COMMERCIAL USE)  
(PRIVATE)

PARCEL "688"  
1.02 ACRES  
(COMMERCIAL USE)  
(PRIVATE)

PARCEL "698"  
1.02 ACRES  
(COMMERCIAL USE)  
(PRIVATE)

PARCEL "708"  
1.02 ACRES  
(COMMERCIAL USE)  
(PRIVATE)

PARCEL "718"  
1.02 ACRES  
(COMMERCIAL USE)  
(PRIVATE)

PARCEL "728"  
1.02 ACRES  
(COMMERCIAL USE)  
(PRIVATE)

PARCEL "738"  
1.02 ACRES  
(COMMERCIAL USE)  
(PRIVATE)

PARCEL "748"  
1.02 ACRES  
(COMMERCIAL USE)  
(PRIVATE)

PARCEL "758"  
1.02 ACRES  
(COMMERCIAL USE)  
(PRIVATE)

PARCEL "768"  
1.02 ACRES  
(COMMERCIAL USE)  
(PRIVATE)

PARCEL "778"  
1.02 ACRES  
(COMMERCIAL USE)  
(PRIVATE)

PARCEL "788"  
1.02 ACRES  
(COMMERCIAL USE)  
(PRIVATE)

PARCEL "798"  
1.02 ACRES  
(COMMERCIAL USE)  
(PRIVATE)

PARCEL "808"  
1.02 ACRES  
(COMMERCIAL USE)  
(PRIVATE)

PARCEL "818"  
1.02 ACRES  
(COMMERCIAL USE)  
(PRIVATE)

PARCEL "828"  
1.02 ACRES  
(COMMERCIAL USE)  
(PRIVATE)

PARCEL "838"  
1.02 ACRES  
(COMMERCIAL USE)  
(PRIVATE)

PARCEL "848"  
1.02 ACRES  
(COMMERCIAL USE)  
(PRIVATE)

PARCEL "858"  
1.02 ACRES  
(COMMERCIAL USE)  
(PRIVATE)

PARCEL "868"  
1.02 ACRES  
(COMMERCIAL USE)  
(PRIVATE)

PARCEL "878"  
1.02 ACRES  
(COMMERCIAL USE)  
(PRIVATE)

PARCEL "888"  
1.02 ACRES  
(COMMERCIAL USE)  
(PRIVATE)

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# HOME DEPOT PARK

## A REPLAT OF PARCEL B

A COMMERCIAL SUBDIVISION  
LOCATED IN JAYME FONTANELS GRANT  
AND BEING A PORTION OF SECTION 48,  
TOWNSHIP 1 SOUTH, RANGE 30 WEST  
ESCAMBIA COUNTY, FLORIDA  
NOVEMBER 2015

NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBMITTED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THE COUNTY.

BASE BEARING  
WEST LINE OF PARCEL B  
HOME DEPOT PARK,  
P818, PG18  
BEING N20°42'21"W

**20' PRIVATE SANITARY SEWER EASEMENT**  
A PORTION OF THAT SAME TRACT OF LAND KNOWN AS PARCEL B, HOME DEPOT PARK AS RECORDED IN PLAT BOOK 19, PAGE 16 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
COMMENCING AT AN IRON PIN ON THE SOUTHWEST CORNER OF PARCEL A, HOME DEPOT PARK, AS RECORDED IN PLAT BOOK 19, PAGE 16, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY FLORIDA; THENCE ALONG THE SOUTH LINE OF PARCEL A HOME DEPOT PARK N72°03'44"E, 20.00' TO A POINT; THENCE CONTINUE N72°03'44"E, 20.00' TO A POINT; THENCE S18°41'42"E, 23.08' TO A POINT; THENCE N71°26'41"E, 169.53' TO A POINT; THENCE S17°04'41"E, 218.72' TO A POINT; THENCE N70°51'56"E, 128.28' TO A POINT; THENCE S59°05'05"E, 102.58' TO A POINT; THENCE A CURVE TO THE RIGHT, AN ARC DISTANCE OF 23.28', SAID CURVE HAVING A CHORD OF 23.28', S00°08'57"W, AND A RADIUS OF 5795.13'; THENCE N59°05'05"W, 105.15' TO A POINT; THENCE S70°51'56"W, 139.67' TO A POINT; THENCE N17°04'41"W, 218.93' TO A POINT; THENCE S71°26'41"W, 168.96' TO A POINT; THENCE N18°41'42"W, 43.30' TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 13182 SQUARE FEET, OR 0.30 ACRES, MORE OR LESS.

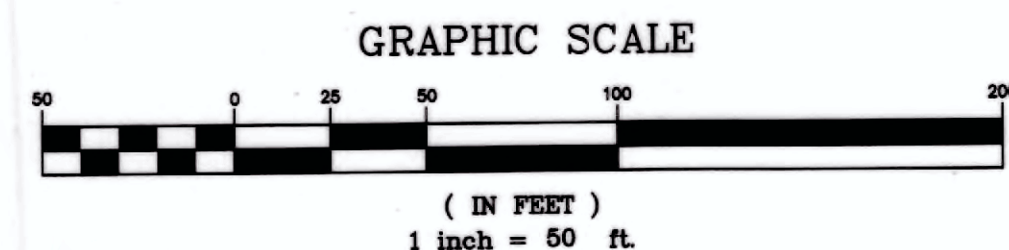
**20' DRAINAGE EASEMENT 4**  
A PORTION OF THAT SAME TRACT OF LAND KNOWN AS PARCEL B, HOME DEPOT PARK AS RECORDED IN PLAT BOOK 19, PAGE 16 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
COMMENCING AT AN IRON PIN ON THE SOUTHWEST CORNER OF PARCEL A, HOME DEPOT PARK, AS RECORDED IN PLAT BOOK 19, PAGE 16, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY FLORIDA; THENCE ALONG THE SOUTH LINE OF PARCEL A HOME DEPOT PARK N72°03'44"E, 162.66' TO A POINT; THENCE S17°56'16"E, 2.35' TO A POINT BEING THE POINT OF BEGINNING; THENCE N73°39'53"E, 303.06' TO A POINT; THENCE N72°03'00"E, 310.96' TO A POINT; THENCE N86°56'08"E, 35.60' TO A POINT; THENCE AN ARC TO THE RIGHT, SAID ARC HAVING A LENGTH OF 12.77', A CHORD OF 12.77', S24°39'37"E, AND A RADIUS OF 44.50' TO A POINT; THENCE S18°21'21"W, 8.66' TO A POINT; THENCE S86°56'08"W, 34.79' TO A POINT; THENCE S72°03'00"W, 308.63' TO A POINT; THENCE S73°59'53"W, 302.79' TO A POINT; THENCE N17°56'16"W, 20.01' TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 12998 SQUARE FEET OR 0.30 ACRES, MORE OR LESS.

**20' DRAINAGE EASEMENT 5**  
A PORTION OF THAT SAME TRACT OF LAND KNOWN AS PARCEL B, HOME DEPOT PARK AS RECORDED IN PLAT BOOK 19, PAGE 16 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
COMMENCING AT AN IRON PIN ON THE SOUTHWEST CORNER OF PARCEL A, HOME DEPOT PARK, AS RECORDED IN PLAT BOOK 19, PAGE 16, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY FLORIDA; THENCE ALONG THE SOUTH LINE OF PARCEL A HOME DEPOT PARK N72°03'44"E, 162.66' TO A POINT; THENCE S17°56'16"E, 2.35' TO A POINT BEING THE POINT OF BEGINNING; THENCE S67°08'45"E, 13.50' TO A POINT; THENCE N72°05'11"E, 88.62' TO A POINT; THENCE N70°53'07"E, 164.16' TO A POINT; THENCE N72°20'41"E, 20.00' TO A POINT; THENCE S17°39'19"E, 138.65' TO A POINT; THENCE N49°39'11"E, 111.47' TO A POINT; THENCE N68°59'18"E, 204.82' TO A POINT; THENCE S21°00'42"E, 20.00' TO A POINT; THENCE S68°59'18"W, 201.41' TO A POINT; THENCE S49°39'11"W, 116.15' TO A POINT; THENCE S19°49'55"E, 56.98' TO A POINT; THENCE S63°38'06"E, 99.38' TO A POINT; THENCE N70°53'24"E, 101.83' TO A POINT; THENCE S23°26'33"E, 4.05' TO A POINT; THENCE S78°35'39"E, 42.21' TO A POINT; THENCE S11°24'21"W, 20.00' TO A POINT; THENCE N78°35'39"W, 28.28' TO A POINT; THENCE S23°26'33"E, 90.77' TO A POINT; THENCE S66°33'27"W, 20.00' TO A POINT; THENCE N23°26'33"W, 100.64' TO A POINT; THENCE S70°53'24"W, 91.67' TO A POINT; THENCE N63°38'06"W, 105.65' TO A POINT; THENCE S70°53'07"W, 161.64' TO A POINT; THENCE S18°30'51"E, 10.10' TO A POINT; THENCE S71°29'09"W, 20.00' TO A POINT; THENCE N16°30'51"W, 10.10' TO A POINT; THENCE S72°05'11"W, 86.26' TO A POINT; THENCE N67°08'45"W, 3.67' TO A POINT; THENCE N17°56'16"W, 26.42' TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 22993 SQUARE FEET, OR 0.53 ACRES, MORE OR LESS.

**20' DRAINAGE EASEMENT 5**  
A PORTION OF THAT SAME TRACT OF LAND KNOWN AS PARCEL B, HOME DEPOT PARK AS RECORDED IN PLAT BOOK 19, PAGE 16 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
COMMENCING AT AN IRON PIN ON THE SOUTHWEST CORNER OF PARCEL A, HOME DEPOT PARK, AS RECORDED IN PLAT BOOK 19, PAGE 16, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY FLORIDA; THENCE ALONG THE SOUTH LINE OF PARCEL A HOME DEPOT PARK N72°03'44"E, 162.66' TO A POINT; THENCE S17°56'16"E, 2.35' TO A POINT BEING THE POINT OF BEGINNING; THENCE S67°08'45"E, 13.50' TO A POINT; THENCE N72°05'11"E, 88.62' TO A POINT; THENCE N70°53'07"E, 164.16' TO A POINT; THENCE N72°20'41"E, 20.00' TO A POINT; THENCE S17°39'19"E, 138.65' TO A POINT; THENCE N49°39'11"E, 111.47' TO A POINT; THENCE N68°59'18"E, 204.82' TO A POINT; THENCE S21°00'42"E, 20.00' TO A POINT; THENCE S68°59'18"W, 201.41' TO A POINT; THENCE S49°39'11"W, 116.15' TO A POINT; THENCE S19°49'55"E, 56.98' TO A POINT; THENCE S63°38'06"E, 99.38' TO A POINT; THENCE N70°53'24"E, 101.83' TO A POINT; THENCE S23°26'33"E, 4.05' TO A POINT; THENCE S78°35'39"E, 42.21' TO A POINT; THENCE S11°24'21"W, 20.00' TO A POINT; THENCE N78°35'39"W, 28.28' TO A POINT; THENCE S23°26'33"E, 90.77' TO A POINT; THENCE S66°33'27"W, 20.00' TO A POINT; THENCE N23°26'33"W, 100.64' TO A POINT; THENCE S70°53'24"W, 91.67' TO A POINT; THENCE N63°38'06"W, 105.65' TO A POINT; THENCE S70°53'07"W, 161.64' TO A POINT; THENCE S18°30'51"E, 10.10' TO A POINT; THENCE S71°29'09"W, 20.00' TO A POINT; THENCE N16°30'51"W, 10.10' TO A POINT; THENCE S72°05'11"W, 86.26' TO A POINT; THENCE N67°08'45"W, 3.67' TO A POINT; THENCE N17°56'16"W, 26.42' TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 22993 SQUARE FEET, OR 0.53 ACRES, MORE OR LESS.

**ACCESS EASEMENT #2**  
A PORTION OF THAT SAME TRACT OF LAND KNOWN AS PARCEL B, HOME DEPOT PARK AS RECORDED IN PLAT BOOK 19, PAGE 16 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS INCLUDING THE COMBINED DESCRIPTIONS OF SEGMENT A AND SEGMENT B AS FOLLOWS:  
SEGMENT A  
COMMENCING AT AN IRON PIN ON THE SOUTHWEST CORNER OF PARCEL A, HOME DEPOT PARK, AS RECORDED IN PLAT BOOK 19, PAGE 16, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY FLORIDA; THENCE ALONG THE SOUTH LINE OF PARCEL A HOME DEPOT PARK, N72°03'44"E, 332.49' TO A POINT BEING THE POINT OF BEGINNING; THENCE CONTINUE N72°03'44"E, 30.00' TO A POINT; THENCE S17°56'16"E, 23.50' TO A POINT; THENCE S17°56'16"E, 81.80' TO A POINT; THENCE A CURVE TO THE LEFT, SAID CURVE HAVING AN ARC DISTANCE OF 61.82', A CHORD OF 60.80', S36°00'36"E, AND A RADIUS OF 98.00' TO A POINT; THENCE A CURVE TO THE LEFT, SAID CURVE HAVING AN ARC LENGTH OF 25.10', A CHORD OF 25.70', S49°21'04"E, AND A RADIUS OF 152.00' TO A POINT; THENCE A CURVE TO THE RIGHT, SAID CURVE HAVING AN ARC DISTANCE OF 25.88', A CHORD OF 25.85', S39°44'32"E, AND A RADIUS OF 152.00' TO A POINT; THENCE A CURVE TO THE LEFT, SAID CURVE HAVING AN ARC DISTANCE OF 67.49', A CHORD OF 66.64', N38°14'01"E, AND A RADIUS OF 122.00' TO A POINT; THENCE A CURVE TO THE RIGHT, SAID CURVE HAVING AN ARC DISTANCE OF 80.75', A CHORD OF 79.42', N36°00'36"W, AND A RADIUS OF 128.00' TO A POINT; THENCE N17°56'16"W, 129.30' TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 8310 SQUARE FEET, OR 0.19 ACRES, MORE OR LESS.

SEGMENT B  
COMMENCING AT AN IRON PIN ON THE SOUTHWEST CORNER OF PARCEL A, HOME DEPOT PARK, AS RECORDED IN PLAT BOOK 19, PAGE 16, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY FLORIDA; THENCE ALONG THE SOUTH LINE OF PARCEL A HOME DEPOT PARK, N72°03'44"E, 362.49' TO A POINT; THENCE S17°56'16"E, 23.50' TO A POINT; THENCE S17°56'16"E, 81.80' TO A POINT; THENCE A CURVE TO THE LEFT, SAID CURVE HAVING AN ARC LENGTH OF 31.42', A CHORD OF 28.29', N27°03'22"E, AND A RADIUS OF 20.00' TO A POINT; THENCE N17°57'00"W, 22.45' TO A POINT; THENCE N72°03'31"E, 30.00' TO A POINT; THENCE S17°57'00"E, 22.43' TO A POINT; THENCE A CURVE TO THE LEFT, SAID CURVE HAVING AN ARC DISTANCE OF 31.42', A CHORD OF 28.28', S82°57'00"E, AND A RADIUS OF 20.00' TO A POINT; THENCE N72°03'00"E, 30.43' TO A POINT; THENCE A CURVE TO THE RIGHT, SAID CURVE HAVING AN ARC DISTANCE OF 114.51', A CHORD OF 97.36', S52°20'58"E, AND A RADIUS OF 59.00' TO A POINT; THENCE S03°15'05"W, 141.25' TO A POINT; THENCE S70°51'56"W, 25.96' TO A POINT; THENCE N03°15'05"E, 151.09' TO A POINT; THENCE A CURVE TO THE RIGHT, SAID CURVE HAVING AN ARC DISTANCE OF 67.92', A CHORD OF 57.75', N52°20'36"W, AND A RADIUS OF 35.00' TO A POINT; THENCE S72°03'44"W, 205.26' TO A POINT; THENCE S17°56'16"E, 165.00' TO A POINT; THENCE S72°03'44"W, 110.00' TO A POINT; THENCE N17°56'16"W, 24.00' TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 21478 SQUARE FEET, OR 0.49 ACRES, MORE OR LESS.



### EASEMENT #4 (PRIVATE WATERLINE EASEMENT)

**EASEMENT#4 PROPOSED WATERLINE EASEMENT**  
A PORTION OF THAT SAME TRACT OF LAND KNOWN AS PARCEL B, HOME DEPOT PARK AS RECORDED IN PLAT BOOK 19, PAGE 16 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
COMMENCING AT AN IRON PIN ON THE SOUTHWEST CORNER OF PARCEL A, HOME DEPOT PARK, AS RECORDED IN PLAT BOOK 19, PAGE 16, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY FLORIDA; THENCE ALONG THE SOUTH LINE OF PARCEL A HOME DEPOT PARK N72°03'44"E, 358.61' TO A POINT; THENCE S17°56'16"E, 52.40' TO A POINT; THENCE S34°39'19"E, 165.81' TO A POINT; THENCE S19°22'02"E, 21.25' TO A POINT BEING THE POINT OF BEGINNING; THENCE N72°03'44"E, 77.64' TO A POINT; THENCE S17°56'34"E, 6.90' TO A POINT; THENCE N70°52'36"E, 20.00' TO A POINT; THENCE S17°56'16"E, 13.51' TO A POINT; THENCE S72°03'44"W, 97.14' TO A POINT; THENCE N19°21'23"W, 20.01' TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 1814 SQUARE FEET OR 0.04 ACRES, MORE OR LESS.

**PRIVATE ACCESS EASEMENT #2**  
SEGMENT B  
COMMENCING AT AN IRON PIN ON THE SOUTHWEST CORNER OF PARCEL A, HOME DEPOT PARK, AS RECORDED IN PLAT BOOK 19, PAGE 16, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY FLORIDA; THENCE ALONG THE SOUTH LINE OF PARCEL A HOME DEPOT PARK, N72°03'44"E, 332.49' TO A POINT; THENCE CONTINUE N72°03'44"E, 30.00' TO A POINT; THENCE S17°56'16"E, 23.50' TO A POINT; THENCE S17°56'16"E, 81.80' TO A POINT; THENCE A CURVE TO THE LEFT, SAID CURVE HAVING AN ARC DISTANCE OF 61.82', A CHORD OF 60.80', S36°00'36"E, AND A RADIUS OF 98.00' TO A POINT; THENCE A CURVE TO THE LEFT, SAID CURVE HAVING AN ARC LENGTH OF 25.10', A CHORD OF 25.70', S49°21'04"E, AND A RADIUS OF 152.00' TO A POINT; THENCE A CURVE TO THE RIGHT, SAID CURVE HAVING AN ARC DISTANCE OF 25.88', A CHORD OF 25.85', S39°44'32"E, AND A RADIUS OF 152.00' TO A POINT; THENCE A CURVE TO THE LEFT, SAID CURVE HAVING AN ARC DISTANCE OF 67.49', A CHORD OF 66.64', N38°14'01"E, AND A RADIUS OF 122.00' TO A POINT; THENCE A CURVE TO THE RIGHT, SAID CURVE HAVING AN ARC DISTANCE OF 80.75', A CHORD OF 79.42', N36°00'36"W, AND A RADIUS OF 128.00' TO A POINT; THENCE N17°56'16"W, 129.30' TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 8310 SQUARE FEET, OR 0.19 ACRES, MORE OR LESS.

**SURVEYOR**  
SURVEY CONSULTS  
16961 ST. HWY. #180, SUITE D  
GULF SHORES, AL 36542  
CONTACT: JASON BRASWELL  
(251) 968-2124

**ENGINEER**  
S.E. CIVIL, LLC  
1 S. SCHOOL STREET  
FAIRHOPE, AL 36532  
CONTACT: LARRY SMITH  
251-990-6566

### ENGINEER'S CERTIFICATE

I, THOMAS LARRY SMITH, HEREBY CERTIFY THAT I AM THE ENGINEER OF RECORD FOR HOME DEPOT PARK AND ALL CONSTRUCTED ROADWAYS, DRAINAGE, AND OTHER IMPROVEMENTS ARE DESIGNED TO COMPLY WITH ALL APPLICABLE FEDERAL, STATE AND LOCAL DEVELOPMENT REQUIREMENTS.

THOMAS LARRY SMITH, PE  
FLORIDA REGISTRATION No. 62087  
FLORIDA C.A. No. 27073 SEAL

PLAT BOOK \_\_\_\_\_, PAGE(S) \_\_\_\_\_







## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

**AI-9649**

**Growth Management Report 13. 2.**

**BCC Regular Meeting**

**Action**

**Meeting Date:** 01/21/2016

**Issue:** Action Item - Final Plat Hawthorne Grove

**From:** Horace Jones, Director

**Organization:** Development Services

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#### **RECOMMENDATION:**

Recommendation Concerning Final Plat Hawthorne Grove Permit FP #140700011

That the Board take the following actions concerning the recording of the Final Plat of Hawthorne Grove (a 23.98 acres, 64 lot residential subdivision), located in the Beulah Community on Beulah Road, (County Road 99) and lying south of W. Nine Mile Road, (U.S. Alternate Hwy 90). Owned and developed by Hawthorne Grove Developers LLC. Prior to recording, the County Engineer, County Surveyor, Development Services Director and the Clerk of the Circuit Court must sign the Final Plat, as set forth in Section 2-5.2, of the Escambia County Land Development Code. Also, prior to recording the acting County Surveyor must sign the Final Plat as set forth in Chapter 177 Florida Statutes.

- A. Approve the Final Plat for recording;
- B. Approve the street names "John David Drive, Walter Franklin Road and Blake Evan Circle";
- C. Accept all public easements, drainage improvements within public/public parcels as depicted upon the final plat for permanent County maintenance, the cost of pond maintenance is to be funded through the establishment of a stormwater management MSBU ( Municipal Services Benefit Unit); and
- D. Authorize the Chairman or Vice-Chairman to execute a Two Year Warranty Agreement without Surety and an Avigation Easement.

#### **BACKGROUND:**

The preliminary plat was approved on April 22, 2015. Construction Plans were approved on April 22, 2015. The Escambia County Department of Public Safety approved the street names “John David Drive, Walter Franklin Road, and Blake Evan Circle”; on June 5, 2015. Development Services Department inspected the improvements on January 20, 2016 and found improvements substantially complete and in accordance with applicable County requirements. An executed Two Year Warranty Agreement without Surety and Avigation Easement will be recorded with the final plat. Staff has reviewed the final plat.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

This recommendation is consistent with previous practices of the County Attorney’s Office. The Two Year Warranty Agreement without Surety was reviewed and approved by Stephen West on January 8, 2016 and the Avigation Easement on January 6, 2016.

**PERSONNEL:**

All work associated with this recommendation was done in-house and no additional staff was required. Future Road Department budgets will reflect additional cost to maintain these improvements.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

Based on the Escambia County Land Development Code – providing procurement for surety to warrant subdivision improvements (Ord. #2002-9) and the Florida State Plat Act - Chapter 177.

**IMPLEMENTATION REQUIREMENTS:**

Once the final plat has been approved by the Board and final sign-offs given by the County Engineer, acting County Surveyor and Development Services Director, it will be transmitted to the Clerk of Court’s Office for recording in the public records of Escambia County, Florida.

**COORDINATION WITH OTHER AGENCIES/PERSONS:**

Staff has been in contact with the developer’s engineer/surveyor, County Road Department, County Building Inspections, Development Services Department and the contracted Interim County Surveyor.

---

**Attachments**

Street Letter Approval

Vicinity/Location Map

Avigation Easement

2-Year Warranty Agreement

Final Plat

---



Board of County Commissioners • Escambia County, Florida

Michael T. Moring, Emergency Communications Chief  
Public Safety Department

June 5, 2015

2<sup>nd</sup> Submittal

**Street Letter Approval**

The following names have been submitted for approval:

**John David Drive  
Walter Franklin Road  
Blake Evan Circle**

The streets are located in:

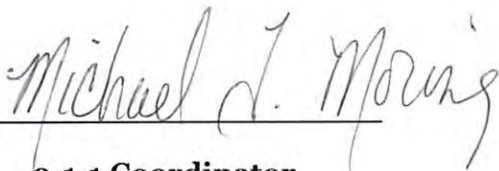
**Hawthorne Grove**

The name was requested by:

**Hammond Engineering, Inc.**

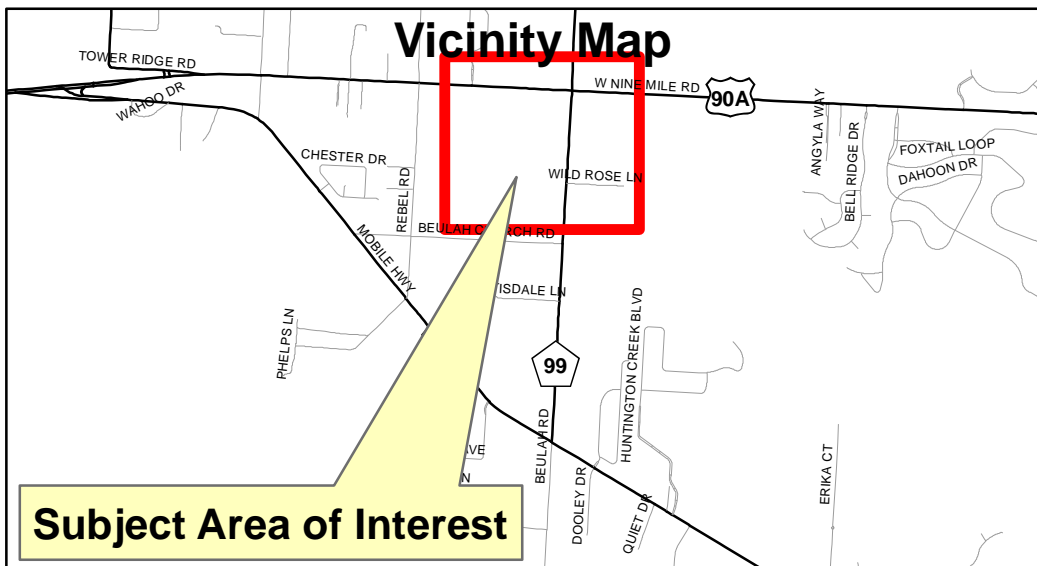
**3802 North "S" Street, Pensacola, Fl.**

Escambia County Public Safety concurs the street names above are not duplicates of any other street names in Escambia County Florida.

  
\_\_\_\_\_  
**9-1-1 Coordinator**



# Final Plat to "Hawthorne Grove"





LEGAL REVIEW

(COUNTY DEPARTMENT USE ONLY)

Document: AVIGATION EASEMENT "HAWTHORNE GROVE"

Date: JAN. 4, 2014

Date due for placement on agenda: JAN. 21, 2014

Requested by RICK G. / DEV. SERVICES

Phone Number: 595-3458

.....

(LEGAL DEPARTMENT USE ONLY)

Legal Review by 

Date Received: Jan. 6, 2016

☒ Approved as to form and legal sufficiency.

☐ Not approved.

☐ Make subject to legal signoff.

Additional comments:

Prepared by:

Hammock Engineering, Inc  
3802 N. S. St  
Pensacola FL 32505  
424-2603  
(name and address)

**AVIGATION EASEMENT  
(Limited Liability Company)**

THIS GRANT OF AN AVIGATION EASEMENT made this 30 day of DECEMBER, 2015, by and between LANTHORNE GROVE DEVELOPMENT, LLC a limited liability company organized under the laws of the State of FLORIDA, whose mailing address is 2991 S. HWY 29 CANTONMENT, FL 32533 ("Grantor," which term shall include the singular and plural, masculine and feminine), and Escambia County, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose mailing address is 223 Palafox Place, Pensacola, Florida 32502 ("Grantee").

**WITNESSETH**

WHEREAS Grantor is the owner of certain real property located in Escambia County, Florida; and

WHEREAS, Grantee requires, as a condition precedent to the development or use of the property, conveyance from Grantor of an Avigation Easement; and

WHEREAS Grantor has agreed to grant an Avigation Easement to Grantee in and over Grantor's property under the terms and conditions set forth in this instrument;

NOW, THEREFORE, Grantor, for good and valuable consideration the receipt and sufficiency of which is acknowledged, does grant to Grantee and Grantee's heirs, assigns, successors, and legal representatives, a perpetual Avigation Easement in and over the following described property (Property):

See legal description attached as Exhibit A

This Avigation Easement is granted with the following express terms and conditions:

1. Grantor grants, bargains, sells, and conveys to Grantee, its successors and assigns, for the use and benefit of Grantee and any civilian or military airfields that may be located in Escambia County and any operators, owners, or users of civilian or military Aircraft that may operate in the airspace in and above Escambia County, a perpetual Avigation Easement for the free and unobstructed flight of Aircraft ("Aircraft" being defined for the purpose of this instrument as any contrivance now known or hereafter invented, used, or designed for flight in and through the air)

in and through the airspace above, over, and across the surface of the Property, together with the right to create or cause in the airspace such noise, vibrations, odors, vapors, exhaust, smoke, dust or other effects that may be inherent in the operation of Aircraft, and for the use of the airspace by Aircraft for launching from, maneuvering about, and landing at local civilian or military airfields.

2. Nothing in this instrument shall operate to preclude claims by Grantor, his heirs, assigns, successors, and legal representatives, for any physical injuries or damages caused by Aircraft crashing into or otherwise coming into direct physical contact with the Property or persons located thereon.

3. Grantor, for himself, his heirs, assigns, successors, and legal representatives, expressly releases and forever discharges Grantee, its elected or appointed officials, representatives, agents, employees, and any operators, owners, or users of civilian or military Aircraft or airfields, from any and all liability whatsoever, including any and all suits, claims, debts, obligations, costs, expenses, actions, or demands, vested or contingent, known or unknown, whether for injuries to persons or damages to property, which Grantor may own, hold, or assert by reason of noise, vibrations, odors, vapors, exhaust, smoke, dust or other effects that may be inherent in the operation of Aircraft, caused or created by the flight or passage of Aircraft in or through the airspace subject to the easement described in this instrument. Additionally, Grantor, for himself, his heirs, assigns, successors, and legal representatives, waives any and all right to sue Grantee, its elected or appointed officials, representatives, agents, or employees, and any operators, owners, or users of civilian or military Aircraft or airfields, and agrees to dismiss any and all such suits that may be now or subsequently asserted against Grantee, its elected or appointed officials, representatives, agents, or employees, and any operators, owners, or users of civilian or military Aircraft or airfields, for injuries to persons or damage to property arising from noise, vibrations, odors, vapors, exhaust, smoke, dust or other effects that may be inherent in the operation of Aircraft, caused or created by the flight or passage of Aircraft in or through the airspace subject to the easement described in this instrument. Grantor acknowledges that the above-stated consideration is all that Grantor will receive for this easement and no promise for any other or further consideration has been made by anyone. Grantor further acknowledges that Grantor is executing this instrument solely in reliance upon his own knowledge, belief, and judgment and not upon any representations made by any party released or others in their behalf.

4. Grantor shall not build, construct, cause or permit to be built or constructed, or permit to remain on the Property any building or structure that would interfere with the rights conveyed by this instrument or that would violate any local, state, or federal law or regulation regarding the operation of Aircraft or airfields.

5. Grantor shall not use or permit the use of the Property in such a manner as to create electrical, electronic, or other interference with radio, radar, microwave, or other similar means of Aircraft communications, or to make it difficult for pilots to distinguish between airfield navigation lights and visual aids and other lights, or to result in glare or other condition that would impair the vision of pilots, or to otherwise endanger the operation of Aircraft.



6. In the event of any violation of the rights and restrictions contained in this instrument, Grantee shall have the right, at its sole option after giving five (5) days prior notice to Grantor, to use any and all means to remedy the violation. Additionally, Grantee shall have a perpetual easement for ingress to and egress from the Property for the purpose of inspecting or removing any instrumentality that may be causing or contributing to a violation of the rights and restrictions conveyed by this instrument.

7. Grantor acknowledges that the Property is located in an area impacted by Aircraft noise and that present and future Aircraft noise may interfere with the unrestricted use and enjoyment of the Property. Grantor further acknowledge that Aircraft noise may change over time by virtue of greater numbers of Aircraft, louder Aircraft, variations in airfield operations, and changes in airfield and air traffic control procedures.

8. This Avigation Easement and all of the terms and conditions described in this instrument shall run with the land in perpetuity and shall be binding upon Grantor and his heirs, assigns, successors and legal representatives.


9. In the event that one or more of the provisions contained in this instrument or any part thereof or any application thereof shall be held invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired and shall remain in full force and effect.

10. In the event that any civilian or military airfield adjacent to the Property ceases to operate, or if such other circumstances subsequently arise that would obviate the purpose underlying this instrument, then Grantor, his heirs, assigns, successors, and legal representatives, may petition the Board of County Commissioners of Escambia County to terminate this Avigation Easement. If the Board of County Commissioners approves the termination of this Avigation Easement, then it shall promptly execute and record in the public records an appropriate document reflecting the termination.

11. Grantor, for himself and his heirs, assigns, successors, and legal representatives, covenants with Grantee, its successors and assigns, that Grantor is lawfully seized and possessed of the Property in fee simple, has a good right and full power to grant, bargain, sell and convey this Avigation Easement over the Property.

THE REMAINDER OF THIS PAGE IS BLANK

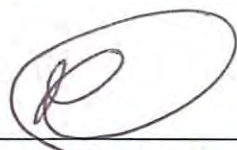
IN WITNESS WHEREOF Grantor has executed this instrument on the date first above written.

Witness   
Print Name TIBULUS JOHNSON

Witness   
Print Name ALEX STEWARD

GRANTOR:

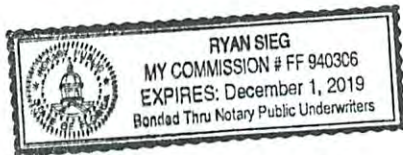
HAWTHORNE GROVE DEVELOPERS, LLC  
(name of limited liability company)

By:   
(signature)  
Ronald Johnson  
(printed name)


MANAGER  
(select one title:  
Manager/Member/Managing Member)

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 30 day of December, 20 15, by Ronald Johnson as Manager (select one title: Manager/Member/Managing Member) of Hawthorne Grove Developers LLC (name of limited liability company). He/She (☒) is personally known to me, or (☐) produced current as identification.



(Notary Seal)

  
Signature of Notary Public  
Ryan Sieg  
Printed Name of Notary Public

ACCEPTANCE

This Avigation Easement accepted by Escambia County, Florida on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, as authorized by the Board of County Commissioners of Escambia County, Florida at its meeting held on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

\_\_\_\_\_  
Chairman

ATTEST: Ernie Lee Magaha  
Clerk of the Circuit Court

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

(Seal)

OR

\*\*\*\*\*

This Avigation Easement utilizes the form provided by Escambia County in accordance with Section 3, Ordinance No. 2004-52. Therefore, acceptance is executed by the Director of the Development Services Department on behalf of the County, without further action required by the Board.

Accepted on behalf of Escambia County, Florida on the 8 day  
of Jan, 2016 by

H. Jones  
Development Services Department, Director

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 8 day of Jan, 2016 by H. Jones. He/She is X personally known to me, U produced current \_\_\_\_\_ as identification.

Chae  
Signature of Notary Public

Christina Smith  
Printed Name of Notary Public



(Notary Seal)

# Exhibit A

## DESCRIPTION:

COMMENCE AT A PLAIN NAIL AND DISK AT THE NORTHEAST CORNER OF SECTION 7, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA;  
THENCE GO SOUTH 00 DEGREES 03 MINUTES 39 SECONDS EAST ALONG THE EAST LINE OF SAID SECTION A DISTANCE OF 689.07 FEET;  
THENCE DEPARTING SAID EAST LINE GO SOUTH 89 DEGREES 33 MINUTES 19 SECONDS WEST A DISTANCE OF 33.00 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF BEULAH ROAD (R/W WIDTH UNDETERMINED), AND THE POINT OF BEGINNING;  
THENCE GO SOUTH 00 DEGREES 03 MINUTES 39 SECONDS EAST ALONG SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF 635.00 TO A POINT ON THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 7;  
THENCE GO SOUTH 89 DEGREES 26 MINUTES 09 SECONDS WEST ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 7 A DISTANCE OF 1290.78 FEET TO THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 7;  
THENCE GO NORTH 00 DEGREES 10 MINUTES 19 SECONDS WEST ALONG THE WEST LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 7 A DISTANCE OF 794.27 FEET;  
THENCE DEPARTING SAID WEST LINE GO NORTH 89 DEGREES 28 MINUTES 55 SECONDS EAST A DISTANCE OF 208.24 FEET;  
THENCE GO NORTH 00 DEGREES 06 MINUTES 48 SECONDS WEST A DISTANCE OF 67.44 FEET;  
THENCE GO NORTH 89 DEGREES 33 MINUTES 19 SECONDS EAST A DISTANCE OF 847.63 FEET;  
THENCE GO SOUTH 00 DEGREES 26 MINUTES 41 SECONDS EAST A DISTANCE OF 224.29 FEET;  
THENCE GO NORTH 89 DEGREES 33 MINUTES 19 SECONDS EAST A DISTANCE OF 235.00 FEET TO THE POINT OF BEGINNING;  
THE ABOVE DESCRIBED PARCEL OF LAND LYING AND BEING IN SECTION 7, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA AND CONTAINS 23.98 ACRES, MORE OR LESS.

LEGAL REVIEW

(COUNTY DEPARTMENT USE ONLY)

Document: "HAWTHORNE GROVE"  
2-YEAR WARRANTY AGREEMENT W/O SURETY

Date: JAN. 4, 2014

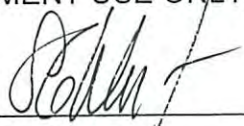
Date due for placement on agenda: JAN. 21, 2014

Requested by RIK G. / DEV. SERVICES

Phone Number: 595-3458

.....

(LEGAL DEPARTMENT USE ONLY)

Legal Review by 

Date Received: Jan 8,

☒ Approved as to form and legal sufficiency.

☐ Not approved.

☐ Make subject to legal signoff.

Additional comments:

See my email of Jan. 5<sup>th</sup> and 8<sup>th</sup>



Prepared by:

HAMMOND ENGINEERING, INC.  
3802 N. 'S' ST.  
PENSACOLA, FL 32505

**TWO-YEAR WARRANTY AGREEMENT  
FOR STREETS AND DRAINAGE IMPROVEMENTS WITHOUT  
SURETY/FINANCIAL SECURITY  
(Limited Liability Company)**

This Two-Year Warranty Agreement (Agreement) is entered by and between HAWTHORNE GROVE DEVELOPERS a limited liability company organized under the laws of the State of FLORIDA whose address is 1050 URBANIDE CANTONMENT, FL 32533 ) and Escambia County, a political subdivision of the State of Florida, whose address is Post Office Box, 1591, 221 Palafox Place, Pensacola, Florida 32591 (County).

WITNESSETH:

WHEREAS, Developer has undertaken to develop and construct certain streets and drainage improvements in and for HAWTHORNE GROVE Development, more particularly described as follows:

See Exhibit A (Legal Description) for HAWTHORNE GROVE PB \_\_\_\_ PG \_\_\_\_; and

WHEREAS, Developer wishes to have the streets and drainage improvements dedicated to the public and accepted for maintenance by the County; and

WHEREAS, the streets and drainage improvements have been built and approved in accordance with County standards; and

WHEREAS, a condition of the County accepting the streets and drainage improvements is the Developer's agreement to provide a warranty for the improvements in accordance with Section 4.03.03.C., Escambia County Land Development Code;

NOW, THEREFORE, in consideration of the County accepting the streets and drainage improvements, and for other good and sufficient consideration, the receipt of which is acknowledged, Developer and the County agree as follows:

1. The foregoing recitals are incorporated in this Agreement by reference.
2. Developer warrants that it shall, at its sole expense, for a period of two years from the date of the County's acceptance of the above-referenced streets and drainage improvements (Warranty Period):
  - a. repair all defects due to design, construction, materials or workmanship that may be discovered during the Warranty Period; and

b. take every reasonable precaution during the course of any repairs to protect the work from damage by the elements and provide and maintain suitable barricades and signs, which shall remain lighted from sunset to sunrise; and

c. indemnify, pay on behalf of, protect, defend, and hold harmless the County, or its officers, agents, and employees from and against any demand, claim, suit, loss, expense or damage that may be asserted against any of them by reason of any alleged damage to property or injury to or death of any person arising out of or in any way related to a defect in streets and drainage improvements or Developer's obligations under this Agreement.

3. During the Warranty Period, if in the judgment of the County Engineer or her designee repairs to the streets and drainage improvements become necessary due to any defect in the design, construction, materials, or workmanship, then upon notice from the County, Developer shall, at its sole expense, remove and replace all defective materials, repair any defects, and otherwise bring the improvements into compliance with the construction drawings and specifications approved by the Escambia County Development Review Committee. Developer shall correct any defect within thirty (30) calendar days, or, if the defect cannot reasonably be corrected within that period, commence corrective action within thirty (30) calendar days and thereafter diligently pursue the corrective action to completion. The County Engineer, in her sole discretion, may require the Developer to fulfill its obligations within a shorter period of time in order to comply with federal, state or local regulations or to protect the public health, safety, or welfare. Should the Developer fail to fulfill its obligations, the County may perform the repairs necessary to correct the defect, and the Developer shall be responsible for the costs of any such repairs, even if the County performs the repairs after the expiration of the Warranty Period. If the Developer fails to pay the costs incurred by the County within thirty (30) days of County's written demand, then the County may pursue collection of such costs in a court of competent jurisdiction.

4. In any judicial action brought by the County to enforce the provisions of this Agreement, Developer agrees to pay the costs, including reasonable attorney's fees through appeal, that the County may incur. Venue for any judicial action shall lie in Escambia County, Florida.

5. The parties shall execute the original Agreement with all attached exhibits. The Developer shall record the executed Agreement in the public records and provide a certified copy of the recorded Agreement to the County's Engineering Department.

6. During the Warranty Period, Developer shall advise the County in writing of any change in address, contact information or corporate status.

7. Developer's obligations under this Agreement shall include, but not be limited to, those minor infrastructure deficiencies listed in Section 4.03.03.C, Escambia County Land Development Code.

8. Developer's failure to perform its obligations under this Agreement may result in the denial of building permits and certificates of occupancy in accordance with Section 4.03.02.A, Escambia County Land Development Code.

IN WITNESS THEREOF, the parties have executed this Agreement on the dates shown below.

WITNESS:

THOMAS G. HAMMOND JR  
(printed name)

WITNESS:

ALEX STORWALT  
(printed name)

DEVELOPER/OWNER:

HAWTHORNE GROVE DEVELOPERS, LLC  
(name of limited liability company)

By:

(signature)

RONALD A. JOHNSON  
(printed name)

MANAGER  
(select one title: manager/member/managing member)

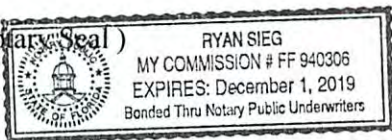
STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 8 day of December, 2005 by Ronald A. Johnson as Manager/Member/Managing Member (select one title: Manager/Member/Managing Member) of Hawthorne Grove Developers, LLC (name of limited liability company). He/She (☒) is personally known to me, or (☐) has produced as identification.

Signature of Notary

Name of Notary (printed)

(Notary Seal)





Escambia County, through its Board of County  
Commissioners

By: \_\_\_\_\_, Chairman

ATTEST: Ernie Lee Magaha  
Clerk of the Circuit Court

\_\_\_\_ day of \_\_\_\_\_, 200\_\_

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

BCC Approved: \_\_\_\_\_

This document approved as to form  
and legal sufficiency.

By Jo Mark  
Title Asst. County Attorney  
Date Jan 8 2016

Exhibit A  
Legal Description of Development

NOTE: ATTACH AN EXHIBIT A LEGAL DESCRIPTION WHICH MATCHES THE FINAL PLAT AND  
INDICATE WHO PREPARED THE EXHIBIT A

Prepared by: KJM LAND PLANNING, LLC  
2828 VENETIAN COURT  
GULF BREEZE, FL 32563

## Exhibit A

### DESCRIPTION:

COMMENCE AT A PLAIN NAIL AND DISK AT THE NORTHEAST CORNER OF SECTION 7, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE GO SOUTH 00 DEGREES 03 MINUTES 39 SECONDS EAST ALONG THE EAST LINE OF SAID SECTION A DISTANCE OF 689.07 FEET; THENCE DEPARTING SAID EAST LINE GO SOUTH 89 DEGREES 33 MINUTES 19 SECONDS WEST A DISTANCE OF 33.00 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF BEULAH ROAD (R/W WIDTH UNDETERMINED), AND THE POINT OF BEGINNING; THENCE GO SOUTH 00 DEGREES 03 MINUTES 39 SECONDS EAST ALONG SAID LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 7; THENCE GO SOUTH 89 DEGREES 26 MINUTES 09 SECONDS WEST ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 7 A DISTANCE OF 1290.78 FEET TO THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 7; THENCE GO NORTH 00 DEGREES 10 MINUTES 19 SECONDS WEST ALONG THE WEST LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 7 A DISTANCE OF 794.27 FEET; THENCE DEPARTING SAID WEST LINE GO NORTH 89 DEGREES 28 MINUTES 55 SECONDS EAST A DISTANCE OF 208.24 FEET; THENCE GO NORTH 00 DEGREES 06 MINUTES 48 SECONDS WEST A DISTANCE OF 67.44 FEET; THENCE GO NORTH 89 DEGREES 33 MINUTES 19 SECONDS EAST A DISTANCE OF 847.63 FEET; THENCE GO SOUTH 00 DEGREES 26 MINUTES 41 SECONDS EAST A DISTANCE OF 224.29 FEET; THENCE GO NORTH 89 DEGREES 33 MINUTES 19 SECONDS EAST A DISTANCE OF 235.00 FEET TO THE POINT OF BEGINNING; THE ABOVE DESCRIBED PARCEL OF LAND LYING AND BEING IN SECTION 7, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA AND CONTAINS 23.98 ACRES, MORE OR LESS.









## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

**AI-9472**

**County Administrator's Report 13. 1.**

**BCC Regular Meeting**

**Technical/Public Service Consent**

**Meeting Date:** 01/21/2016

**Issue:** Site Access Agreement for County Owned Property located at 4901 Camp Road

**From:** Tonya Gant, Director

**Organization:** Neighborhood & Human Svcs

**CAO Approval:**

---

### **RECOMMENDATION:**

Recommendation Concerning the Site Access Agreement to Conduct an Environmental Assessment on County-Owned Property located at 4901 Camp Road - Tonya Gant, Neighborhood & Human Services Department Director

That the Board take the following action concerning the Site Access Agreement to conduct an Environmental Assessment on County-owned property located at 4901 Camp Road, Century, Florida, 32535:

A. Approve the Site Access Agreement to allow the State of Florida, Department of Environmental Protection to conduct an Environmental Assessment on County-owned property located at 4901 Camp Road, Century, Florida; and

B. Authorize the Chairman to sign all documents related to the project.

[There will be no budgetary impact]

### **BACKGROUND:**

In 1985, a petroleum discharge was reported at the County's Road Department property located at 4901 Camp Road, McDavid, Florida. The Florida Department of Environmental Protection(State) inspected the petroleum discharge which scored a low six (6) under the State Early Detection Initiative (EDI) Petroleum Cleanup Program. The State is currently conducting cleanups for site projects with scores of 50 and above. The State is reassessing sites with low scores and sites on the cleanup list for over an extended periods of time to determine whether these sites should be cleaned up or removed from the State funded cleanup list. Currently, the aforementioned site is being assessed for re-evaluation purposes.

### **BUDGETARY IMPACT:**

There will be no budgetary impact.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

The Site Access Agreement has been reviewed by County Legal Department and approved as to form and legal sufficiency.

**PERSONNEL:**

No additional personnel is required for this project.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

The Right of Entry involving County property requires Board approval.

**IMPLEMENTATION/COORDINATION:**

Neighborhood and Human Services Department/Community Redevelopment Agency staff will coordinate all functions required for this project.

---

**Attachments**

Site Access Agreement

---

## SITE ACCESS AGREEMENT

1. The Parties. The undersigned real property owner, ESCAMBIA COUNTY, ("Owner"), hereby give(s) permission to the State of Florida, Department of Environmental Protection ("Department") and its Agency Term Contractor, subcontractors, and vendors ("Contractor"), to enter the Owner's property ("the Property") located at 4901 CAMP RD , CENTURY 32535, *FDEP Facility ID: 8626780.*

2. The Property. Owner owns the certain parcel(s): 185N314401000000 of real property located at 4901 CAMP RD, CENTURY Florida 32535 (the "Property"), depicted on the attached legal description as Exhibit "A"

3. Permissible Activities. This Site Access Agreement ("Agreement") is limited to activities which may be performed by the Department or its Contractors pursuant to Chapter 62-780, Florida Administrative Code (F.A.C.), without cost to the Owner (unless required in a separate agreement) to locate contamination, determine contamination levels and, when necessary, remove and remediate contamination which may be performed by the Department and its Contractor. This access is provided only for the contamination either eligible for a state-funded cleanup or is being investigated pursuant to a consent order with the Department. The following activities are included in this Agreement but are not limited to this list:

- conduct soil, surface, subsurface, and groundwater investigations, including but not limited to entry by a drill rig vehicle and/or support vehicles;
- install and remove groundwater monitoring wells;
- use geophysical equipment;
- use an auger for collecting soil and sediment samples;
- locate existing wells;
- collect waste, soil, and water samples;
- remove, treat and/or dispose of contaminated soils and water;
- remove contaminated soil by digging with backhoes, large diameter augers and similar equipment;
- install, operate, and remove remedial equipment;
- install and remove utility connections;
- trenching for connection of remediation wells to equipment; and
- conduct surveys, prepare site sketches, and take photographs.

4. Duration and Termination of Access. This Agreement is granted, without any fee or charge to the Department or Contractor, for so long as is necessary to assess, remove, monitor and remediate the contamination on the Property. Access shall be allowed for the Department (including its employees and contracted site managers with Teams 5 and 6 or local government, if applicable) immediately upon the execution of this Agreement. However, access for a Contractor can be contingent upon the Owner timely entering into a separate site access agreement with the Contractor (if the Owner wants a separate agreement with the Contractor please check the appropriate box at the end of this document). Such agreement with a Contractor is not binding upon the Department. This Agreement shall continue until the Department's entry of a site rehabilitation completion order pursuant to Rule 62-780.680, Florida Administrative

Code, or low-scored site initiative no further action order pursuant to Section 376.3071(12)(b), Florida Statutes ("Order"). At which time the Owner shall be provided a copy of the Order and this Agreement shall be automatically terminated.

5. Work Performed during Business Hours. The Department and Contractor may enter the Property during normal business hours and may also make arrangements to enter the Property at other times after agreement from the Owner.

6. Activities Comply with Applicable Laws. The Department and Contractor agree that any and all work performed on the Property and in association with this Agreement shall be done in a good, safe, workmanlike manner, and in accordance with applicable federal and state statutes, rules and regulations.

7. Proper Disposal of Contaminated Media. The Department and Contractor shall ensure that soil cuttings, any work materials, and water generated shall be disposed of in accordance with Environmental Laws. All soil cuttings, waste materials and development water generated shall be promptly removed from the Property.

8. Property Restoration. The Department shall pay the reasonable costs of restoring the Property as nearly as practicable to the conditions which existed before activities associated with contamination assessment or remedial action were taken.

9. Owner's Non-Interference. The Owner shall not interfere with the Department or Contractor when performing the Permissible Activities. Owner shall not damage any equipment including wells, piping, and remediation system that may be located on the Property. Owner shall notify the Department 90 days prior to commencement of any construction, demolition or other work on the Property that may damage or destroy any part of the equipment installed under this Agreement. If the Department anticipates that the remediation equipment will not be used for over one calendar year, the Owner can request removal of the remediation equipment if it is interfering with the operation of the business or with planned construction activities.

10. Non-revocable. If Property is the source of the discharge that is eligible for State funded remediation pursuant to Chapter 376, Florida Statutes, access to the Property is required and Owner may not revoke this Agreement with the Department until the appropriate site rehabilitation completion order is issued under Chapter 62-780.680 or a low-scored site initiative order issued pursuant to Section 376.3071(12)(b), Florida Statutes, is final.

11. No Admission. The granting of this Agreement by the Owner is not intended, nor should it be construed, as an admission of liability on the part of the Owner for any contamination discovered on the Property.

12. Owner's Use of Property. The Owner retains the right to use the Property, and the Department and its Contractors will work with the Owner regarding minimizing activities that may interfere with the Owner's management and use of the Property. However, neither the Department nor the Contractor are responsible for any inconvenience, economic injury, or business damage that Owner may suffer due to the performance of any Permissible Activity. This agreement does not modify any legal right the parties may have regarding negligent acts.

13. Owner's Release of Claim. If Owner selected a qualified contractor (not an agency term contractor), the Owner hereby releases the Department from any and all claims against the



Department performed by the Owner's selected contractor arising from or by virtue of, the Permissible Activities.

14. Injury to Department. The Owner shall not be liable for any injury, damage or loss on the Property suffered by the Department, Department employees or Contractors not caused by the negligence or intentional acts of the Owner's agents or employees.

15. Indemnification. The Department does not indemnify the Owner, see paragraph 16. The Contractor has indemnified the Department. However, if the Owner chooses to enter into a separate access agreement with the Contractor, the Contractor is not prohibited from indemnifying Owner as long as such indemnification does not conflict with the Contractor's indemnification of the Department. Where no conflicts exist, any subsequent indemnification by the Contractor to any party associated with the Permissible Activities is subservient and subordinate to the Contractor's indemnification of the Department.

16. Sovereign Immunity. The Department acknowledges and accepts its responsibility under applicable law (Section 768.28, Florida Statutes) for damages caused by the acts of its employees while on the Property.

17. Public Records. All documents created or received associated with the Permissible activities are a public record pursuant to Chapter 119, Florida Statutes. The Owner may retrieve any documents or other information related to the Permissible Activities online using the facility number reference above. <http://depdms.dep.state.fl.us/Oculus/servlet/login?action=login>

18. Entire Agreement. This Agreement shall constitute the entire agreement between the Department and the Owner regarding this grant of access to the Department as stated herein. No modification, amendment or waiver of the terms and conditions of this Agreement shall be binding upon Department unless approved in writing by an authorized representative of Owner and Department.

19. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any action or proceeding arising from or relating to this Agreement shall be in the appropriate Florida court having jurisdiction located in Leon County, Florida.

20. Severability. Any provision of this Agreement that is prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof.

21. No Third Party Beneficiaries. This Agreement is solely for the benefit of the parties hereto and their respective successors and assigns and shall not be deemed to confer upon third parties any remedy, claim, liability, or reimbursement, claim of action or other right.

A. Are additional requirements attached to this agreement? Note: Additional requirements must be on a separate page titled Exhibit B and include the facility ID#, owner signature and date on the page.

☐ YES

☒ NO

B. Do you wish to participate or provide input with respect to rehabilitation of this facility?

☒ YES

☐ NO

C. Do you wish to exercise the option to reject one Agency Term Contractor prior to assignment of work?

☐ YES

☒ NO

D. Do you want the Contractor to contact you to obtain a separate site access agreement?

Note: Additional site access agreements must be completed between the owner and ATC within ninety (90) calendar days.

☐ YES

☒ NO

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

\_\_\_\_\_  
Grover C. Robinson, IV, Chairman

ATTEST: Pam Childers  
Clerk of the Circuit Court

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

BCC Approved: \_\_\_\_\_

Escambia County, Florida  
c/o County Administrator  
221 Palafox Place  
Pensacola, FL 32502  
(850) 595-4900

This document approved as to form  
and legal sufficiency.

By J. B. Hest  
Title Atty. County Attorney  
Date Dec. 14, 2015

Accepted by the State of Florida Department of Environmental Protection:

\_\_\_\_\_  
Diane D. Pickett, P.G.  
Program Administrator  
Petroleum Restoration Program

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

Attachments: Exhibit A- Legal description of the Property.

FDEP Coordinates (Degrees Minutes Seconds) for Facility 8626780:

Attachment A

Short Legal Description: SE 1/4 OF SE 1/4 DB 171 P 149

FDEP Coordinates(Degrees Minutes Seconds) for Facility 17/ 8626780:

Latitude 30° 56' 40.7760 "  
Longitude 87° 22' 12.7025"



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

**AI-9478**

**County Administrator's Report 13. 2.**

**BCC Regular Meeting**

**Technical/Public Service Consent**

**Meeting Date:** 01/21/2016

**Issue:** Site Access Agreement for County Owned Property located at 12950 Gulf Beach Highway

**From:** Tonya Gant, Director

**Organization:** Neighborhood & Human Svcs

**CAO Approval:**

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### **RECOMMENDATION:**

Recommendation Concerning the Site Access Agreement to Conduct an Environmental Assessment on County-Owned Property Located at 12950 Gulf Beach Highway - Tonya Gant, Neighborhood & Human Services Department Director

That the Board take the following action concerning the Site Access Agreement to conduct an Environmental Assessment on County-owned property located at 12950 Gulf Beach Highway, Pensacola, Florida, 32507:

A. Approve the Site Access Agreement to allow the State of Florida, Department of Environmental Protection to conduct an Environmental Assessment on County-owned property located at 12950 Gulf Beach Highway, Pensacola, Florida; and

B. Authorize the Chairman to sign all documents related to the project.

[There will be no budgetary impact]

### **BACKGROUND:**

During 1984 and 1995, there were three underground petroleum storage tanks removed from this property. The Florida Department of Environmental Protection(State) inspected the petroleum discharge which scored a low six (6) under the State Early Detection Initiative (EDI) Petroleum Cleanup Program. The State is currently conducting cleanups for projects with scores of 50 and above. The State is reassessing sites with low scores and those on the cleanup list for over an extended periods of time to determine whether these sites should be cleaned up or be removed from the State funded cleanup list. Currently, the aforementioned site is being assessed for re-evaluation purposes.

### **BUDGETARY IMPACT:**

There will be no budgetary impacts.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

The Site Access Agreement has been reviewed by the County Legal Department and approved to form and legal sufficiency.

**PERSONNEL:**

No additional personnel is required for this project.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

All Site Access Agreements involving County owned property require Board approval.

**IMPLEMENTATION/COORDINATION:**

Neighborhood & Human Services Department/Community Redevelopment Agency staff will coordinate all functions required for this project.

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**Attachments**

Site Access Agreement

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## **SITE ACCESS AGREEMENT**

1. **The Parties.** The undersigned real property owner, ESCAMBIA COUNTY, ("Owner"), hereby give(s) permission to the State of Florida, Department of Environmental Protection ("Department") and its Agency Term Contractor, subcontractors, and vendors ("Contractor"), to enter the Owner's property ("the Property") located at 12950 GULF BEACH HWY , PENSACOLA 32507, *FDEP Facility ID: 8626756*.

2. **The Property.** Owner owns the certain parcel(s): 123S325000000000 of real property located at 12950 GULF BEACH HWY, PENSACOLA Florida 32507 (the "Property"), depicted on the attached legal description as Exhibit "A

3. **Permissible Activities.** This Site Access Agreement ("Agreement") is limited to activities which may be performed by the Department or its Contractors pursuant to Chapter 62-780, Florida Administrative Code (F.A.C.), without cost to the Owner (unless required in a separate agreement) to locate contamination, determine contamination levels and, when necessary, remove and remediate contamination which may be performed by the Department and its Contractor. This access is provided only for the contamination either eligible for a state-funded cleanup or is being investigated pursuant to a consent order with the Department. The following activities are included in this Agreement but are not limited to this list:

- conduct soil, surface, subsurface, and groundwater investigations, including but not limited to entry by a drill rig vehicle and/or support vehicles;
- install and remove groundwater monitoring wells;
- use geophysical equipment;
- use an auger for collecting soil and sediment samples;
- locate existing wells;
- collect waste, soil, and water samples;
- remove, treat and/or dispose of contaminated soils and water;
- remove contaminated soil by digging with backhoes, large diameter augers and similar equipment;
- install, operate, and remove remedial equipment;
- install and remove utility connections;
- trenching for connection of remediation wells to equipment; and
- conduct surveys, prepare site sketches, and take photographs.

4. **Duration and Termination of Access.** This Agreement is granted, without any fee or charge to the Department or Contractor, for so long as is necessary to assess, remove, monitor and remediate the contamination on the Property. Access shall be allowed for the Department (including its employees and contracted site managers with Teams 5 and 6 or local government, if applicable) immediately upon the execution of this Agreement. However, access for a Contractor can be contingent upon the Owner timely entering into a separate site access agreement with the Contractor (if the Owner wants a separate agreement with the Contractor please check the appropriate box at the end of this document). Such agreement with a Contractor is not binding upon the Department. This Agreement shall continue until the Department's entry of a site rehabilitation completion order pursuant to Rule 62-780.680, Florida Administrative

Code, or low-scored site initiative no further action order pursuant to Section 376.3071(12)(b), Florida Statutes ("Order"). At which time the Owner shall be provided a copy of the Order and this Agreement shall be automatically terminated.

5. Work Performed during Business Hours. The Department and Contractor may enter the Property during normal business hours and may also make arrangements to enter the Property at other times after agreement from the Owner.

6. Activities Comply with Applicable Laws. The Department and Contractor agree that any and all work performed on the Property and in association with this Agreement shall be done in a good, safe, workmanlike manner, and in accordance with applicable federal and state statutes, rules and regulations.

7. Proper Disposal of Contaminated Media. The Department and Contractor shall ensure that soil cuttings, any work materials, and water generated shall be disposed of in accordance with Environmental Laws. All soil cuttings, waste materials and development water generated shall be promptly removed from the Property.

8. Property Restoration. The Department shall pay the reasonable costs of restoring the Property as nearly as practicable to the conditions which existed before activities associated with contamination assessment or remedial action were taken.

9. Owner's Non-Interference. The Owner shall not interfere with the Department or Contractor when performing the Permissible Activities. Owner shall not damage any equipment including wells, piping, and remediation system that may be located on the Property. Owner shall notify the Department 90 days prior to commencement of any construction, demolition or other work on the Property that may damage or destroy any part of the equipment installed under this Agreement. If the Department anticipates that the remediation equipment will not be used for over one calendar year, the Owner can request removal of the remediation equipment if it is interfering with the operation of the business or with planned construction activities.

10. Non-revocable. If Property is the source of the discharge that is eligible for State funded remediation pursuant to Chapter 376, Florida Statutes, access to the Property is required and Owner may not revoke this Agreement with the Department until the appropriate site rehabilitation completion order is issued under Chapter 62-780.680 or a low-scored site initiative order issued pursuant to Section 376.3071(12)(b), Florida Statutes, is final.

11. No Admission. The granting of this Agreement by the Owner is not intended, nor should it be construed, as an admission of liability on the part of the Owner for any contamination discovered on the Property.

12. Owner's Use of Property. The Owner retains the right to use the Property, and the Department and its Contractors will work with the Owner regarding minimizing activities that may interfere with the Owner's management and use of the Property. However, neither the Department nor the Contractor are responsible for any inconvenience, economic injury, or business damage that Owner may suffer due to the performance of any Permissible Activity. This agreement does not modify any legal right the parties may have regarding negligent acts.

13. Owner's Release of Claim. If Owner selected a qualified contractor (not an agency term contractor), the Owner hereby releases the Department from any and all claims against the



Department performed by the Owner's selected contractor arising from or by virtue of, the Permissible Activities.

14. Injury to Department. The Owner shall not be liable for any injury, damage or loss on the Property suffered by the Department, Department employees or Contractors not caused by the negligence or intentional acts of the Owner's agents or employees.

15. Indemnification. The Department does not indemnify the Owner, see paragraph 16. The Contractor has indemnified the Department. However, if the Owner chooses to enter into a separate access agreement with the Contractor, the Contractor is not prohibited from indemnifying Owner as long as such indemnification does not conflict with the Contractor's indemnification of the Department. Where no conflicts exist, any subsequent indemnification by the Contractor to any party associated with the Permissible Activities is subservient and subordinate to the Contractor's indemnification of the Department.

16. Sovereign Immunity. The Department acknowledges and accepts its responsibility under applicable law (Section 768.28, Florida Statutes) for damages caused by the acts of its employees while on the Property.

17. Public Records. All documents created or received associated with the Permissible activities are a public record pursuant to Chapter 119, Florida Statutes. The Owner may retrieve any documents or other information related to the Permissible Activities online using the facility number reference above. <http://depedms.dep.state.fl.us/Oculus/servlet/login?action=login>

18. Entire Agreement. This Agreement shall constitute the entire agreement between the Department and the Owner regarding this grant of access to the Department as stated herein. No modification, amendment or waiver of the terms and conditions of this Agreement shall be binding upon Department unless approved in writing by an authorized representative of Owner and Department.

19. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any action or proceeding arising from or relating to this Agreement shall be in the appropriate Florida court having jurisdiction located in Leon County, Florida.

20. Severability. Any provision of this Agreement that is prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof.

21. No Third Party Beneficiaries. This Agreement is solely for the benefit of the parties hereto and their respective successors and assigns and shall not be deemed to confer upon third parties any remedy, claim, liability, or reimbursement, claim of action or other right.

A. Are additional requirements attached to this agreement? Note: Additional requirements must be on a separate page titled Exhibit B and include the facility ID#, owner signature and date on the page.

☐ YES

☒ NO

B. Do you wish to participate or provide input with respect to rehabilitation of this facility?

☒ YES

☐ NO

C. Do you wish to exercise the option to reject one Agency Term Contractor prior to assignment of work?

☐ YES

☒ NO

D. Do you want the Contractor to contact you to obtain a separate site access agreement?

Note: Additional site access agreements must be completed between the owner and ATC within ninety (90) calendar days.

☐ YES

☒ NO

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

\_\_\_\_\_  
Grover C. Robinson, IV, Chairman

ATTEST: Pam Childers  
Clerk of the Circuit Court

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

BCC Approved: \_\_\_\_\_

Escambia County, Florida  
c/o County Administrator  
221 Palafox Place  
Pensacola, FL 32502  
(850) 595-4900

This document approved as to form  
and legal sufficiency.

By

Title

Date

Stoklos  
Asst. County Attorney  
Dec. 14, 2015

Accepted by the State of Florida Department of Environmental Protection:

\_\_\_\_\_  
Diane D. Pickett, P.G.  
Program Administrator  
Petroleum Restoration Program

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

Attachments: Exhibit A- Legal description of the Property.

FDEP Coordinates (Degrees Minutes Seconds) for Facility 8626756:

Attachment A

Short Legal Description: 20A FRONTING ON GULF BEACH H/W R/W BETWEEN E LI OF LT 5 AND PT OF INTER OF CURVE AT STATION 571 PLUS 79 3/10 FT EXTENDING NORTHWARD TO INCLUDE 20A DB 95 P 438 LESS OR 376 P 864-GULF POWER CO LESS THAT PORT OF GOVT LT 5 LYING E OF SORRENTO RD (ST RD 292, 100 FT R/W) AND N OF BAYOU GARCON CREEK OR 5716 P 550

FDEP Coordinates(Degrees Minutes Seconds) for Facility 17/ 8626756:

Latitude 30° 19' 12.7380 "  
Longitude 87° 25' .1560"



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

**AI-9576**

**County Administrator's Report 13. 3.**

**BCC Regular Meeting**

**Technical/Public Service Consent**

**Meeting Date:** 01/21/2016

**Issue:** Community Redevelopment Agency Meeting Minutes, November 17, 2015

**From:** Tonya Gant, Director

**Organization:** Neighborhood & Human Svcs

**CAO Approval:**

---

#### **RECOMMENDATION:**

Recommendation Concerning Community Redevelopment Agency Meeting Minutes, November 17, 2015 - Tonya Gant, Neighborhood & Human Services Department Director

That the Board accept for filing with the Board's Minutes, the November 17, 2015, Community Redevelopment Agency's (CRA) Meeting Minutes, prepared by Melanie Johnson, CRA Administrative Assistant.

#### **BACKGROUND:**

On January 21, 2016, a CRA meeting was convened to consider approval of multiple agenda items. A copy of the meeting minutes is attached.

#### **BUDGETARY IMPACT:**

No budgetary impact is anticipated.

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

Legal consideration is not necessary for this recommendation.

#### **PERSONNEL:**

NHS/CRA staff compile the minutes for all CRA Board Meetings. No additional personnel is necessary.

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

It is policy that all Board Minutes be approved by the CRA Board.

#### **IMPLEMENTATION/COORDINATION:**

There are no implementation or coordination tasks associated with this recommendation.

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## Attachments

CRABoardMinutes-November2015

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**MINUTES**  
**COMMUNITY REDEVELOPMENT AGENCY**  
**November 17, 2015**  
**8:45 a.m.**

---

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

Present: Lumon May, Commissioner, District 3  
Wilson Robertson, Commissioner, District 1-Vice Chair  
Doug Underhill, Commissioner, District 2  
Grover Robinson, IV, Commissioner, District 4- Chairman  
Steven Barry, Commissioner, District 5

Staff Present: Jack R. Brown, County Administrator  
Tonya Gant, Department Director  
Alison Rogers, County Attorney  
Clara Long, Division Manager  
Melanie Johnson, Administrative Assistant

Call to Order. 8:44 a.m.

**(PLEASE TURN YOUR CELL PHONE TO THE VIBRATE, SILENCE, OR OFF SETTING)**

Proof of publication

Escambia County Community Redevelopment Agency (CRA) Meeting was properly advertised in the Pensacola News Journal.

Motion made by Commissioner, District 5 Steven Barry, Seconded by Commissioner, District 4- Chairman Grover Robinson, IV

**Vote:** 5 - 0 - Unanimously

**I. Public Forum**

**II. Technical/Public Service**

- 1 Recommendation Concerning Community Redevelopment Agency Meeting Minutes, October 22, 2015 - Tonya Gant, Neighborhood & Human Services Department Director

That the Board accept for filing with the Board's Minutes, the October 22, 2015, Community Redevelopment Agency's (CRA) Meeting Minutes, prepared by Melanie Johnson, CRA Administrative Assistant.

Motion made by Commissioner, District 5 Steven Barry, Seconded by Commissioner, District 4-  
Chairman Grover Robinson, IV

**Vote:** 5 - 0 - Unanimously

### **III. Budget/Finance**

#### **1 Recommendation Concerning Residential Rehab Grant Program Funding and Lien Agreements – Tonya Gant, Neighborhood & Human Services Department Director**

That the Board take the following action concerning the Residential Rehab Grant Program Funding and Lien Agreements:

A. Approve the following seven Residential Rehab Grant Program Funding and Lien Agreements:

1. The Agreements between Escambia County CRA and Kimberly R. Cleveland Green, owner of residential property located at 266 North Cary's Lane, Barrancas Redevelopment District, each in the amount of \$3,324 representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 370116, Object Code 58301, to install new windows;
2. The Agreements between Escambia County CRA and Joseph & Donna J. Baudendistel, owners of residential property located at 1315 Wisteria Avenue, Barrancas Redevelopment District, each in the amount of \$5,835 representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370116, Object Code 58301, to install new central heating & air conditioning system;
3. The Agreements between Escambia County CRA and Joseph M. Baudendistel, owner of residential property located at 516 Syrcle Drive, Warrington Redevelopment District, each in the amount of \$5,605 representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, Object Code 58301, for electrical rewiring;
4. The Agreements between Escambia County CRA and Daniel W. and Debra Hamby, owners of residential property located at 319 East Winthrop Avenue, Warrington Redevelopment District, each in the amount of \$3,550 representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, Object Code 58301, to replace roof;
5. The Agreements between Escambia County CRA and Shirley J. Hudgins, owner of residential property located at 35 Patton Drive, Warrington Redevelopment District, each in the amount of \$5,253 representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, Object Code 58301, to install new windows and electrical rewiring;
6. The Agreements between Escambia County CRA and Kevin M. and Patricia J. McCoy, owners of residential property located at 408 Labree Road, Warrington Redevelopment District, each in the amount of \$ 3,955 representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, Object Code 58301, to replace roof;
7. The Agreements between Escambia County CRA and F.E. Miller. and Betty M. Smith, owners of residential property located at 312 Sunset Avenue, Warrington Redevelopment District, each in the amount of \$2,050 representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, Object Code 58301, for sanitary sewer connection;

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

Motion made by Commissioner, District 5 Steven Barry, Seconded by Commissioner, District 4-  
Chairman Grover Robinson, IV



**Vote:** 5 - 0 - Unanimously

2 Recommendation Concerning the Cancellation of one Residential Rehab Grant Program Lien - Tonya Gant, Neighborhood & Human Services Department Director

That the Board take the following action concerning the cancellation of the Residential Rehab Grant Program:

A. Approve the following cancellation of One Residential Rehab Grant Program Lien, as the Grant recipient has met his Grant requirements:

Property Owner	Address	Amount
Michael S. Kelly	312 Payne Road	\$3,727

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

Motion made by Commissioner, District 5 Steven Barry, Seconded by Commissioner, District 4-Chairman Grover Robinson, IV

**Vote:** 5 - 0 - Unanimously

**IV. Discussion/Information Items**

Adjournment. 8:56 p.m.



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

**AI-9562**

**County Administrator's Report 13. 4.**

**BCC Regular Meeting**

**Technical/Public Service Consent**

**Meeting Date:** 01/21/2016

**Issue:** Schedule a Public Hearing - Escambia County Electronic Tolling Ordinance

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

**Organization:** Public Works

**CAO Approval:**

---

### **RECOMMENDATION:**

Recommendation Concerning the Scheduling of a Public Hearing Regarding an Ordinance Relating to Toll Enforcement for the Bob Sikes Bridge Toll Plaza - Joy D. Blackmon, P.E., Public Works Department Director

That the Board authorize the scheduling of a Public Hearing for February 2, 2016, at 9:01 a.m., for the purpose of receiving comments concerning an Ordinance relating to toll enforcement for the Bob Sikes Bridge Toll Plaza.

### **BACKGROUND:**

Escambia County, working with TransCore, is currently in the process of implementing electronic tolling (ET) at the Bob Sikes Bridge Toll Plaza via SunPass® in cooperation with the Florida Department of Transportation (FDOT). The County will utilize SunPass® technology in order to implement ET at the Plaza that is interoperable with the FDOT's SunPass® technologies and systems.

Pursuant to §316.1001, Florida Statutes, county staff requests the Board of County Commissioners to authorize FDOT to engage in toll enforcement at the Plaza and to issue uniform traffic citations for toll violations on behalf of Escambia County.

### **BUDGETARY IMPACT:**

N/A

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

N/A

### **PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

**IMPLEMENTATION/COORDINATION:**

N/A

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**Attachments**

Ordinance

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**ORDINANCE 2016-\_\_\_\_\_**

**AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA CREATING VOLUME I, CHAPTER 86, ARTICLE VII, DIVISION 3, SECTION 86-245 OF THE ESCAMBIA COUNTY CODE OF ORDINANCES RELATING TO TOLL ENFORCEMENT FOR THE BOB SIKES BRIDGE TOLL PLAZA; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the County desires to implement electronic tolling (ET) at the Bob Sikes Bridge Toll Plaza; and

**WHEREAS**, in cooperation with the Florida Department of Transportation (FDOT), the County shall utilize Sunpass® technology in order to implement ET at the Plaza that is interoperable with the FDOT's Sunpass® technologies and systems; and

**WHEREAS**, pursuant to §316.1001, Florida Statutes, the County is authorized to designate toll enforcement officers to enforce the payment of tolls and issue uniform traffic citations for toll violations at County owned toll facilities; and

**WHEREAS**, the Board of County Commissioners finds that authorizing the FDOT to engage in toll enforcement at the Plaza and issue uniform traffic citations for toll violations on behalf of the County serves a compelling public purpose for the benefit of the citizens of Escambia County.

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

**Section 1.**     **Recitals.** The foregoing recitals are true and correct and incorporated herein by reference.

**Section 2.**     **Creation.** Volume I, Chapter 86, Article VII, Section 86-245 of the Code of Ordinances of Escambia County, Florida is hereby created to read as follows:

**Sec. 86-245. –Toll Enforcement for the Bob Sikes Bridge Toll Plaza**

- (a)** Pursuant to §316.1001(2)(a), Florida Statutes, Escambia County hereby designates the toll enforcement officers of Florida's Turnpike Enterprise, a division of the Florida Department of Transportation, as toll enforcement officers authorized to enforce the payment of tolls and issue uniform traffic citations for toll violations incurred on the Bob Sikes Bridge Toll Plaza.
- (b)** This provision is intended to supplement the enforcement provided by law enforcement officers pursuant to §316.1001, Florida Statutes. Nothing herein shall be construed to prohibit or impede a law enforcement officer from issuing a citation for toll violations in accordance with usual traffic enforcement procedures.

**Section 3.**     **Severability.**

If any section, subsection, paragraph, sentence, clause, phrase, or portion of this Ordinance is for any reason found void, invalid, unlawful, or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, independent, and

severable provision such holding shall not affect the validity of the remaining portions of this Ordinance.

**Section 4. Inclusion in the Code.**

It is the intent of the Board that the provisions of this Ordinance shall become and be made part of the Official Records of Escambia County and a codification of such ordinances shall be kept by the Clerk of the Circuit Court.

**Section 5. Effective Date.**

This Ordinance shall become effective upon filing with the Department of State.

DONE AND ENACTED this \_\_\_\_\_ day of \_\_\_\_\_ 2016.

BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

By: \_\_\_\_\_  
Grover C. Robinson, IV, Chairman

ATTEST: PAM CHILDERS  
Clerk of the Court

By: \_\_\_\_\_  
Deputy Clerk  
(SEAL)

ENACTED:  
FILED WITH THE DEPARTMENT OF STATE:  
EFFECTIVE DATE:

Approved as to form and legal  
sufficiency.

By/Title: K. J. Walcott  
Date: 11/3/16



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

**AI-9583**

**County Administrator's Report 13. 5.**

**BCC Regular Meeting**

**Technical/Public Service Consent**

**Meeting Date:** 01/21/2016

**Issue:** Temporary Road Closure/Detours - Nine Mile Road

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

**Organization:** Public Works

**CAO Approval:**

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### **RECOMMENDATION:**

Recommendation Concerning a Resolution Authorizing the Florida Department of Transportation to Detour Traffic From a State Road to a County Road Pursuant to Completion of the State Road 95 Widening Project - Joy D. Blackmon, P.E., Public Works Department Director

That the Board adopt and authorize the Chairman to sign the Resolution Authorizing the Florida Department of Transportation (FDOT) to Detour Traffic from a State Road to a County Road Pursuant to Completion of the SR 95 Widening Project, in order to utilize County roadways due a to temporary road closure on Nine Mile Road to allow for the widening of the bridge, which is part of the State Road (SR) 95 (Highway 29) widening project from SR 8 (Interstate 10) to 0.5 miles north of SR 10 (US 90A/Nine Mile Road) in conjunction with FPID Number 218603-1-52-01.

### **BACKGROUND:**

The Florida Department of Transportation (FDOT) proposes to undertake and complete a multi-lane reconstruction project (FPID Number 218603-1-52-01) on State Road (SR) 95 (Highway 29) from I-10 to Nine and One-Half Mile Road. This project is expected to begin Summer 2016. It is necessary that Nine Mile Road, owned and maintained by FDOT, be intermittently closed **during night time hours** for the bridge construction, specifically for beam placement.

FDOT is requesting a Resolution authorizing them to detour state road traffic to a county road during these intermittent night time road closures.

For eastbound traffic, the detour will be right onto the southbound ramp of SR 95 to the traffic signal at Hood Drive, where the detour will go left onto Hood Drive to North Palafox Street. The detour will then direct traffic left onto North Palafox Street to the traffic signal at Nine Mile Road.

For westbound traffic, the detour will be right onto the northbound ramp of SR 95 to the signal at Nine and One-Half Mile Road, where the detour will go left onto Nine and

One-Half Mile Road to Cove Avenue. The detour will then direct traffic left onto Cove Avenue to return to Nine Mile Road.

**BUDGETARY IMPACT:**

N/A

**LEGAL CONSIDERATIONS/SIGN-OFF:**

Kristin Hual, Assistant County Attorney, has reviewed and signed off on the Resolution.

**PERSONNEL:**

No additional personnel required.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

**IMPLEMENTATION/COORDINATION:**

Staff will continue to coordinate with FDOT. The Clerk's office will need to certify two original copies of the Resolution, one of which shall be forwarded to FDOT, 1074 Highway 90, Chipley, FL 32428.

---

**Attachments**

Resolution

Detour Map

Nine Mile Rd Closure Form

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**RESOLUTION NUMBER R2016-\_\_\_\_\_**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, AUTHORIZING THE FLORIDA DEPARTMENT OF TRANSPORTATION TO DETOUR TRAFFIC FROM A STATE ROAD TO A COUNTY ROAD PURSUANT TO COMPLETION OF THE SR 95 WIDENING PROJECT; PROVIDING FOR TRANSMITTAL; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Florida Department of Transportation ("DEPARTMENT") proposes to undertake and complete one multi-lane reconstruction project in Fiscal Year 2016 in Escambia County, Florida; and

**WHEREAS**, this multi-lane project includes: **FPID Number 218603-1-52-01** SR 95 (Highway 29) from I-10 to Nine and One Half Mile Road (the "PROJECT"); and

**WHEREAS**, Escambia County supports the DEPARTMENT'S efforts in these regards; and

**WHEREAS**, it is necessary that Nine Mile Road (SR 10), owned and maintained by the DEPARTMENT, will require intermittent nighttime lane closures with detours to county roadways; and

**WHEREAS**, said lane closures are required for bridge construction, specifically beam placement; and

**WHEREAS**, said lane closures will be performed in accordance with the construction plans dated May 29, 2015, including any revisions thereof as exist on file with the DEPARTMENT (the "PLANS") for this PROJECT, which are herein incorporated by reference.

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

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

**SECTION 2.** That the Escambia County Board of County Commissioners authorizes the DEPARTMENT to detour traffic to county roadways during the temporary, intermittent, nighttime closure of Nine Mile Road (SR 10) in accordance with the PLANS.



**SECTION 3.** That the Board of County Commissioners does hereby agree that Escambia County will continue to maintain County owned detour roads during construction of the PROJECT.

**SECTION 4.** That the Clerk shall forward a certified copy of this Resolution to the Florida Department of Transportation, 1074 Highway 90, Chipley, Florida 32428.

**SECTION 5.** That this Resolution shall take effect immediately upon adoption by the Board of County Commissioners.

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_ 2016.

BOARD OF COUNTY  
COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

By: \_\_\_\_\_  
Grover C. Robinson, IV, Chairman

ATTEST: Pam Childers  
Clerk of the Circuit Court

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

(SEAL)

Approved as to form and legal  
sufficiency.

By/Title: \_\_\_\_\_  
Date: 1/4/16

**SR 95 WIDENING FROM SR 8 (I-10) TO 0.5  
MILES N OF SR 10 (US 90A/NINE MILE ROAD)**

**DETOUR ROUTE**

**VICINITY MAP**

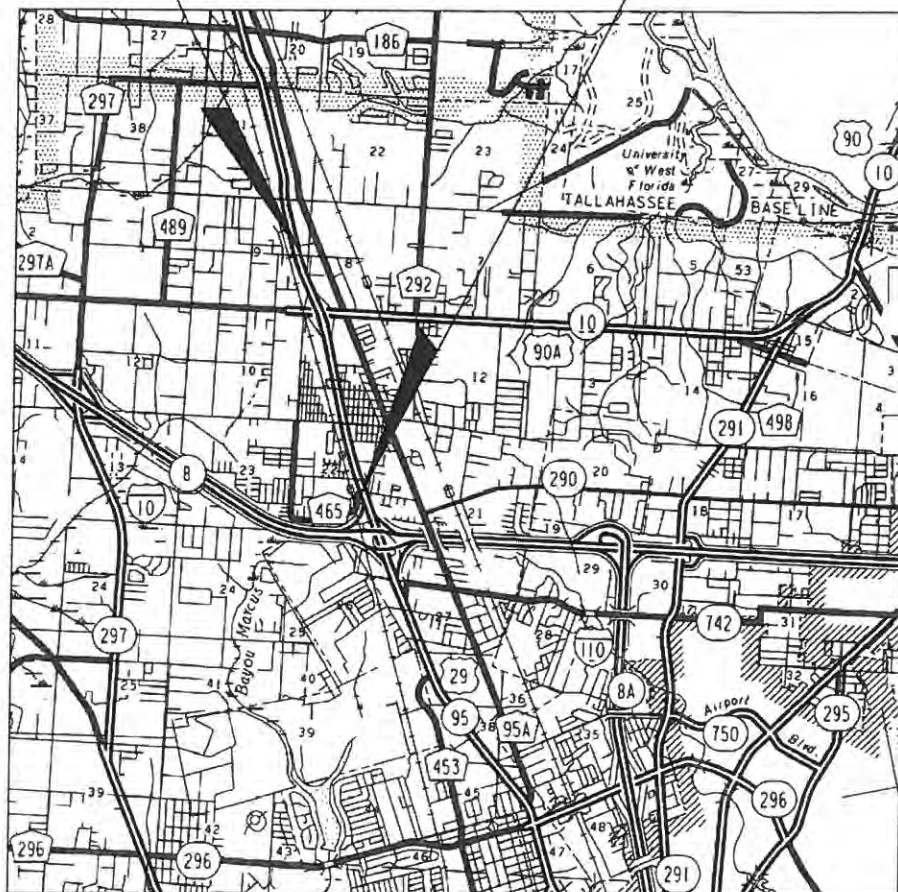
FINANCIAL PROJECT I.D. 218603-1-52-01

FEDERAL PROJECT NO. N/A

ESCAMBIA COUNTY

END PROJECT  
MP 9.257

BEGIN PROJECT  
MP 6.673



LOCATION MAP

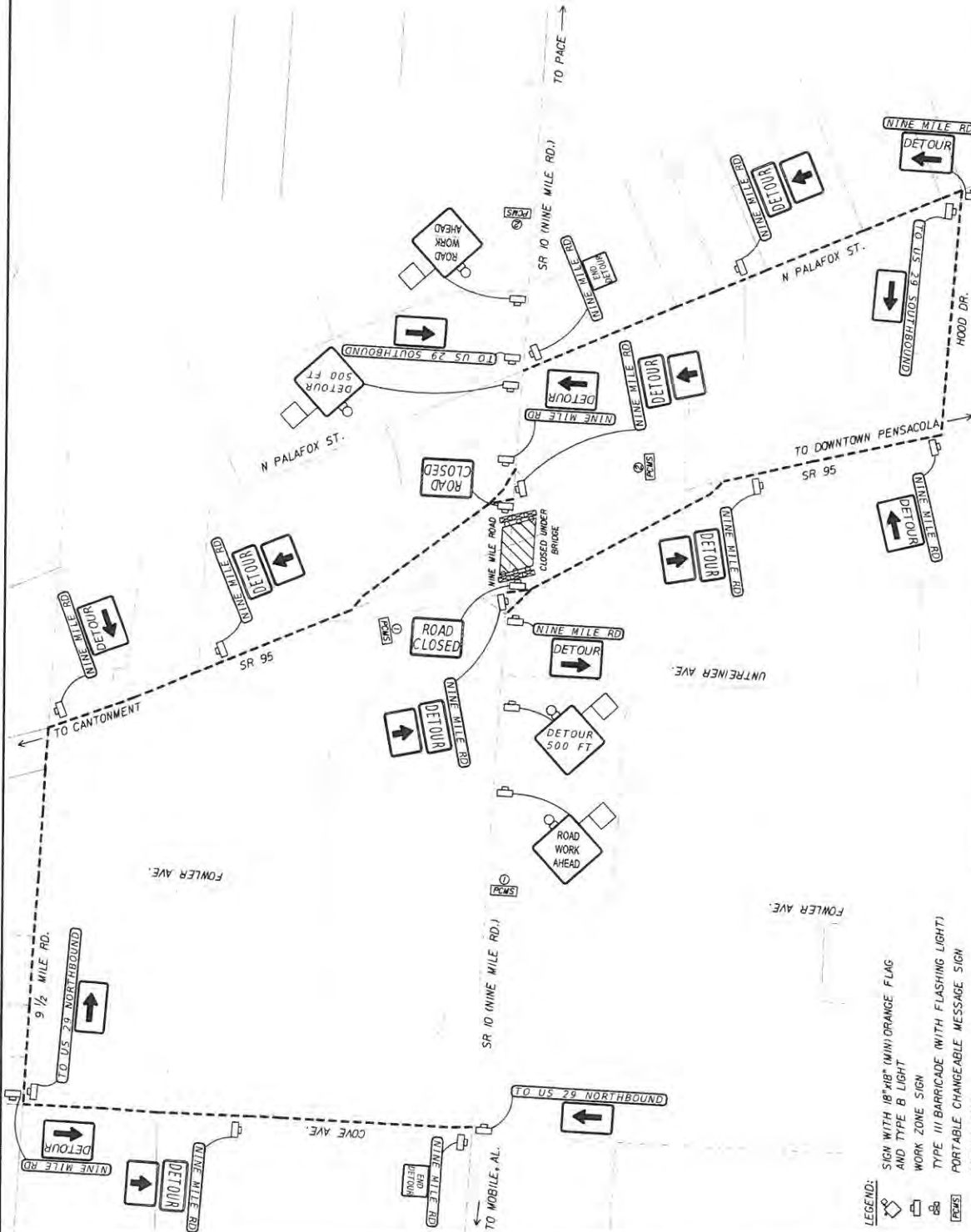
1. TYPE III BARRICADES ARE TO BE USED TO COMPLETELY BLOCK ALL LANES OF SR 10 (NINE MILE R.O.)
2. FOR VARIABLE MESSAGE SIGN DISPLAYS SEE TABLE BELOW.
3. TO ALLOW FOR ANY NECESSARY TRAFFIC SIGNAL ADJUSTMENTS ALONG THE DETOUR ROUTE, THE CONTRACTOR SHALL NOTIFY THE ESCAMBA COUNTY TRAFFIC ENGINEERING DEPARTMENT SEVEN DAYS PRIOR TO IMPLEMENTING THE DETOUR.

PCMS ② MESSAGE DETAIL  
WHEN THE DETOUR IS BEING USED:






NIGHTLY WB LANE CLOSURES	DETOUR AHEAD
--------------------------------	-----------------

\* CONTRACTOR MAY ALTER DISPLAYS WITH THE APPROVAL OF THE ENGINEER.

## TEMPORARY TRAFFIC CONTROL PLANS

[illegible]

LEGEND:

	SIGN WITH 18"x18" (MINI) ORANGE FLAG AND TYPE B LIGHT
	WORK ZONE SIGN
	TYPE III BARRICADE (WITH FLASHING LIGHT)
	PORTABLE CHANGEABLE MESSAGE SIGN
	DETOUR ROUTE

# NINE MILE ROAD ROAD CLOSURE INFORMATION

**FPID #:**

218603-1-52-01

**Local Description:**

SR 95 from SR 8 (I-10) to 0.5 miles north  
of SR 10 (US 90A/Nine Mile Road)

**Type of Work:**

Widen Roadway from four lane divided rural arterial  
to a six lane suburban arterial.

**Design Project Mgr.:**

Sandra Lamb, PE

**Letting Date:**

5/25/2016

**Justification for Closure:**

Reduce construction time and minimize R/W  
purchase and/or construction easement.

**Length of Detour:**

2.0 Miles

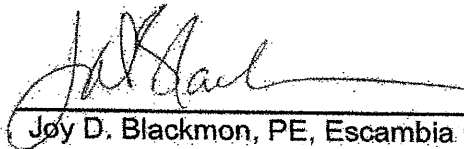
**Length of Closure  
(Time):**

Intermittent night time lane closures for bridge  
construction, specifically beam placement.

**Coordination and  
Advertisement:**

Public Information Meeting Held September, 9th 2014.  
Prior to this meeting, three additional meetings were  
conducted.

**Local Concurrence:**

  
Joy D. Blackmon, PE, Escambia County Engineer

**Approved by:**

James T. Barfield, PE, District Three Secretary

**Note:** After approval, return to above mentioned Design Project Manager.

**Attached:** Location map (including detour route)



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

**AI-9608**

**County Administrator's Report 13. 6.**

**BCC Regular Meeting**

**Technical/Public Service Consent**

**Meeting Date:** 01/21/2016

**Issue:** Scheduling of Appeal Hearing of a Decision by the Contractor Competency Board on December 2, 2015

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

**Organization:** Building Services

**CAO Approval:**

---

### **RECOMMENDATION:**

Recommendation Concerning the Scheduling of an Appeal Hearing of a Decision by the Contractor Competency Board on December 2, 2015 - Donald R. Mayo, CBO, Building Services Department Director

That the Board approve the scheduling of an Appeal Hearing for February 18, 2016, at 5:31 p.m., to review the Petition for Review of the Contractor Competency Board Decision (made at its December 2, 2015, meeting), as filed by Cynthia Trimble, Petitioner, in the Complaint No.: COM150800025 - Escambia County Contractor Competency Board vs. Timothy Sowell d/b/a Sowell Roofing Company, Inc.

### **BACKGROUND:**

The above referenced case is a contractor complaint filed on August 7, 2015, against Respondent, Timothy Sowell d/b/a Sowell Roofing Company, Inc. Ms. Cynthia Trimble, Complainant/Homeowner, is contesting the December 2, 2015 decision of the Contractor Competency Board wherein it found lack of probable cause that Respondent violated a Code or statute. The Board announced its decision to dismiss the case based upon evidence presented that Respondent obtained a permit; the roof repair project passed final inspection; and no proven Code Violations exists. The Board also noted that the Complainant/Homeowner had obtained a reroof without paying Respondent a deposit and/or paying the balance of \$8,900.00 shown on the Proposal executed by Ms. Trimble on July 8, 2015, and with Respondent furnishing materials.

### **BUDGETARY IMPACT:**

N/A

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

The Recommendation was forwarded for review and approval for legal sufficiency by Meredith D. Crawford, Assistant County Attorney.

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

The Recommendation is in compliance with Sec. 18-59, of the Escambia County Code of Ordinances.

**IMPLEMENTATION/COORDINATION:**

N/A

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**Attachments**

Request for Appeal Trimble vs Sowell 323 Mirabelle Drive

Notice of Appeal Hearing to Respondent

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# Pam Childers

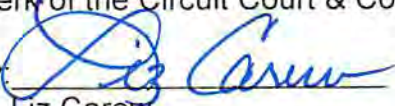
Clerk of the Circuit Court and Comptroller, Escambia County

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

## MEMORANDUM

TO: Jack R. Brown, County Administrator

FROM: Pam Childers  
Clerk of the Circuit Court & Comptroller

By:   
Liz Carew  
Clerk to the Board

DATE: December 21, 2015

RE: Appeal of the Escambia County Contractor Competency Board's Decision in the Case against Timothy Sowell Roofing, Inc.

This is to advise you that on December 21, 2015, the Clerk to the Board's Office received a letter from Cynthia Trimble, appealing the Escambia County Contractor Competency Board's December 2, 2015, decision in the case against Timothy Sowell Roofing.

In accordance with Chapter 18, Article II, Division 2, Section 18-59(a), of the Escambia County Code of Ordinances, within 20 days of the filing of the Petition, the Board of County Commissioners (BCC) shall issue an order providing for a notice and time of Hearing on the claim of the Petitioner before the BCC at its next regular meeting. A copy of the letter is attached.

Should you require additional information, please contact me by phone at (850) 595-3917 or by email at [lcarew@escambiaclerk.com](mailto:lcarew@escambiaclerk.com).

LFC/  
Attachments

pc: Alison Rogers, County Attorney (with attachments)  
Meredith Crawford, Assistant County Attorney (with attachments)  
Sue Garrett, Secretary, Contractor Competency Board (with attachments)

Dec. 21, 2015

BOARD OF COUNTY Commissioners

Please review the decision to dismiss the complaint brought before the county contractor competency Board on Dec. 2, 2015 by CYNTHIA L. TRIMBLE against Timothy Sowell Roofing, INC. I am appealing their decision based on the overwhelming evidence they ignored. My roof did NOT meet FL. Building Code. MR. Sowell put used materials on my roof causing extensive damage throughout my home. I provided the board with reports from two independent inspectors and one of those inspectors testified at that hearing. The inspectors from the County passed the inspection for MR Sowell, but never even looked at my roof. The competency board did not look at the pictures that were provided to them by either one of the independent home inspectors. I feel this process was unfair to me and all homeowners in my community. We are supposed to be protected from predatory contractors.

CYNTHIA TRIMBLE  
323 Mirabelle Dr.  
Pensacola, FL 32514

Sincerely  
Miss Trimble

850 503 4345



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

CYNTHIA TRIMBLE,

Complainant,

v.

CASE NO.: COM150800025

THIMOTHY SOWELL, dba  
SOWELL ROOFING, INC.,  
a Florida corporation,

Contractor.

\_\_\_\_\_ /

**NOTICE OF HEARING**

YOU ARE HEREBY NOTIFIED that beginning at **5:31 p.m. C.S.T., on Thursday, February 18, 2016**, before the Board of County Commissioners of Escambia County, Florida at the Ernie Lee Magaha Government Building, 221 Palafox Place, First Floor, Pensacola, Florida, Escambia County will call for a hearing on the Appeal of the Escambia County Contractor Competency Board's Decision in the Case of Cynthia Trimble vs. Timothy Sowell, dba Sowell Roofing, Inc.

Respectfully submitted,  
Alison Rogers, County Attorney  
221 Palafox Pl, Ste 430, Pensacola, FL 32502  
Phone: (850) 595-4970, Fax: (850) 595-4979

  
\_\_\_\_\_  
By: Meredith D. Crawford, Assistant County  
Attorney  
mdcrawford@co.escambia.fl.us  
Florida Bar Number: 0048086  
Attorney for Escambia County, Florida

### CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished by certified mail to Cynthia Trimble, 323 Mirabelle Drive, Pensacola, FL 32514; Timothy Sowell, dba Sowell Roofing, Inc., 4171 Snapper Avenue, Milton, FL 32583; Glenda S. Garrett, Escambia County Contractor Competency Board, 3363 West Park Place, Room 104, Pensacola, FL 32505; and to Becky White, Senior Office Support, Building Inspections Division, bwhite@co.escambia.fl.us; on this 7<sup>th</sup> day of January, 2016.

Respectfully submitted,  
Alison Rogers, County Attorney  
221 Palafox Pl, Ste 430, Pensacola, FL 32502  
Phone: (850) 595-4970, Fax: (850) 595-4979

A handwritten signature in blue ink, reading "M. Crawford", is written over a horizontal line.

By: Meredith D. Crawford, Assistant County  
Attorney  
mdcrawford@co.escambia.fl.us  
Florida Bar Number: 0048086  
Attorney for Escambia County, Florida

**Pursuant to Fla. R. Jud. Admin. 2.516(b)(1)(A) Escambia County FL's counsel hereby  
designates its primary email address for the purposes of e-mail service as:  
mdcrawford@co.escambia.fl.us**



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

**AI-9620**

**County Administrator's Report 13. 7.**

**BCC Regular Meeting**

**Technical/Public Service Consent**

**Meeting Date:** 01/21/2016

**Issue:** Revision of Community Center License and Management Agreements for County-Owned Facilities

**From:** Michael Rhodes, Dept Director

**Organization:** Parks and Recreation

**CAO Approval:**

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### **RECOMMENDATION:**

Recommendation Concerning Revision of Community Center License and Management Agreements for County-Owned Facilities - Michael Rhodes, Parks and Recreation Department Director

That the Board approve the proposed revisions to the Community Center License and Management Agreements for County-Owned Community Center Facilities between Escambia County and volunteer not-for-profit organizations.

The revised Agreement will apply to any future Contracts between Escambia County and not-for-profit organizations and supersede existing Agreements between the County and the following organizations currently managing Escambia County Community Centers:

	Facility	Organization
1	Barrineau Park Community Center & Historical Society	Barrineau Park Historical Society, Inc.
2	Beulah Senior Citizen Center	Beulah Senior Citizens Center, Inc.
3	Ebonwood Community Center	Ebonwood Homeowner & Neighborhood Watch Community, Inc.
4	Englewood Community Center	Boys & Girls Club of the Emerald Coast, Inc.
5	Felix Miga Senior Citizen Center	West Escambia Senior Citizens Organization, Inc.
6	Lexington Terrace Community Center	Collaboration of Community Organizations, Inc.
7	Marie Ella Davis Community Center	Warrington Community Homeowners Association & Neighborhood Watch, Inc.
8	Marie K. Young/Wedgewood Community Center & Park	Wedgewood Community Center Group, Inc.

9	Mayfair Community Center	Mayfair/Oakcrest Neighborhood Watch Association, Inc.
10	Molino Community Center & Historical Museum	Molino Mid-County Historical Society, Inc.
11	Oak Grove Community Center	Oak Grove Community Center, Inc.
12	Quintette Community Center	Quintette Community Park Association, Inc.
13	Walnut Hill Community Center & Ruritan Club	Walnut Hill Ruritan Club, Inc.

### **BACKGROUND:**

Escambia County has partnered with local, non-profit organizations in the management of Community centers throughout the County. The organizations use and management of the community centers does not constitute any ownership or priority of use of the building. The County's right of use to the community center for public purposes is in no way diminished by partnership with the organization.

As a part of the recent reorganization of County departments, oversight responsibility for the nineteen (19) community centers was divided between the Neighborhood & Human Services Department and the Parks & Recreation Department. Staff has worked with the County Attorney's Office to make positive changes to the existing License and Management Agreement. The proposed changes will allow staff to work more effectively with existing and future non-profit organizations by providing programming opportunities and resources for the citizens of Escambia County.

### **BUDGETARY IMPACT:**

N/A

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

The revised Community Center License and Management Agreement was prepared in conjunction with the County Attorney's Office, and has been approved for form and legal sufficiency.

### **PERSONNEL:**

N/A

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

Board policy requires the approval of the Board for License and Management Agreements for County property, as well as for the authorization of the Chairman's signature on the License and Management Agreements.

### **IMPLEMENTATION/COORDINATION:**

The Parks and Recreation Department and the Neighborhood and Human Services Department will coordinate all efforts between Escambia County and the not-for-profit organizations. Revised Agreements for each not-for-profit entity will be brought before the Board of County Commissioners at a future meeting for approval.

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### **Attachments**

2016 Agreement

Agreement Strikethrough

Current Agreement

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**COMMUNITY CENTER  
LICENSE AND MANAGEMENT AGREEMENT**

THIS LICENSE AND MANAGEMENT AGREEMENT (Agreement) is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2016 by and between **Escambia County**, a political subdivision of the State of Florida, whose address is **221 Palafox Place, Ste. 420** Pensacola, Florida 32502(County), and **the** \_\_\_\_\_, a Florida not-for-profit corporation whose address is \_\_\_\_\_, **Pensacola, FL 325**\_\_ (Organization):

**WITNESSETH:**

**WHEREAS**, the County owns the property known as **the** \_\_\_\_\_ -  
(Address \_\_\_\_\_), **Pensacola, FL 325**\_\_ (Community Center); and

**WHEREAS**, the Organization, a non-profit corporation organized under the laws of the State of Florida, was created to provide social and character development through structured programs and organized activities for citizens of Escambia County; and

**WHEREAS**, the County and the Organization desire that the Organization manage structured programs and organized activities at the Community Center for the use and benefit of the public; and

**WHEREAS**, the Organization has expressed interest to the Board of County Commissioners to use and manage the Community Center for the purpose of providing a location for members of its organization and citizens and groups in Escambia County to engage in structured programs and organized activities; and

**WHEREAS**, the County is satisfied that a license to use, manage, and administer the Community Center would be in the County's best interests; and

**WHEREAS**, the Organization desires to assist the County in the continued operation of public structured programs and organized activities at the Community Center; and

**WHEREAS**, the County would benefit from the assistance of the Organization in operating the Community Center for structured programs and organized activities; and

**WHEREAS**, this Agreement supersedes any previous agreements.

**NOW THEREFORE**, the parties agree as follows:

**1. COMMUNITY CENTER USE AND MANAGEMENT.**

- a) The County licenses the Organization to use and manage the Community Center with relation to activities and programs that are sponsored by and under the Organization's direction. The Organization's use and management of the Community Center does not constitute any ownership or priority of use of the building. The County's right of use to the Community Center for public purposes is in no way diminished by partnership with the Organization. The County shall retain the right to implement programs and host activities at any time in the Community Center for the benefit of all citizens of Escambia County.
- b) Responsibility of Community Center Coordinators: The Escambia County Community Center Coordinators are responsible for overall coordination and programming for designated Escambia County Community Centers, inclusive of planning, developing and coordination of regular and reoccurring programming for the citizens of Escambia County.
- c) The Organization agrees that the Community Center will remain available for use by other citizens and community organizations and by the County at all times for activities which do not interfere with the Organization's scheduled activities.
- d) During the period of the Agreement and any renewal of the Agreement, the Organization will administer the Community Centers' various programs for the public benefit and will organize programs in accordance with the terms in the Agreement.
- e) The Organization is responsible for scheduling its programs and activities at the Community Center. Any member of the public, who qualifies under applicable Organization rules, may participate in the Organizations programs.
- f) The Organization may grant preferences to programs designated as group activities.
- g) The Organization may charge a fee for participation in the Organization's events, provided however, that any fee charged cannot exceed anticipated expenses directly associated with the program, including appropriate allowances for participation in the programs by citizens without sufficient funds to pay the fees. The fees are to be used solely for the purpose of covering expenses directly associated with the programs and activities of the Organization.
- h) The Organization shall submit to the County a monthly calendar, by the 1<sup>st</sup> day of every month, detailing all scheduled programs and events. The monthly calendar may be submitted via email, regular mail, facsimile, or by hardcopy. It shall be the duty of the Organization to keep the County reasonably informed of all programs and events being held at the Community Center. The monthly calendar must include the Organization's anticipated hours

of operation. The Organization shall notify the County of any changes to the monthly calendar as soon as the change becomes known to the Organization. Notification of changes to the calendar may be reported via email, facsimile, or by phone.

- i) The County reserves the right to schedule supplemental events and programs at the Community Center during any time in which the facility is not in active use by the Organization. County Staff will notify the Organization of its intent to use the facility. During such time as a supplemental program is using the facility, the Organization and the County agree to work cooperatively to ensure the facility is available to the supplemental program for use and that the facility is secured following the supplemental program's use of the Center. In the event there is a conflict in which both the County and the Organization desire exclusive use of the facility on any particular date, such conflict shall be resolved by decision of the County Administrator, or his designee.
- j) The Organization agrees that the Community Center will be not be used for any illegal, illicit, or immoral purpose. The County reserves the right to disallow any use by the Organization that may negatively impact the community or the County's reputation.
- k) Upon execution of the Agreement, the Organization shall submit to the County its fee structure for reservations. The Organization shall notify the County of any change in its fee structure before the change is implemented. The County may request an audit of the Organization's financial records related to use of the Community Center at any time. The Organization shall provide full financial records to the County within thirty (30) days of the request.
- l) The Organization shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, and Title VI of the Civil Rights Act of 1964, as amended. The Organization shall not discriminate against any person because of race, color, sex, religion, handicap, age, or national origin, by refusing to furnish services provided by the Organization.
- m) In the event of a disaster as declared by Escambia County pursuant to Section 37-35, Escambia County Code of Ordinances, the Organization understands and agrees that County may at its discretion utilize the Community Center facility during which the Organization shall be required to suspend operations and vacate the premises. During a declared state of emergency, County use of the facility will supersede any use by the Organization. The County will notify the Organization of its intent to use the facility. The County may continue use of the facility beyond such time as the declared state of emergency during a reasonable recovery period. The County use of the facility, under this provision, shall cease only when the County relinquishes possession of the facility back to the Organization.



2. **TERM.** The term of this Agreement shall commence upon execution by the both parties and continue in effect for an initial term of five (5) years unless earlier terminated with or without cause by either party giving thirty (30) days prior written notice. The term of this Agreement begins on the \_\_\_\_ day of \_\_\_\_\_, 2016 and ends on the \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

3. **PAYMENT OF RENT.** The Organization agrees to pay to the County the sum of one dollar (\$1) per year, payable in advance for the initial agreement term of five (5) years. The County acknowledges receipt of five dollars (\$5).

4. **NOTICES.** Notices to the Organization and the County under the Agreement and the payment of rent must be addressed to and mailed or delivered to the following:

TO THE COUNTY

County Administrator  
Board of County Commissioners  
221 Palafox Place, Suite 420  
Pensacola, Florida 32502

TO THE ORGANIZATION

(Organization's Name)  
  
(Address)

With a copy to:

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

Notices can be personally delivered or sent by U.S. mail. The date of delivery is the date of receipt of any notice. Each party may change its address by written notice given to the other.

5. **ORGANIZATION DOCUMENTS.** At the time of the execution of the Agreement, the Organization agrees to provide to the County a copy of its incorporating documents and a list of its current Board of Directors. The Organization agrees to furnish the following annually to the County: certificate of insurance, financial report, board member roster, activity report, fee structure, record of all rentals, and organization equipment inventory. Failure to provide said documents to the County by December 30<sup>th</sup> of any year could result in the termination of this Agreement.

6. **MEDIATION.** The County Administrator, or authorized designee, will assure the Organizations compliance with the terms of the Agreement. The County Administrator may elect to mediate disputes arising between members of the public and the Organization regarding the Organizations compliance with the Agreement. The Organization designates its Board of Directors, or a specifically appointed committee of the Board of Directors, to represent the Organization in disputes. The Organization's Board of Directors is responsible for carrying out all the objectives set forth in the Agreement.

**7. CONSTRUCTION OF IMPROVEMENTS.** The County agrees to preserve the Community Center exclusively for public purposes. The County further agrees that during the term of the Agreement, no physical change to the property or major construction work will be undertaken without prior consultation with the Board of Directors of the Organization.

If the Organization wants to undertake any construction work in the Community Center, prior approval must be obtained from the County, and the Organization shall ensure that all Federal, State, local laws, regulations, and ordinances are complied with, including but not limited to: (a) the Occupational Safety and Health Act of 1970, Construction Industry Standards (29 CFR §1926, et. seq.); (b) the Americans with Disabilities Act of 1990, as subsequently amended (42 U.S.C. 12101, et. seq.); (c) Escambia County Review Committee approval; and (d) Building inspection review. All improvements made by the Organization become the property of the County without charge upon completion.

**8. MAINTENANCE.** The Organization and the County agree that all necessary grounds and structure maintenance and upkeep of the Community Center will be carried out year round. In order to create a clear understanding of this scope of work, the following maintenance guidelines are agreed to by the parties: (a) the County will maintain the premises in good repair and in a neat, safe, and orderly condition, normal wear and tear excepted; (b) in the event it is determined that damage to facilities and equipment has occurred due to abuse or misuse by the Organization or any other entity using the Community Center for organized events by consent of the Organization, the Organization is responsible for the repair or returning the facility and equipment to its pre-damaged condition; (c) the County will pay all water, gas, electric, telephone (single line only/no options), sewage, garbage disposal, janitorial, and other utility bills related to the Community Center during the term of the Agreement, and (d) the County will provide proper grounds maintenance throughout the year.

**9. REVENUE/INCOME.** Revenue and income derived from the activities of the Organization are the exclusive property of the Organization but must be used by the Organization in furtherance of its activities at the Community Center in providing additional improvements for the Organization's programs. The Organization shall provide a full accounting of all revenue and expenses to the County annually. The County has the right to audit the financial information at any time, at the County's expense. The Organization is responsible for payment of any and all local, state, or federal taxes derived from any revenue/income received by the Organization resulting from the activities of the Organization as required by law.

The Organization is prohibited from sub-letting the facility for any for-profit programs or events without prior authorization by the County. Any for-profit use of the facility requires authorization by the County and execution of a separate agreement between the parties related to the for-profit use.

**10. EQUIPMENT.** An inventory of equipment and personal property stored at the Community Center must be provided annually to the County by the Organization. All equipment or other

personal property owned by the Organization, which has been placed or maintained in the Community Center by the Organization, is at the sole risk of the Organization. The Organization may remove from the Community Center any time prior to, or within sixty (60) days of the termination of the Agreement its equipment and personal property. Any Organization equipment or personal property not removed from the Community Center within sixty (60) days after termination of the Agreement becomes the exclusive property of the County without recourse.

**11. TERMINATION.** The Agreement may be terminated at any time, with or without cause, by the County, particularly whenever the Community Center is not being used, utilized, or managed by the Organization in accordance with the provisions of the Agreement, or whenever the Organization ceases operation, dissolves its corporation, or otherwise no longer provides the required services under the terms of the Agreement. The County agrees to give the Organization not less than thirty (30) days written notice of its intent to terminate the Agreement.

The Agreement may be terminated by the Organization at any time in case of material breach of the Agreement by the County provided that the Organization shall first give to the County written notice of the breach and thirty (30) days within which to remedy the breach. Any notice under this section mailed or delivered by the County to the Board of Directors of the Organization will be deemed as the official notice of the County.

**12. RECORDS.** The parties acknowledge that this agreement and any related financial records, and its reports, plans, correspondence, and other documents maybe subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. In the event a party fails to abide by the provisions of Chapter 119, Florida Statutes, the other party may, without prejudice to any right or remedy and after giving that party, seven (7) days written notice, during which period the party fails to allow access to such documents, terminate this agreement.

**13. ENTIRE AGREEMENT.** The Agreement contains the entire agreement of the parties and no representations, inducements, promises, or agreements between the parties not contained in the Agreement will be of any force and effect. Any amendments, modifications, additions, or alterations of the Agreement must be in writing executed with the same formalities as the Agreement.

**14. 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.

**15. SUCCESSORS AND ASSIGNS.** Without the previous written consent of the County, neither the Organization, nor its successors in interest by operation of law or otherwise, are permitted to assign the Agreement sublet or permit the occupancy of the Community Center or any part of the Community Center, by anyone other than the Organization. Any consent by the County to any act of assignment, subletting, or occupancy will be held to apply only to the specific transaction authorized.

In any event, no assignment, subletting or occupancy will relieve the Organization of its obligations under the Agreement.

16. **SURVIVAL.** All other provisions which, by their inherent character, sense, and context, are intended to survive termination of this agreement shall survive it.

17. **INSURANCE.**

- a) **Use by the Organization.** During the period mutually agreed upon between the County and the Organization, the Organization shall provide commercial general liability insurance with \$1,000,000.00 per occurrence and aggregate limits, including coverage parts of bodily injury, property damage, personal injury, contractual liability, and sports participation cannot be excluded.

All insurance carriers must be rated "A," VIII or higher by the most recently published edition of A.M. Best rating guide. The Organization shall provide thirty (30) days prior written notice to Escambia County before any change in or cancellation of any of the identified coverages.

Escambia County must be provided the certificates of insurance which reflect **Escambia County, 221 Palafox Place, Suite 420, Pensacola, Florida 32502**, as an "additional insured" and the "certificate holder" and further specify that the policies are endorsed. Certificates must be mailed to **Robert Dye, Risk Manager, PO BOX 1591, Pensacola, Florida 32597**. Certificates must reflect a thirty (30) day notice of cancellation and non-renewal clauses. Certificates of insurance will be satisfactory to the County with all succeeding coverages and carriers to be consecutive to prior coverages.

No provision of the Agreement can be construed, or in any way is intended to be construed, as a waiver of Escambia County's sovereign immunity or any other limitation of liability of Escambia County. Escambia County is self-insured for liabilities in excess of the amounts provided under Section 768.28, Florida Statutes.

The Organization agrees not to violate, or knowingly or negligently permit or allow to be violated, any condition of any insurance policies required by the Agreement. All insurance coverage of the Organization must be primary to any insurance or self-insurance carried by Escambia County applicable to this Agreement. The acceptance by Escambia County of any Certificate of Insurance does not constitute approval or agreement by Escambia County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with the Agreement.

b) **Special Event Coverage**

The Organization must also require any other organization using the Community Center for any organized event that is scheduled to exceed four (4) hours in duration to procure "special

event” liability insurance, naming Escambia County as an “additional insured.” In the alternative, the Organization can procure a blanket special events policy for a minimum of \$1,000,000.00 per event and issue certificates to other organizations using the Community Center for special events.

It shall be the responsibility of the Organization to provide proof of adequate “special event” liability insurance to the Escambia County, Risk Management Department.

The County shall be responsible to ensure that any supplemental program using the Community Center, while not in use by the Organization, procures special event liability insurance, naming Escambia County as an “additional insured.”

All insurance carriers must be rated “A,” VIII or higher by the most recently published edition of A.M. Best rating guide. The Organization shall provide thirty (30) days prior written notice to Escambia County before any change in or cancellation of any of the identified coverages.

Escambia County must be provided the certificates of insurance which reflect **Escambia County, 221 Palafox Place, Suite 420, Pensacola, Florida 32502**, as an “additional insured” and the “certificate holder” and further specify that the policies are endorsed. Certificates must be mailed to **Robert Dye, Risk Manager, PO BOX 1591, Pensacola, Florida 32597**. Certificates must reflect a thirty (30) day notice of cancellation and non-renewal clauses. Certificates of insurance will be satisfactory to the County with all succeeding coverages and carriers to be consecutive to prior coverages.

No provision of the Agreement can be construed, or in any way is intended to be construed, as a waiver of Escambia County’s sovereign immunity or any other limitation of liability of Escambia County. Escambia County is self-insured for liabilities in excess of the amounts provided under Section 768.28, Florida Statutes.

c) **Liquor Liability**

In anticipation of alcohol being served on the Property, pursuant Paragraph 21 of this Agreement, the Organization shall provide evidence of coverage of liquor liability in the amount equal to the general/umbrella/excess liability coverage at the time of the request to the Board of County Commissioners to allow service of alcohol at the Community Center. If the general liability coverage covers liquor liability, the Organization’s agent or insurer shall provide written documentation to confirm that coverage already applies to this use. If liquor liability coverage is not included in the general/umbrella/excess liability policies, the policies must be endorsed to extend coverage for liquor liability, or a separate policy must be purchased to provide liquor liability coverage in the amount required. The Organization must provide proof of all necessary insurance coverage and receive approval of the sufficiency of the insurance policies from Escambia County Risk Management.

All insurance carriers must be rated "A," VIII or higher by the most recently published edition of A.M. Best rating guide. The Organization shall provide thirty (30) days prior written notice to Escambia County before any change in or cancellation of any of the identified coverages.

Escambia County must be provided the certificates of insurance which reflect **Escambia County, 221 Palafox Place, Suite 420, Pensacola, Florida 32502**, as an "additional insured" and the "certificate holder" and further specify that the policies are endorsed. Certificates must be mailed to **Robert Dye, Risk Manager, PO BOX 1591, Pensacola, Florida 32597**. Certificates must reflect a thirty (30) day notice of cancellation and non-renewal clauses. Certificates of insurance will be satisfactory to the County with all succeeding coverages and carriers to be consecutive to prior coverages.

No provision of the Agreement can be construed, or in any way is intended to be construed, as a waiver of Escambia County's sovereign immunity or any other limitation of liability of Escambia County. Escambia County is self-insured for liabilities in excess of the amounts provided under Section 768.28, Florida Statutes.

**18. HOLD HARMLESS.** The Organization shall indemnify and hold harmless Escambia County, its subsidiaries or affiliates, elected and appointed officials, employees, volunteers, representatives and agents from any and all claims, suits, actions, damages, penalties, interest, attorney and paralegal fees, liability and expenses in connection with the loss of life, bodily or personal injury, environmental impairment, property damage, including loss of use of the property, zoning or similar issues, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the Organization's negligent performance of the Agreement. The Organization's obligation is not limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

**19. DAMAGE OR DESTRUCTION BY CASUALTY.** If by fire or other casualty the Community Center is totally damaged or destroyed, either party has the option of terminating the Agreement by serving written notice upon the other within thirty (30) days from the date of the casualty or a lesser number of days as the parties may mutually agree.

**20. COMPLIANCE WITH LAWS AND PROCEDURES.** The parties agree to comply with all applicable laws, guidelines, rules, regulations, and requirements, whether federal, state, or local, applicable to the Organization and its use of the Community Center and those for the correction, prevention, and abatement of nuisance, unsafe conditions, or other grievances arising from or pertaining to the use or occupancy of the Community Center.

**21. SMOKING AND ALCOHOL POLICY.** Consumption of alcoholic beverages on the property is strictly prohibited. The Organization may request permission to serve alcohol on a

case-by-case basis. The request must be made to the Board of County Commissioners. The request to serve alcohol must be received by the County at least thirty (30) days prior to the date of the event or program. The request must be in writing to the County. The written request shall notify the County of the date alcohol is to be served and shall request approval from the County Department Director responsible for that Center (Parks and Recreation Director or Neighborhood and Human Services Director). The County Department Director responsible for that Center shall present the request to the Board of County Commissioners at the next available date after the request is made.

Only upon approval from the Board of County Commissioners may alcohol be served inside the Community Center, however, provided that the alcoholic beverages are not sold and that Organization complies with and obtains any permits and licenses that may be required by state and local laws and regulations.. Additionally, the Organization must provide proof of all necessary insurance coverage, including liquor liability, and receive approval of the sufficiency of the insurance policies from Escambia County Risk Management.

Further, for every event or program in which alcohol is to be served, the Organization must provide proof of additional security proportionate to the size of the program or event. A copy of the agreement for security must be included along with a copy of the insurance coverage before the County will consider the request to allow service of alcohol.

Smoking is prohibited at all times within the structure of the Community Center. If this prohibition is violated by the Organization or any other organization using the Community Center for organized events, the Agreement may be terminated by the Board of County Commissioners pursuant to Paragraph 11 of the Agreement.

**22. SEVERABILITY.** If any term or condition of the Agreement or the application of the Agreement to any person or circumstance is, to any extent, invalid or unenforceable, the remainder of the Agreement is not affected and each term and condition of the Agreement is to be valid and enforceable to the fullest extent permitted by law. The Agreement will be construed in accordance with the laws of the State of Florida, and venue is in Escambia County, Florida.

**23. EFFECTIVE DATE.** Submission of the Agreement to the County does not constitute an offer, and the Agreement becomes effective upon the execution and delivery by both the Organization and the County. The County and the Organization acknowledge that they have not relied upon any statement, representation, prior or contemporaneous written, or oral promises, agreements, or warranties, except as expressed in the Agreement.

If the Organization, with the County's consent, uses the Community Center or any part of the Community Center prior to the beginning of the Agreement term, all provisions of the Agreement will be in full force and effect beginning at the time of the initial use.

24. **RELATIONSHIP OF PARTIES.** Nothing contained in the Agreement can be deemed by the parties or by any third party to create the relationship of principal and agent, partnership, joint venturer or similar relationship between the County and the Organization.

25. **ACKNOWLEDGEMENT.** The Agreement cannot be more strictly construed against either party because one party may have drafted or prepared any or all of the terms and provisions of the Agreement. It is acknowledged that each of the parties has been represented by legal counsel and that each of the legal counsel has contributed substantially to the content of the Agreement.

SIGNED AND DELIVERED BY:

Approved as to form and legal  
sufficiency.

By/Title: M. Crawford N/A  
Date: 7/8/2016

ATTEST: Pam Childers  
Clerk of the Circuit Court

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

(SEAL)

Witness: \_\_\_\_\_  
Print Name: \_\_\_\_\_

Witness: \_\_\_\_\_  
Print Name: \_\_\_\_\_

**COUNTY:**

Board of County Commissioners  
Escambia County, Florida

\_\_\_\_\_  
Grover C. Robinson, IV, Chairman

**ORGANIZATION:**

Name \_\_\_\_\_

Address \_\_\_\_\_  
Pensacola, Florida 325\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2016,  
\_\_\_\_\_, as (Office Held) of (Organization's Name). He/She is ( )  
personally known to me, or ( ) produced identification. Type of identification produced  
\_\_\_\_\_.

(Notary Seal)

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Printed Name of Notary Public



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NKEG'UG'CPF'O CPCI GO GPV'CI TGGO GPV

Y KVP GUUGVJ <'

**Y J GTGCU**, this Agreement supersedes any previous agreements.

PQY 'VJ GTGHQTG, the parties agree as follows:

**30 30' — EQO O WPW[ 'EGPVG'T'WUG'CPF'O CPCI GO GPV0**

- a) The County licenses the Organization to use and manage the Community Center with relation to activities and programs that are sponsored by and under the Organization's direction. The Organization's use and management of the Community Center does not constitute any ownership or priority of use of the building. The County's right of use to the Community Center for public purposes is in no way diminished by partnership with the Organization. The County shall retain the right to implement programs and host activities at any time in the Community Center for the benefit of all citizens of Escambia County.
- b) Responsibility of Community Center Coordinators: The Escambia County Community Center Coordinators are responsible for overall coordination and programming for designated Escambia County Community Centers, inclusive of planning, developing and coordination of regular and reoccurring programming for the citizens of Escambia County.
- c) The Organization agrees that the Community Center will remain available for use by other citizens and community organizations and by the County at all times for activities which do not interfere with the Organization's scheduled activities.
- d) During the period of the Agreement and any renewal of the Agreement, the Organization will administer the Community Centers' various programs for the public benefit and will organize programs in accordance with the terms in the Agreement.
- e) The Organization ~~has priority is responsible in for~~ scheduling its programs and activities at the Community Center. Any member of the public, who qualifies under applicable Organization rules, may participate in the Organizations programs.
- f) The Organization may grant preferences to programs designated as group activities.
- g) ——— The Organization may charge a fee for participation in the Organization's events, provided however, that any fee charged cannot exceed anticipated expenses directly associated with the program, including appropriate allowances for participation in the programs by citizens without sufficient funds to pay the fees. The fees are to be used solely for the purpose of covering expenses directly associated with the programs and activities of the Organization.

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h) The Organization shall submit to the County a monthly calendar, by the 1<sup>st</sup> day of every month, detailing all scheduled programs and events. The monthly calendar may be submitted via email, regular mail, facsimile, or by hardcopy. It shall be the duty of the Organization to keep the County reasonably informed of all programs and events being held at the Community Center. The monthly calendar must include the Organization's anticipated hours of operation. The Organization shall notify the County of any changes to the monthly calendar as soon as the change becomes known to the Organization. Notification of changes to the calendar may be reported via email, facsimile, or by phone. —

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i) The County reserves the right to schedule supplemental events and programs at the Community Center during any time in which the facility is not in active use by the Organization. County Staff will notify the Organization of its intent to use the facility. During such time as a supplemental program is using the facility, the Organization and the County agree to work cooperatively to ensure the facility is available to the supplemental program for use and that the facility is secured following the supplemental program's use of the Center. In the event there is a conflict in which both the County and the Organization desire exclusive use of the facility on any particular date, such conflict shall be resolved by decision of the County Administrator, or his designee.

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j) The Organization agrees that the Community Center will not be used for any illegal, illicit, or immoral purpose. The County reserves the right to disallow any use by the Organization that may negatively impact the community or the County's reputation.

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k) Upon execution of the Agreement, the Organization shall submit to the County its fee structure for reservations. The organization shall notify the County of any change in its fee structure before the change is implemented. The County may request an audit of the Organization's financial records related to use of the Community Center at any time. The Organization shall provide full financial records to the County within thirty (30) days of the request.

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— The Organization shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, and Title VI of the Civil Rights Act of 1964, as amended. The Organization shall not discriminate against any person because of race, color, sex, religion, handicap, age, or national origin, by refusing to furnish services provided by the Organization.

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m) — In the event of a disaster as declared by Escambia County pursuant to Section 37-35, Escambia County Code of Ordinances, the Organization understands and agrees that County may at its discretion utilize the Community Center facility during which the Organization shall be required to suspend operations and vacate the premises. During a declared state of emergency, County use of the facility will supersede any use by the Organization. The

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County will notify the Organization of its intent to use the facility. The County may continue use of the facility beyond such time as the declared state of emergency during a reasonable recovery period. The County use of the facility, under this provision, shall cease only when the County relinquishes possession of the facility back to the Organization.

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**40"** **VGTO 0**The term of this Agreement shall commence upon execution by the both parties and continue in effect for an initial term of five three (53) years unless earlier terminated with or without cause by either party giving thirty (30) days prior written notice. ~~The Agreement will automatically renew for two (2) additional one (1) year terms unless thirty (30) days prior to the end of any renewal term, either the Organization or the County gives written notice of intent not to renew.~~ The term of this Agreement begins on the **aaa**"day of **aaaaaaaaaaaaa.**"**4237** and ends on the **aaaaf c{** of **aaaaaaaaaaaaaaaaaaaaa.**"**42aaa.**"

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**50"** **RC[ O GP V'QHT'GP V0**The Organization agrees to pay to the County the sum of one dollar (\$1) per year, payable in advance for the initial agreement term of five three (53) years. The County acknowledges receipt of five three dollars (\$53).

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**60"** **PQVIEGU0** Notices to the Organization and the County under the Agreement and the payment of rent must be addressed to and mailed or delivered to the following:

TO THE COUNTY

**Eqwpv{ 'Cf o lphmt cvqt**  
**Dqctf 'qhEqwpv{ 'Eqo o lukqpgt u**  
**443'Rcrlhz 'Rrcg.'Uwlg'642**  
**Rgpucqr.'Hqt lf c'54724**

TO THE ORGANIZATION

(Organization's Name)  
"  
(Address)  
**Rgpucqr.'Hqt lf c'54728**

With a copy to:

**Eqwpv{ 'Cwqt pg{ ai'QHleg"**  
**443'Rcrlhz 'Rrcg.'652"**  
**Rgpucqr.'Hqt lf c'54724**

Notices can be personally delivered or sent by U.S. mail. The date of delivery is the date of receipt of any notice. Each party may change its address by written notice given to the other.

**70"** **QTI CPK CVIQP'F QEWO GP VU0** At the time of the execution of the Agreement, the Organization agrees to provide to the County a copy of its incorporating documents and a list of its

current Board of Directors. The Organization agrees to furnish the following annually to the County: certificate of insurance, financial report, board member roster, activity report, fee structure, record of all rentals, and organization equipment inventory. Failure to provide said documents to the County by November 1 of any year could result in the termination of this Agreement.

**80"" OGF KCVI QP0""** The County Administrator, or authorized designee, will assure the Organizations compliance with the terms of the Agreement. The County Administrator may elect to mediate disputes arising between members of the public and the Organization regarding the Organizations compliance with the Agreement. The Organization designates its Board of Directors, or a specifically appointed committee of the Board of Directors, to represent the Organization in disputes. The Organization's Board of Directors is responsible for carrying out all the objectives set forth in the Agreement.

**90"" EQPUVTWEVIQP"QH'KO RTQXGO GPVU'""** The County agrees to preserve the Community Center exclusively for public purposes. The County further agrees that during the term of the Agreement, no physical change to the property or major construction work will be undertaken without prior consultation with the Board of Directors of the Organization.

If the Organization wants to undertake any construction work in the Community Center, prior approval must be obtained from the County, and the Organization shall ensure that all Federal, State, local laws, regulations, and ordinances are complied with, including but not limited to: (a) the Occupational Safety and Health Act of 1970, Construction Industry Standards (29 CFR §1926, et. seq.); (b) the Americans with Disabilities Act of 1990, as subsequently amended (42 U.S.C. 12101, et. seq.); (c) Escambia County Review Committee approval; and (d) Building inspection review. All improvements made by the Organization become the property of the County without charge upon completion.

**:0"" OCKPVGPCPEG0** The Organization and the County agree that all necessary grounds and structure maintenance and upkeep of the Community Center will be carried out year round. In order to create a clear understanding of this scope of work, the following maintenance guidelines are agreed to by the parties: (a) the County will maintain the premises in good repair and in a neat, safe, and orderly condition, normal wear and tear excepted; (b) in the event it is determined that damage to facilities and equipment has occurred due to abuse or misuse by the Organization or any other entity using the Community Center for organized events by consent of the Organization, the Organization is responsible for the repair or returning the facility and equipment to its pre-damaged condition; (c) the County will pay all water, gas, electric, telephone (single line only/no options), sewage, garbage disposal, janitorial, and other utility bills related to the Community Center during the term of the Agreement, and (d) the County will provide proper grounds maintenance throughout the year.

**:0 TGXGPWGIP EQO G0** Revenue and income derived from the activities of the Organization are the exclusive property of the Organization but must be used by the Organization in furtherance of its activities at the Community Center in providing additional improvements for the Organization's

programs. The Organization shall provide a full accounting of all revenue and expenses to the County annually. The County has the right to audit the financial information at any time, at the County's expense. The Organization is responsible for payment of any and all local, state, or federal taxes derived from any revenue/income received by the Organization resulting from the activities of the Organization as required by law.

**40** The Organization is prohibited from sub-letting the facility for any for-profit programs or events without prior authorization from the County. Any for-profit use of the facility requires authorization by the County and execution of a separate agreement between the parties related to the for-profit use.

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**320''' GS WRO GP V0** An inventory of equipment and personal property stored at the Community Center must be provided annually to the County by the Organization. All equipment or other personal property owned by the Organization, which has been placed or maintained in the Community Center by the Organization, is at the sole risk of the Organization. The Organization may remove from the Community Center any time prior to, or within sixty (60) days of the termination of the Agreement its equipment and personal property. Any Organization equipment or personal property not removed from the Community Center within sixty (60) days after termination of the Agreement becomes the exclusive property of the County without recourse.

**330''' VGT0 R CVKQP0** The Agreement may be terminated at any time, with or without cause, by the County, particularly whenever the Community Center is not being used, utilized, or managed by the Organization in accordance with the provisions of the Agreement, or whenever the Organization ceases operation, dissolves its corporation, or otherwise no longer provides the required services under the terms of the Agreement. The County agrees to give the Organization not less than thirty (30) days written notice of its intent to terminate the Agreement.

The Agreement may be terminated by the Organization at any time in case of material breach of the Agreement by the County provided that the Organization shall first give to the County written notice of the breach and thirty (30) days within which to remedy the breach. Any notice under this section mailed or delivered by the County to the Board of Directors of the Organization will be deemed as the official notice of the County.

**340' TGEQTFU0** The parties acknowledge that this agreement and any related financial records, and its reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. In the event a party fails to abide by the provisions of Chapter 119, Florida Statutes, the other party may, without prejudice to any right or remedy and after giving that party, seven (7) days written notice, during which period the party fails to allow access to such documents, terminate this agreement.

**350''' GPVK'G'CI TGG0 GP V0** The Agreement contains the entire agreement of the parties and no representations, inducements, promises, or agreements between the parties not contained in the

Agreement will be of any force and effect. Any amendments, modifications, additions, or alterations of the Agreement must be in writing executed with the same formalities as the Agreement.

**360"** ~~J GCFPI 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.

**370"** ~~UWEEGUQTU'CPF'CUH PU~~ Without the previous written consent of the County, neither the Organization, nor its successors in interest by operation of law or otherwise, are permitted to assign the Agreement sublet or permit the occupancy of the Community Center or any part of the Community Center, by anyone other than the Organization. Any consent by the County to any act of assignment, subletting, or occupancy will be held to apply only to the specific transaction authorized. In any event, no assignment, subletting or occupancy will relieve the Organization of its obligations under the Agreement.

**380"** ~~UWTXXCN~~. All other provisions which, by their inherent character, sense, and context, are intended to survive termination of this agreement shall survive it.

**390"** ~~PUWT'CEGO~~ ~~During the period mutually agreed upon between the County and the Organization, the Organization shall provide commercial general liability insurance with \$500,000.00 per occurrence and aggregate limits, including coverage parts of bodily injury, property damage, personal injury, contractual liability, sports participation cannot be excluded. The Organization must also require any other organization using the Community Center for organized events to procure "special event" liability insurance, naming Escambia County as an "additional insured." In the alternative, the Organization can procure a blanket special events policy for a minimum of \$500,000.00 per event and issue certificates to other organizations using the Community Center for special events.~~

~~All insurance carriers must be rated "A minus," VIII or higher by the most recently published edition of A.M. Best rating guide. The Organization shall provide thirty (30) days prior written notice to Escambia County before any change in or cancellation of any of the identified coverages.~~

~~Escambia County must be provided the certificates of insurance which reflect ~~Cisco dle'Eqmpt,' 443'Ren hqz'Preg.'Uwlg'642, Rgucqre.'Hqt lfe'54724,~~ as an "additional insured" and the "certificate holder" and further specify that the policies are endorsed. Certificates must be mailed to ~~Egret o gpv'qh'Ego o wph' "Chk h ulf lklqg'qh'Ego o wph' "Ugt xlegu'443'Ren hqz'Preg," Rgucqre.'Hqt lfe'54724~~ Certificates must reflect a thirty (30) day notice of cancellation and non-renewal clauses. Certificates of insurance will be satisfactory to the County with all succeeding coverages and carriers to be consecutive to prior coverages.~~

~~No provision of the Agreement can be construed, or in any way is intended to be construed, as a waiver of Escambia County's sovereign immunity or any other limitation of liability of Escambia~~

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~~County. Escambia County is self-insured for liabilities in excess of the amounts provided under Section 768.28, Florida Statutes.~~

~~The Organization agrees not to violate, or knowingly or negligently permit or allow to be violated, any condition of any insurance policies required by the Agreement. All insurance coverage of the Organization must be primary to any insurance or self-insurance carried by Escambia County applicable to this Agreement. The acceptance by Escambia County of any Certificate of Insurance does not constitute approval or agreement by Escambia County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with the Agreement.~~

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~~c+ Wig'dl{ 'i g'Oti cpl c'vlp. During the period mutually agreed upon between the County and the Organization, the Organization shall provide commercial general liability insurance with \$1,000,000.00 per occurrence and aggregate limits, including coverage parts of bodily injury, property damage, personal injury, contractual liability, and sports participation cannot be excluded.~~

~~All insurance carriers must be rated "A," VIII or higher by the most recently published edition of A.M. Best rating guide. The Organization shall provide thirty (30) days prior written notice to Escambia County before any change in or cancellation of any of the identified coverages.~~

~~Escambia County must be provided the certificates of insurance which reflect **Gucco dlc'' Eqwpyf .443'Rcrlhz'Rreg.'Uwlg'642. Rgpcqr.'Hqtlf c'54724.** as an "additional insured" and the "certificate holder" and further specify that the policies are endorsed. Certificates must be mailed to **Tqdgvt'F{g.'Tlml'O cpci gt.'RQ'DQZ'37; 3.'Rgpcqr.'Hqtlf c'547; 90** Certificates must reflect a thirty (30) day notice of cancellation and non-renewal clauses. Certificates of insurance will be satisfactory to the County with all succeeding coverages and carriers to be consecutive to prior coverages.~~

~~No provision of the Agreement can be construed, or in any way is intended to be construed, as a waiver of Escambia County's sovereign immunity or any other limitation of liability of Escambia County. Escambia County is self-insured for liabilities in excess of the amounts provided under Section 768.28, Florida Statutes.~~

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insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with the Agreement.

**d+ UrgelnlGxgpn'Egxgtci g'**

The Organization must also require any other organization using the Community Center for any organized event that is scheduled to exceed four (4) hours in duration to procure "special event" liability insurance, naming Escambia County as an "additional insured." In the alternative, the Organization can procure a blanket special events policy for a minimum of \$1,000,000.00 per event and issue certificates to other organizations using the Community Center for special events.

It shall be the responsibility of the Organization to provide proof of adequate "special event" liability insurance to the Escambia County, Risk Management Department.

The County shall be responsible to ensure that any supplemental program using the Community Center, while not in use by the Organization, procures special event liability insurance, naming Escambia County as an "additional insured."

All insurance carriers must be rated "A," VIII or higher by the most recently published edition of A.M. Best rating guide. The Organization shall provide thirty (30) days prior written notice to Escambia County before any change in or cancellation of any of the identified coverages.

Escambia County must be provided the certificates of insurance which reflect **Gucco dlc' Eqwpyf .443'Rcrlhz'Rreg.Uwsg'642, Rgpureqr.'Hnrlf c'54724,** as an "additional insured" and the "certificate holder" and further specify that the policies are endorsed. Certificates must be mailed to **Tqdgtrv'F{g.'Tlunl'O cpci gt.'RO'DOZ'37; 3.'Rgpureqr.'Hnrlf c'547; 90** Certificates must reflect a thirty (30) day notice of cancellation and non-renewal clauses. Certificates of insurance will be satisfactory to the County with all succeeding coverages and carriers to be consecutive to prior coverages.

No provision of the Agreement can be construed, or in any way is intended to be construed, as a waiver of Escambia County's sovereign immunity or any other limitation of liability of Escambia County. Escambia County is self-insured for liabilities in excess of the amounts provided under Section 768.28, Florida Statutes.

**e+ Nls wqt'Nlc dldsf'''**

In anticipation of alcohol being served on the Property, pursuant Paragraph 21 of this Agreement, the Organization shall provide evidence of coverage of liquor liability in the amount equal to the general/umbrella/excess liability coverage at the time of the request to the Board of County Commissioners to allow service of alcohol at the Community Center. If the general liability coverage covers liquor liability, the Organization's agent or insurer shall provide written

documentation to confirm that coverage already applies to this use. If liquor liability coverage is not included in the general/umbrella/excess liability policies, the policies must be endorsed to extend coverage for liquor liability, or a separate policy must be purchased to provide liquor liability coverage in the amount required. The Organization must provide proof of all necessary insurance coverage and receive approval of the sufficiency of the insurance policies from Escambia County Risk Management.

All insurance carriers must be rated "A," VIII or higher by the most recently published edition of A.M. Best rating guide. The Organization shall provide thirty (30) days prior written notice to Escambia County before any change in or cancellation of any of the identified coverages.

Escambia County must be provided the certificates of insurance which reflect **Gaeo dlc'** **Egwpv'.** **'443'Rcrlhz'Rreg.'Uwlg'642. Rgpcqr.'Hqtlf c'54724.** as an "additional insured" and the "certificate holder" and further specify that the policies are endorsed. Certificates must be mailed to **Tqdgvt'F{g.'Tlmi'O cpci gt.'RQ'DQZ'37; 3.'Rgpcqr.'Hqtlf c'547; 90** Certificates must reflect a thirty (30) day notice of cancellation and non-renewal clauses. Certificates of insurance will be satisfactory to the County with all succeeding coverages and carriers to be consecutive to prior coverages.

No provision of the Agreement can be construed, or in any way is intended to be construed, as a waiver of Escambia County's sovereign immunity or any other limitation of liability of Escambia County. Escambia County is self-insured for liabilities in excess of the amounts provided under Section 768.28, Florida Statutes.

**3; 0' J QNF'J CTONGUO** The Organization shall indemnify and hold harmless Escambia County, its subsidiaries or affiliates, elected and appointed officials, employees, volunteers, representatives and agents from any and all claims, suits, actions, damages, penalties, interest, attorney and paralegal fees, liability and expenses in connection with the loss of life, bodily or personal injury, environmental impairment, property damage, including loss of use of the property, zoning or similar issues, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the Organization's negligent performance of the Agreement. The Organization's obligation is not limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

**3; 0" FCO CI G'QT'FGUVTWEVKQP'D[ 'ECUWCNV[ 0** If by fire or other casualty the Community Center is totally damaged or destroyed, either party has the option of terminating the Agreement by serving written notice upon the other within thirty (30) days from the date of the casualty or a lesser number of days as the parties may mutually agree.

**420'" EQORNCPEGY WJ'NCY U'CPF'RTQEGF WTGUO** The parties agree to comply with all applicable laws, guidelines, rules, regulations, and requirements, whether federal, state, or local,

applicable to the Organization and its use of the Community Center and those for the correction, prevention, and abatement of nuisance, unsafe conditions, or other grievances arising from or pertaining to the use or occupancy of the Community Center.

**430" UOQMPI 'CPF'CNEQJ QN'RQNE[ 0** ~~Egpuwo r vkp'ghcreqj qde'dgxgtci gr'bp'vi g' r tqr gtvi 'kf'ntlewi 'rt qj klskf 0~~ The Organization may request permission to serve alcohol on a case-by-case basis. The request must be made to the Board of County Commissioners. The request to serve alcohol must be received by the County at least thirty (30) days prior to the date of the event or program. The request must be in writing to the County. The written request shall notify the County of the date alcohol is to be served and shall request approval from the County Department Director responsible for that Center (Parks and Recreation Director or Neighborhood and Human Services Director). The County Department Director responsible for that Center shall present the request to the Board of County Commissioners at the next available date after the request is made.

Only upon approval from the Board of County Commissioners may alcohol be served inside the Community Center, however, provided that the alcoholic beverages are not sold and that Organization complies with and obtains any permits and licenses that may be required by state and local laws and regulations.. Additionally, the Organization must provide proof of all necessary insurance coverage, including liquor liability, and receive approval of the sufficiency of the insurance policies from Escambia County Risk Management.

Further, for every event or program in which alcohol is to be served, the Organization must provide proof of additional security proportionate to the size of the program or event. A copy of the agreement for security must be included along with a copy of the insurance coverage before the County will consider the request to allow service of alcohol.

Smoking is prohibited at all times within the structure of the Community Center. If this prohibition is violated by the Organization or any other organization using the Community Center for organized events, the Agreement may be terminated by the Board of County Commissioners pursuant to Paragraph 11 of the Agreement.

~~Alcohol use is prohibited at all times on the grounds of the community center as well as within the structure of the Community Center. Smoking is prohibited at all times within the structure of the Community Center. If this prohibition is violated by the Organization or any other organization using the Community Center for organized events, the Agreement may be terminated by the Board of County Commissioners pursuant to Paragraph 11 of the Agreement.~~

**440" UGXGTCDKNW[ 0"**If any term or condition of the Agreement or the application of the Agreement to any person or circumstance is, to any extent, invalid or unenforceable, the remainder of the Agreement is not affected and each term and condition of the Agreement is to be valid and enforceable to the fullest extent permitted by law. The Agreement will be construed in accordance with the laws of the State of Florida, and venue is in Escambia County, Florida.

450' ~~GHGEVKG'F CVG0~~ Submission of the Agreement to the County does not constitute an offer, and the Agreement becomes effective upon the execution and delivery by both the Organization and the County. The County and the Organization acknowledge that they have not relied upon any statement, representation, prior or contemporaneous written, or oral promises, agreements, or warranties, except as expressed in the Agreement.

If the Organization, with the County's consent, uses the Community Center or any part of the Community Center prior to the beginning of the Agreement term, all provisions of the Agreement will be in full force and effect beginning at the time of the initial use.

460' ~~TGNCVQPUJ R'QHRCTVKGU~~ Nothing contained in the Agreement can be deemed by the parties or by any third party to create the relationship of principal and agent, partnership, joint venturer or similar relationship between the County and the Organization. "

470' ~~CEMPQY NGFI GO GPV0~~ The Agreement cannot be more strictly construed against either party because one party may have drafted or prepared any or all of the terms and provisions of the Agreement. It is acknowledged that each of the parties has been represented by legal counsel and that each of the legal counsel has contributed substantially to the content of the Agreement.

SIGNED AND DELIVERED BY:

EQWPI <'  
Board of County Commissioners  
Escambia County, Florida

ATTEST: Pam Childers  
Clerk of the Circuit Court

Chairman

Deputy Clerk

Grover C. Robinson, IV ~~Steven A. Barry,~~

(SEAL)

Witness: \_\_\_\_\_

Print Name: " " " " " " "

Witness: \_\_\_\_\_

Print Name: \_\_\_\_\_

QTI CPK CVKQ <'  
Pco gaaaaaaaaaaaaaaaaaaaaaaaaaaaaaa"

Cf f t g u aaaaaaaaaaaaaaaaaaaaaaaaaaaaaaa"  
" Rg p u e q m . ' H n t l f c ' 547 a a a

By: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this aaa'day of aaaaaaaaa, 42387,  
aaaaaaaaaaaaaaaaaaaaaaaaaaaa, as \*Qhleg'J grf +bf \*Qti cplk cvkpa'P co g-0 He/She is (    )  
personally known to me, or (    ) produced identification. Type of identification produced

\_\_\_\_\_.

Signature of Notary Public  
(Notary Seal)

Printed Name of Notary Public \_\_\_\_\_

(Notary Seal)

Signature of Notary Public

Printed Name of Notary Public

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**EQOOWPWI 'EGPVGT'  
NKEGPUG'CPF'O CPCI GO GPV'CI TGGO GPV**

THIS LICENSE AND MANAGEMENT AGREEMENT (Agreement) is made and entered into as of this **aaa**'day of **aaaaaaaaaaaaaa**.**'4237** by and between **Gueco dlc'Eqwpv**, a political subdivision of the State of Florida, whose address is **443'Rcmhqz'Rreg.Uvg0642** Pensacola, Florida 32502(County), and **vj g''aaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaa0** a Florida not-for-profit corporation whose address is **aaaaaaaaaaaaaaaaaaaaaa**.**'Rgpueqr**.**'HN'547aaa** (Organization):

**Y KPGUUGVJ <'**

**Y J GTGCU**, the County owns the property known as **vj g'aaaaaaaaaaaaaaaaaaaaaaaaaaaaa/'**  
**\*Cf f t gnaaaaaaaaaaaaaaaaaaaaaaa+ 'Rgpueqr**.**'HN'547aa'**(Community Center); and

**Y J GTGCU**, the Organization, a non-profit corporation organized under the laws of the State of Florida, was created to provide social and character development through structured programs and organized activities for citizens of Escambia County; and

**Y J GTGCU**, the County and the Organization desire that the Organization manage structured programs and organized activities at the Community Center for the use and benefit of the public; and

**Y J GTGCU**, the Organization has expressed interest to the Board of County Commissioners to use and manage the Community Center for the purpose of providing a location for members of its organization and citizens and groups in Escambia County to engage in structured programs and organized activities; and

**Y J GTGCU**, the County is satisfied that a license to use, manage, and administer the Community Center would be in the County's best interests; and

**Y J GTGCU**, the Organization desires to assist the County in the continued operation of public structured programs and organized activities at the Community Center; and

**Y J GTGCU**, the County would benefit from the assistance of the Organization in operating the Community Center for structured programs and organized activities; and

**Y J GTGCU**, this Agreement supersedes any previous agreements.

**PQY 'VJ GTGHQTG**, the parties agree as follows:

"

**30'** **EQOOWP** **WUG** **CPF** **O CPCI GO GPV0** The County licenses the Organization to use and manage the Community Center with relation to activities and programs that are sponsored by and under the Organization's direction. The Organization agrees that the Community Center will remain available for use by other citizens and community organizations and by the County at all times for activities which do not interfere with the Organization's scheduled activities.

During the period of the Agreement and any renewal of the Agreement, the Organization will administer the Community Centers' various programs for the public benefit and will organize programs in accordance with the terms in the Agreement. The Organization has priority in scheduling its programs and activities at the Community Center. Any member of the public, who qualifies under applicable Organization rules, may participate in the Organizations programs.

The Organization may grant preferences to programs designated as group activities.

The Organization may charge a fee for participation in the Organization's events, provided however, that any fee charged cannot exceed anticipated expenses directly associated with the program, including appropriate allowances for participation in the programs by citizens without sufficient funds to pay the fees. The fees are to be used solely for the purpose of covering expenses directly associated with the programs and activities of the Organization.

The Organization shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, and Title VI of the Civil Rights Act of 1964, as amended. The Organization shall not discriminate against any person because of race, color, sex, religion, handicap, age, or national origin, by refusing to furnish services provided by the Organization.

In the event of a disaster as declared by Escambia County pursuant to Section 37-35, Escambia County Code of Ordinances, the Organization understands and agrees that County may at its discretion utilize the Community Center facility during which the Organization shall be required to suspend operations and vacate the premises.

**40'''** **VGTO 0'**The term of this Agreement shall commence upon execution by the both parties and continue in effect for an initial term of three (3) years unless earlier terminated with or without cause by either party giving thirty (30) days prior written notice. The Agreement will automatically renew for two (2) additional one (1) year terms unless thirty (30) days prior to the end of any renewal term, either the Organization or the County gives written notice of intent not to renew. The term of this Agreement begins on the **aaa**"day of **aaaaaaaaaaaaaa.**"**4237** and ends on the **aaaaf c{** of **aaaaaaaaaaaaaaaaaaaaaa.**"**42aaa.**"

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"

**50''' RC[ O GP V'QHT GP V0** The Organization agrees to pay to the County the sum of one dollar (\$1) per year, payable in advance for the initial agreement term of three (3) years. The County acknowledges receipt of three dollars (\$3).

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**60''' PQVIEGU0** Notices to the Organization and the County under the Agreement and the payment of rent must be addressed to and mailed or delivered to the following:

TO THE COUNTY

Eqwpv{ 'Cf o lphnt cvqt  
Dqctf 'qhEqwpv{ 'Eqo o kulqpgtu  
443'Rcrhgz'Rræg.'Uwlg'642  
Rgpucqr.'Hqt kf c'54724

TO THE ORGANIZATION

(Organization's Name)  
"  
(Address)  
Rgpucqr.'Hqt kf c'54728

With a copy to:

Eqwpv{ 'Cwqt pg{ ai'QHleg"  
443'Rcrhgz'Rræg.'652"  
Rgpucqr.'Hqt kf c'54724

Notices can be personally delivered or sent by U.S. mail. The date of delivery is the date of receipt of any notice. Each party may change its address by written notice given to the other.

**70''' QTI CPK CVKQP'F QEWO GP VU0** At the time of the execution of the Agreement, the Organization agrees to provide to the County a copy of its incorporating documents and a list of its current Board of Directors. The Organization agrees to furnish the following annually to the County: certificate of insurance, financial report, board member roster, activity report, fee structure, record of all rentals, and organization equipment inventory. Failure to provide said documents to the County by November 1 of any year could result in the termination of this Agreement.

**80''' O GF KCVKQP0'''**The County Administrator, or authorized designee, will assure the Organizations compliance with the terms of the Agreement. The County Administrator may elect to mediate disputes arising between members of the public and the Organization regarding the Organizations compliance with the Agreement. The Organization designates its Board of Directors, or a specifically appointed committee of the Board of Directors, to represent the Organization in disputes. The Organization's Board of Directors is responsible for carrying out all the objectives set forth in the Agreement.

**90''' EQPUVTWEVKQP''QH'KO RTQXGO GP VU0'''**The County agrees to preserve the Community Center exclusively for public purposes. The County further agrees that during the term of the Agreement, no physical change to the property or major construction work will be undertaken without prior consultation with the Board of Directors of the Organization.



If the Organization wants to undertake any construction work in the Community Center, prior approval must be obtained from the County, and the Organization shall ensure that all Federal, State, local laws, regulations, and ordinances are complied with, including but not limited to: (a) the Occupational Safety and Health Act of 1970, Construction Industry Standards (29 CFR §1926, et. seq.); (b) the Americans with Disabilities Act of 1990, as subsequently amended (42 U.S.C. 12101, et. seq.); (c) Escambia County Review Committee approval; and (d) Building inspection review. All improvements made by the Organization become the property of the County without charge upon completion.

**: 0''' O CKP VGPC PEG0** The Organization and the County agree that all necessary grounds and structure maintenance and upkeep of the Community Center will be carried out year round. In order to create a clear understanding of this scope of work, the following maintenance guidelines are agreed to by the parties: (a) the County will maintain the premises in good repair and in a neat, safe, and orderly condition, normal wear and tear excepted; (b) in the event it is determined that damage to facilities and equipment has occurred due to abuse or misuse by the Organization or any other entity using the Community Center for organized events by consent of the Organization, the Organization is responsible for the repair or returning the facility and equipment to its pre-damaged condition; (c) the County will pay all water, gas, electric, telephone (single line only/no options), sewage, garbage disposal, janitorial, and other utility bills related to the Community Center during the term of the Agreement, and (d) the County will provide proper grounds maintenance throughout the year.

**; 0 TGXGP WGHP EQO G0** Revenue and income derived from the activities of the Organization are the exclusive property of the Organization but must be used by the Organization in furtherance of its activities at the Community Center in providing additional improvements for the Organization's programs. The Organization shall provide a full accounting of all revenue and expenses to the County annually. The County has the right to audit the financial information at any time, at the County's expense. The Organization is responsible for payment of any and all local, state, or federal taxes derived from any revenue/income received by the Organization resulting from the activities of the Organization as required by law.

**320''' GS WRO GP V0** An inventory of equipment and personal property stored at the Community Center must be provided annually to the County by the Organization. All equipment or other personal property owned by the Organization, which has been placed or maintained in the Community Center by the Organization, is at the sole risk of the Organization. The Organization may remove from the Community Center any time prior to, or within sixty (60) days of the termination of the Agreement its equipment and personal property. Any Organization equipment or personal property not removed from the Community Center within sixty (60) days after termination of the Agreement becomes the exclusive property of the County without recourse.

**330''' VGTO KPCVKQP0** The Agreement may be terminated at any time, with or without cause, by the County, particularly whenever the Community Center is not being used, utilized, or managed by the Organization in accordance with the provisions of the Agreement, or whenever the Organization

ceases operation, dissolves its corporation, or otherwise no longer provides the required services under the terms of the Agreement. The County agrees to give the Organization not less than thirty (30) days written notice of its intent to terminate the Agreement.

The Agreement may be terminated by the Organization at any time in case of material breach of the Agreement by the County provided that the Organization shall first give to the County written notice of the breach and thirty (30) days within which to remedy the breach. Any notice under this section mailed or delivered by the County to the Board of Directors of the Organization will be deemed as the official notice of the County.

**340' TGEQTFU** The parties acknowledge that this agreement and any related financial records, and its reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. In the event a party fails to abide by the provisions of Chapter 119, Florida Statutes, the other party may, without prejudice to any right or remedy and after giving that party, seven (7) days written notice, during which period the party fails to allow access to such documents, terminate this agreement.

**350''' GPVKT'G'CI TGGO GPV0** The Agreement contains the entire agreement of the parties and no representations, inducements, promises, or agreements between the parties not contained in the Agreement will be of any force and effect. Any amendments, modifications, additions, or alterations of the Agreement must be in writing executed with the same formalities as the Agreement.

**360''' J GCFPI U0** 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.

**370''' UWEEGUQTU'CPF'CUUK PU0** Without the previous written consent of the County, neither the Organization, nor its successors in interest by operation of law or otherwise, are permitted to assign the Agreement sublet or permit the occupancy of the Community Center or any part of the Community Center, by anyone other than the Organization. Any consent by the County to any act of assignment, subletting, or occupancy will be held to apply only to the specific transaction authorized. In any event, no assignment, subletting or occupancy will relieve the Organization of its obligations under the Agreement.

**380''' UWTXKCN.** All other provisions which, by their inherent character, sense, and context, are intended to survive termination of this agreement shall survive it.

**390''' RPUWTCPEG0** During the period mutually agreed upon between the County and the Organization, the Organization shall provide commercial general liability insurance with \$500,000.00 per occurrence and aggregate limits, including coverage parts of bodily injury, property damage, personal injury, contractual liability, sports participation cannot be excluded The Organization must also require any other organization using the Community Center for organized

events to procure “special event” liability insurance, naming Escambia County as an “additional insured.” In the alternative, the Organization can procure a blanket special events policy for a minimum of \$500,000.00 per event and issue certificates to other organizations using the Community Center for special events.

All insurance carriers must be rated “A minus,” VIII or higher by the most recently published edition of A.M. Best rating guide. The Organization shall provide thirty (30) days prior written notice to Escambia County before any change in or cancellation of any of the identified coverages.

Escambia County must be provided the certificates of insurance which reflect **Gueco dlc" Eqwpv{ .443'Rcrlhz'Rreg.Uvlg'642, Rgpueqr.Hqt lf c'54724.** as an “additional insured” and the “certificate holder” and further specify that the policies are endorsed. Certificates must be mailed to **Fgrctvo gpv'qh'Ego o wpl{ 'Chck ulF kklqp'qh'Ego o wpl{ 'Ugt xlegu'443'Rcrlhz'Rreg.' Rgpueqr.Hqt lf c'547240** Certificates must reflect a thirty (30) day notice of cancellation and non-renewal clauses. Certificates of insurance will be satisfactory to the County with all succeeding coverages and carriers to be consecutive to prior coverages.

No provision of the Agreement can be construed, or in any way is intended to be construed, as a waiver of Escambia County’s sovereign immunity or any other limitation of liability of Escambia County. Escambia County is self-insured for liabilities in excess of the amounts provided under Section 768.28, Florida Statutes.

The Organization agrees not to violate, or knowingly or negligently permit or allow to be violated, any condition of any insurance policies required by the Agreement. All insurance coverage of the Organization must be primary to any insurance or self-insurance carried by Escambia County applicable to this Agreement. The acceptance by Escambia County of any Certificate of Insurance does not constitute approval or agreement by Escambia County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with the Agreement.

**3; 0' J QNF'J CTONGUO** The Organization shall indemnify and hold harmless Escambia County, its subsidiaries or affiliates, elected and appointed officials, employees, volunteers, representatives and agents from any and all claims, suits, actions, damages, penalties, interest, attorney and paralegal fees, liability and expenses in connection with the loss of life, bodily or personal injury, environmental impairment, property damage, including loss of use of the property, zoning or similar issues, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the Organization’s negligent performance of the Agreement. The Organization’s obligation is not limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

**3; 0" FCO CI G'QT'FGUVTWEVKQP'D[ 'ECUWCNV[ 0** If by fire or other casualty the Community Center is totally damaged or destroyed, either party has the option of terminating the

Agreement by serving written notice upon the other within thirty (30) days from the date of the casualty or a lesser number of days as the parties may mutually agree.

**420"** ~~EQORNKPEGY WJ~~ 'NCY UCPF'RTQEGF WIGU The parties agree to comply with all applicable laws, guidelines, rules, regulations, and requirements, whether federal, state, or local, applicable to the Organization and its use of the Community Center and those for the correction, prevention, and abatement of nuisance, unsafe conditions, or other grievances arising from or pertaining to the use or occupancy of the Community Center.

**430"** ~~UOQMPI~~ 'CPF'CNEQJ QN'RQNE[ 0 Alcohol use is prohibited at all times on the grounds of the community center as well as within the structure of the Community Center. Smoking is prohibited at all times within the structure of the Community Center. If this prohibition is violated by the Organization or any other organization using the Community Center for organized events, the Agreement may be terminated by the Board of County Commissioners pursuant to Paragraph 11 of the Agreement.

**440"** ~~UGXGTCDNK~~[ 0 If any term or condition of the Agreement or the application of the Agreement to any person or circumstance is, to any extent, invalid or unenforceable, the remainder of the Agreement is not affected and each term and condition of the Agreement is to be valid and enforceable to the fullest extent permitted by law. The Agreement will be construed in accordance with the laws of the State of Florida, and venue is in Escambia County, Florida.

**450'** ~~GHGGEVKG'F~~ CVG0 Submission of the Agreement to the County does not constitute an offer, and the Agreement becomes effective upon the execution and delivery by both the Organization and the County. The County and the Organization acknowledge that they have not relied upon any statement, representation, prior or contemporaneous written, or oral promises, agreements, or warranties, except as expressed in the Agreement.

If the Organization, with the County's consent, uses the Community Center or any part of the Community Center prior to the beginning of the Agreement term, all provisions of the Agreement will be in full force and effect beginning at the time of the initial use.

**460'** ~~TGNCVIQPUJ R'R~~QHRC'TVIGU Nothing contained in the Agreement can be deemed by the parties or by any third party to create the relationship of principal and agent, partnership, joint venturer or similar relationship between the County and the Organization. "

**470'** ~~CEMPQY NGFI~~ GO GP V0 The Agreement cannot be more strictly construed against either party because one party may have drafted or prepared any or all of the terms and provisions of the Agreement. It is acknowledged that each of the parties has been represented by legal counsel and that each of the legal counsel has contributed substantially to the content of the Agreement.

SIGNED AND DELIVERED BY:

**EQWPV[ <'**  
Board of County Commissioners  
Escambia County, Florida

ATTEST: Pam Childers  
Clerk of the Circuit Court

\_\_\_\_\_  
Steven A. Barry, Chairman

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

(SEAL)

**QTI CPK CVKQP <'**  
**P co g"**

Witness: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
" " " " " " "

**Cf f t gu'**  
**Rgpu eqn. Hmt k c'547**

Witness: \_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this **aaa** day of **aaaaaaaaa**, **4237**, **aaaaaaaaaaaaaaaaaaaaaaaaaaaaa**, as **\*Qhleg'J gf +'** of **\*Qti cph cvkqp' P co g-0** He/She is ( ) personally known to me, or ( ) produced identification. Type of identification produced \_\_\_\_\_.

(Notary Seal)

Signature of Notary Public

Printed Name of Notary Public



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

**AI-9672**

**County Administrator's Report 13. 8.**

**BCC Regular Meeting**

**Technical/Public Service Consent**

**Meeting Date:** 01/21/2016

**Issue:** Acceptance of Soil from Navy Federal Credit Union Phase 2 Expansion

**From:** Pat Johnson, Department Director

**Organization:** Waste Services

**CAO Approval:**

---

#### **RECOMMENDATION:**

Recommendation Concerning the Donation of Soil from Navy Federal Credit Union Phase 2 Expansion - Patrick T. Johnson, Waste Services Department Director

That the Board accept the donation of a volume of soil (to be determined), to include the excavation and transportation of donated soil, from the Navy Federal Credit Union (NFCU) Phase 2 Expansion, to be beneficially used at the County's discretion.

#### **BACKGROUND:**

Phillips & Jordan, Inc., (P&J) has been awarded the site work portion of the NFCU Expansion project. P&J, Inc., has offered to deliver soil, at no cost to the the Waste Services Department from Navy Federal Phase 2 Expansion site work. Geotechnical reports have been provided for review and appear to be acceptable for limited use. Donation acceptance will be contingent upon soil testing results at time of excavation.

#### **BUDGETARY IMPACT:**

N/A

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

N/A

#### **PERSONNEL:**

Soil testing, excavation, and transportation of the soil to the Perdido Landfill will be the responsibility of Phillips & Jordan, Inc.

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

This action is consistent with the provisions of Section 46-139, Escambia Code of Ordinances.

#### **IMPLEMENTATION/COORDINATION:**

Waste Services Department will work with Phillips & Jordan, Inc. to assure testing has been completed and proper volume is received.

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### **Attachments**

Request by P&J

Geotechnical Report 1

Geotechnical Report 2

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**From:** Pat T. Johnson  
**Sent:** Monday, January 11, 2016 1:31 PM  
**To:** Cheryl D Watson  
**Subject:** FW: Navy Federal Credit Union Unsuitable Soils Haul Off  
**Attachments:** 15-112 NFCU Phase 2-Amen Bldg Bldg 7 Deck 3 Report 8.7.15.pdf; 15-112 NFCU Phase 2-Bldg 8 Deck 4 Report.pdf

fyi

---

**From:** Art Phelps [<mailto:aphelps@pandj.com>]  
**Sent:** Tuesday, January 05, 2016 3:34 PM  
**To:** Pat T. Johnson  
**Cc:** Bob Ertle; Wesley Compo; Mike Wedgewood  
**Subject:** Navy Federal Credit Union Unsuitable Soils Haul Off

Pat,

It was nice talking with you today in reference to the above project. P&J has been awarded the site work for this project. The project has approximately 350,000 BCY of unsuitable clays. Please keep in mind that this is an estimate at this time as the quantities can vary based on the information that we had during the bidding process. I have attached the soils reports for your review. Like we discussed on the phone the material is under varying depths of overburden that needs to be removed to get to the unsuitable clayey material. We will not be able to test the material for containments until that time. If the material is acceptable to Escambia County, P&J would haul the material to the landfill at 13009 Beulah Road Cantonment, FL at our expense. Stockpiling, erosion control, haul road maintenance would be the responsibility of Escambia County.

Please let me know if this is acceptable and we will proceed with the testing of the material.

Thanks

**Art Phelps**

*Assistant Vice President*

[Phillips & Jordan](#)



8940 Gall Boulevard  
Zephyrhills, FL 33541

o: (813) 780.4371  
c: (407) 509.8563  
f: (813) 715.1820

[website](#) | [vCard](#) | [email](#) | [map](#)





August 7, 2015

File #15-112

**Report of Geotechnical Exploration  
Navy Federal Credit Union Phase 2 Expansion:  
Amenities Building, Building 7, and Deck 3  
Escambia County, Florida**

FOR: Navy Federal Credit Union  
c/o Mr. Colin Haynes  
Jones Lang LaSalle Americas, Inc.  
1801 K Street, NW Suite 1000  
Washington, DC 20006

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## 1.0 INTRODUCTION

This report forwards the results of our geotechnical exploration for the proposed **Navy Federal Credit Union Phase 2 Expansion: Amenities Building, Building 7 and Deck 3** in Escambia County, Florida. The purpose of this exploration was to determine the general subsurface conditions in the proposed building areas and use this information to provide recommendations for earthwork, foundation design, and retaining wall design. Our exploration consisted of site visits by our engineering staff, forty-three Standard Penetration Test (SPT) borings, classification of the samples obtained in the field, laboratory testing of selected samples, and analysis by our engineering staff.

## 2.0 SITE AND STRUCTURAL CONDITIONS

The site is located on the NFCU property north of the lake and south of the Florida Welcome Center on I-10 in Escambia County, Florida. Based on the survey, the site slopes from the north at an elevation of roughly 99 feet at the northwest end of Deck 3 dropping down to the south to roughly 67 feet at the south end of the Amenities Building. The northeast corner of Deck 3 drops down to roughly 85 feet. At the time of drilling, the proposed building areas contained several single-story buildings, driveways and open air barns, and some scattered trees. The northeast corner of the site was wooded, and portions of the site were being used for construction storage and staging for the Phase 1 construction. We understand that an existing underdrain system was located in the area of Building 7.

We understand that the amenities building is planned at the south end of the site, Building 7 is planned east of the Amenities Building, and Parking Deck 3 is planned to the north of Building 7 and the Amenities Building. The Amenities Building is planned to be a 3-story concrete and steel structure approximately 250x230 feet. Building 7 is planned to be a concrete and steel 6-story "L" shaped structure approximately 380 feet east/west and north/south. Deck 3 is planned to be an approximately 270x550-foot precast concrete structure six stories tall. The finished floor elevation of the Amenities Building and Building 7 is planned at 72 feet with a raised access floor and a slab-on-grade at an elevation of roughly 70 feet. Deck 3 has a planned finished floor elevation of 89 feet. Some fill is planned on the south end of the structures, and significant cutting is anticipated on the north ends of the proposed structures. Retaining walls are planned along the north ends of the Amenities Building and Building 7 and around the southwest corner of Deck 3. Maximum anticipated column loads for the Amenities Building, Building 7 and Parking Deck 3 are 1,750, 2,510 and 2,150 kips respectively. If this information changes or is incorrect, the geotechnical engineer should be notified, and changes to our recommendations may be needed.

## 3.0 SUBSURFACE EXPLORATION

Our exploration included forty-three Standard Penetration Test (SPT) borings drilled to a depth of 41-88 feet below grade at the time of drilling. Nine of these borings were drilled for preliminary explorations in 2011 and 2014. The SPT consists of driving a 2-inch diameter split spoon sampler into the ground using a 140-pound hammer dropped 30 inches. The number of blows required to drive the sampler one foot after seating it six inches is referred to as the blow count or "N" value and is considered a measure of the relative density of soils. "N" values can be found in **Figure #2** adjacent to the soil descriptions. The borings were drilled in general



accordance with ASTM D1586 using truck mounted drill rigs. The borings were advanced between sampling using solid stem flight auger or 2¼-inch diameter hollow stem auger in the upper portion of the borings, and the lower part of the borings was drilled using the “mud” jetting technique and a Bentonite drilling fluid. Five SPT samples were taken in the top 11 feet and the borings were sampled at five-foot intervals thereafter. Each sample was removed from the sampler, classified in the field by the driller, and packaged for visual classification by our engineering staff and for laboratory testing. Eleven Shelby tube or relatively undisturbed samples of clay and clayey soils were collected from the borings for laboratory testing.

#### **4.0 SUBSURFACE CONDITIONS**

Boring locations are shown in the attached **Figure #1** and should be considered approximate. The borings were located in the field and the ground elevations of the borings were provided by the project’s surveyor. The subsurface conditions encountered in the borings are shown in **Figure #2** (7 Sheets), and descriptions of the soils encountered are accompanied by their Unified Classification symbol (SP, SM, etc.) based on a visual examination unless accompanied by laboratory results. Boundaries between soil layers and soil depths should be considered approximate, since the actual transition between soil layers may be gradual. Following is a generalized summary of the subsurface conditions encountered in the borings. A detailed description of the conditions encountered in the borings can be found on **Figure #2**.

##### **4.1 Soil Conditions**

The borings generally encountered 2-12 inches of topsoil over tan/orange/brown very loose, loose and medium dense predominantly slightly silty sand and silty sand in the upper 2-5 feet. Thereafter, the borings encountered tan/orange/red clayey and silty sand and light gray/orange/purple mottled sandy clay and clay to 24-53.5 feet. Generally, the silty and clayey sand soils at this depth were medium dense and dense with some loose layers, and the clay soils were generally medium stiff to very stiff with some soft layers. The borings continued with light orange/white/yellow very dense and dense predominantly sand and slightly silty sand with some silty sand layers, medium dense layers, soft to very stiff clay layers, loose silt layers, and mica. About a third of the borings encountered iron rock fragments or layers near the top and/or bottom of clay layers at depths of 6 inches to 66 feet, with the thickest layer occurring in B-121 from 28-30 feet. Notable exceptions to this generalized soil summary include borings B-8, which encountered loose soils from 53-63 feet; B-161, which encountered very soft silty clay from 49-53 feet; B-165, which encountered very loose soils from 18-23 feet; B-194, which encountered a very loose layer from 68-71 feet; and B-201, which encountered clay at the surface under 3 inches of topsoil.

##### **4.2 Groundwater Conditions**

Determining accurate groundwater levels in the soils on this project is not practical without piezometers. Groundwater levels recorded by the driller are indicated on the boring logs accompanied by the date of the reading. We attempted to record stabilized water levels in open boreholes 24 hours or longer after drilling, and these levels are indicated on the boring logs where recorded; however, most often, the borings had caved in at a shallow depth due to perched water or construction activity. Estimated groundwater levels are also indicated on the boring logs, and these levels were estimated based on a visual evaluation of the samples and/or by using levels from nearby borings. Note that the groundwater levels recorded in the boreholes



and those estimated based on a visual evaluation could actually be perched groundwater. Groundwater depths ranged from 25-53.5 feet below grade at the time of drilling, and groundwater elevations ranged from roughly 35-66 feet at the time of drilling.

We installed a piezometer near boring B-193 (PZ-193) to determine an accurate groundwater level at this location. This piezometer was installed to a depth of 59 feet below existing grade and consisted of 1-inch diameter Schedule 40 PVC casing with 10 feet of slotted screen on the bottom and a 3-foot riser. A sand pack was placed around the screen, a bentonite seal was placed above the sand pack, and the remaining annulus was filled with neat cement. The well was finished with a steel protective casing, concrete pad and concrete bollards. Copies of the Northwest Florida Water Management District permits for piezometer PZ-193 are attached as **Appendix A**. Two other piezometers were installed south of the building areas in SPT borings B-141A and B-143A to analyze groundwater levels near the stormwater ponds. The groundwater data from the piezometers is summarized in the following **Table #1**.

**Table #1: Piezometer Groundwater Summary**

Boring	Ground Elevation (ft)	Groundwater Depth (ft)	Groundwater Elevation (ft)	Date of Reading
PZ-193	89.5	53.5	36	6.4.15
B-141A	64.5	25.5	39	4.1.15
B-143A	66.5	26.5	40	4.1.15

Groundwater levels will vary with the amount of local rainfall and changes in site drainage characteristics and may be different at other times. Perched water was encountered in a little over a quarter of the borings at depths of 3-30 feet below grade at the time of drilling. Perched water should be anticipated at or above the medium dense and dense silty/clayey sand and clay soils overlain by looser soils or soils with less fines (i.e. slightly silty and silty sand) following rainfall.

## 5.0 LABORATORY TEST RESULTS

Laboratory testing for this project consisted of strength testing, compressibility testing, and swell testing on the Shelby tube samples of clay. Basic properties tests including #200 sieve washes, natural moisture content and Atterberg limits were also run on selected split spoon samples to evaluate and document basic properties and to assist in soil classification and engineering analysis. A pocket penetrometer was used to approximate the cohesion of the clay samples. The results of the basic laboratory tests and pocket penetrometer readings are shown on the logs of boring (**Figure #2**) adjacent to the samples tested. The results of the Atterberg limits tests are summarized in the following **Table #2**.

**Table #2: Atterberg Limits Test Results Summary**

Boring	Sample Depth (ft)	Sample Description	Natural Moisture Content (%)	Liquid Limit	Plastic Limit	Liquidity Index
B-116A	23.5-26	Light Gray Clay	23.9	49	17	0.22
B-116A	18-20	Light Gray/Purple Clay	30.9	64	23	0.19
B-116A	18-20	Gray/Red/Tan Clay	34.1	72	23	0.23
B-116A	23.5-26	Gray w/ Yellow Clay	21.9	52	17	0.14



Boring	Sample Depth (ft)	Sample Description	Natural Moisture Content (%)	Liquid Limit	Plastic Limit	Liquidity Index
B-127A	11.5-14	Light Gray/Red Clay	18.2	36	18	0.01
B-161	14.5-16	Yellow/Orange Clay	42.5	94	41	0.03
B-161	49.5-51	Purple/Light Gray Slightly Sandy Silty Clay	26.4	40	17	0.41
B-162	19.5-21	Light Gray/Purple Slightly Sandy Clay	26.8	44	19	0.31
B-163A	13-15.5	Orange/Yellow Clay	46.9	111	45	0.03
B-163	14.5-16	Yellow/Orange w/ Some Light Gray Clay	49.0	109	50	-0.02
B-163	19.5-21	Lt Gray/Yellow/Orange Sandy Clay, Trace Mica	21.5	45	20	0.06
B-163	24.5-26	Purple/Lt Gray Slightly Sandy Clay, Trace Mica	25.8	50	20	0.19
B-164	29.5-31	Lt Gray/Purple/Orange Clay	30.1	65	21	0.21
B-164	59.5-61	Lt Gray/Orange/Purple Slightly Sandy Silty Clay	70.7	49	19	1.72
B-164	64.5-65	Lt Gray/Orange/Purple Slightly Sandy Silty Clay	27.7	36	16	0.59
B-165	24.5-26	Lt Gray With Pockets of Yellow/Orange Clay	37.3	75	28	0.20
B-165	29.5-31	Lt Gray Sandy Clay w/ Pockets of Or Silty Sand	17.2	28	15	0.17
B-165	39.5-41	Light Gray Very Sandy Clay	23.0	48	15	0.24
B-166	14.5-16	Yellow/Orange Silty Clayey Fine Sand	20.0	37	22	-0.13
B-166	34.5-36	Light Gray/Purple Silty Clayey Sand	22.4	24	16	0.80
B-168	9.5-11	Orange/Tan/Red Sandy Clay	28.2	74	30	-0.04
B-168	14.5-16	Light Gray/Yellow/Purple Sandy Clay	24.4	31	15	0.59
B-168	24.5-26	Light Gray With Small Seams of Orange Clay	20.9	33	15	0.33
B-169	19.5-21	Light Gray/Orange Sandy Clay	20.7	36	17	0.19
B-169	24.5-26	Purple/Orange/Yellow Slightly Sandy Clay	25.4	45	19	0.25
B-169	29.5-31	Light Gray/Orange/Yellow Sandy Silty Clay	20.5	29	18	0.23
B-170	7 to 8.5	Orange/Red/Tan Sandy Clay	30.1	70	28	0.05
B-171	11-13	Light Gray & Red/Orange Sandy Clay	34.8	104	32	0.04
B-172	9.5-11	Orange/Yellow/Light Gray Clay	34.3	109	43	-0.13
B-172	24.5-26	Light Gray/Orange/Purple Clay	20.9	39	17	0.18
B-172	39.5-41	Orange/Tan Slightly Sandy Clay	26.6	45	22	0.20
B-173	2-3.5	Red/Orange/Tan Clay	29.1	95	35	-0.10
B-175	4.5-6	Orange/Yellow/Purple Clay to Sandy Clay	29.6	82	33	-0.07
B-176	4.5- 6	Orange/Red/Tan Sandy Silty Clay	30.4	78	30	0.0
B-176	14.5-16	Orange/Yellow/Light Gray Slightly Sandy Clay	22.5	39	17	0.25
B-186	14.5-16	Light Gray/Light Orange Slightly Sandy Clay	NT	37	15	N/A
B-190	9.5-11	Gray w/ Pockets of Orange/Red Clay	NT	49	20	N/A
B-190	14.5-16	Gray w/ Pockets of Orange Clay	NT	46	19	N/A
B-192	7-8.5	Orange/Red/Light Gray Sandy Clay	NT	61	27	N/A
B-194A	18-20.5	Light Gray Slightly Sandy Clay	19.6	42	16	0.14
B-194A	28.5-31	Light Gray Clay	32.2	49	24	0.33
B-194	29.5-31	White/Orange Slightly Sandy Silty Clay	30.7	41	20	0.51
B-195	7-8.5	Gray w/ Pockets And Layers Of Or/Dark Or Clay	24.1	68	25	-0.02
B-195	59.5-61	Purple/Gray Clay	33.1	50	21	0.42
B-196	59.5-61	Purple/Lt Gray Mottled Clay w/ Small Sand Layers	27.3	51	19	0.26
B-199	54.5-56	Purple/Light Gray Silty Clay	31.5	55	25	0.22
B-199	59.5-60	Purple/Light Gray/Orange Clay	41.5	57	26	0.50
B-200A	8.5-11	Red/Light Gray Sandy Clay	23.5	48	19	0.16
B-200	59.5-61	Purple/White/Gray Clay	31.7	60	24	0.21
B-201	54.5-56	Purple/Light Gray/Orange Sandy Silty Clay	32.2	41	16	0.65





Most of the clay samples tested were relatively dry and near or below their Plastic Limit. About half of the clay samples tested had high plasticity, and about 40% of these samples had very high plasticity with Liquid Limits greater or equal to 75. We note that due to the samples being dry and very stiff for the most part, visually/manually differentiating between high and low plasticity was not practical without Atterberg Limits results, and the Atterberg Limits results did not indicate any pattern between the sample's description (i.e. color) and the sample's plasticity.

### 5.1 Unconfined Compression Test Results

Four unconfined compression tests were run on relatively undisturbed (Shelby tube) samples of clay in general accordance with ASTM D2166 to evaluate shear strength. The unconfined compression tests were run by compressing a free-standing specimen using an axial load applied at a constant strain rate until the specimen failed. The failure load, known as the unconfined compressive strength, and corresponding cohesion value of the clay samples tested are summarized in the following **Table #3**.

**Table #3: Unconfined Compression Test Results Summary**

Boring	Sample Depth (ft)	Sample Description	Unconfined Compressive Strength (psf)	Cohesion (psf)
B-116A	18-20	Light Gray/Purple Clay	3560	1780
B-116A	23.5-26	Light Gray Clay	2380	1190
B-127A	11.5-14	Light Gray/Red Sandy Clay	1900	950
B-163A	13.5-15.5	Orange/Yellow Clay	4230	2115

### 5.2 Consolidation Test Results

To evaluate the compressibility of selected Shelby tube samples of clay, three consolidation tests were run in general accordance with ASTM D2453. The clay samples were extruded from the Shelby tubes in our laboratory using a hydraulic ram, and the specimens were then sealed in wax and transported to Southern Earth Sciences, Inc. for consolidation testing to provide faster results since our machines were being utilized for swell testing. The test specimens were obtained by carefully pushing a beveled ring into the extruded sample. The ring and specimen were placed into a consolidation machine with a porous stone placed on the top and bottom of the specimen. The specimen was then loaded axially, and corresponding deflection readings were taken at specific increasing time increments for a minimum period of 24 hours. The load on the specimen was then doubled, deflection readings were taken, and the procedure was repeated until the desired limit of stress on the clay was reached. At all times during the test, the specimen was submerged in water. The results of the consolidation tests are shown in the consolidation test reports attached as **Figure #3**. The consolidation test results are summarized in the following **Table #4**. We estimated the in situ or in place current overburden soil pressure ( $P_o$ ) using the results of the borings and our experience with similar soils.

**Table #4: Consolidation Test Results Summary**

Boring	Sample Depth (ft)	Sample Description	Overburden Pressure, $P_o$ (Ton/ft <sup>2</sup> )	Preconsolidation Pressure $P_c$ , (Ton/ft <sup>2</sup> )	Compression Index, $C_c$	Specific Gravity, $G_s$
B-116A	18-20	Gray/Red/Tan Clay	1.2	3.9	0.33	2.59
B-116A	23.5-26	Gray w/ Yellow Clay	1.5	1.5	0.19	2.61
B-194A	28.5-31	Light Gray Clay	1.8	2.5	0.33	2.69



Based on the results of the consolidation tests, the B-116A, 18-20 foot sample and the B-194A sample appeared to be *overconsolidated* or desiccated. The B-116A, 23.5-26 foot sample appeared to be *normally consolidated*.

### 5.3 Swell Test Results

To determine the laboratory swell potential of selected clay samples obtained in the borings, we performed eight swell tests on undisturbed samples using test methods in ASTM D4546. The clay samples were extruded from the tubes using a hydraulic ram, and a beveled ring was pushed into the samples to obtain test specimens. The specimens were placed into a consolidation machine with a porous stone placed on top and bottom of each specimen. The specimens were then loaded axially to their estimated current overburden stresses.

The first two swell tests we ran were free swell tests where we reduced the stress on the samples from the approximate overburden stress to their estimated stress after cutting, and we then added water to the samples. The samples were allowed to free swell axially for 21 hours at which point we began slowly adding load to compress the samples back to their original height. Each load was added and deflections were recorded over a minimum of 60 minutes before doubling the load and repeating the process until the specimens were compressed back to their original height. The results of the first two free swell tests are attached as **Figure #4** and are summarized in the following **Table #5**.

**Table #5: Free Swell Test Results**

Boring	Sample Depth (ft)	Sample Description	Natural Moisture Content (%)	Liquid Limit	Plasticity Index	% Swell (21 hr)	Swell Pressure (psf)
B-171	11-13	Lt Gray & Red/Orange Sandy Clay	34.8	104	73	2.7	8,960
B-194A	18-20.5	Light Gray Slightly Sandy Clay	19.6	42	26	1.4	1,920

After running the first two swell tests, we ran modified swell tests to evaluate the swell potential when the samples were loaded to their estimated stress from the footings (from dead loads only) and from undercutting. We evaluated a 5-foot undercut and a 10-foot undercut. After loading the specimens to their approximate overburden stress, we then loaded them to the approximate stress for the different scenarios we were evaluating. Water was then added to these samples, and they were allowed to swell axially for 24 hours. The results of the modified swell tests are summarized in **Table #6**.

**Table #6: Modified Swell Test Results**

Boring	Sample Depth (ft)	Simulated Loading	Natural Moisture Content (%)	Liquid Limit	Plasticity Index	% Swell (24 hr)
B-163	13-15.5	Slab and Overburden Only	46.9	111	67	0.7
B-200	8.5-11	Slab and Overburden Only	23.5	48	30	1.6
B-171	11-13	Footing Only	30.4	104	73	0.06
B-171	11-13	10 Foot Undercut	34.3	104	73	0.75
B-116	18-20	5-Foot Undercut	33.0	64	41	1.3
B-116	18-20	10-Foot Undercut	33.0	64	41	0.36





The swell test results were consistent with published data and indicated a good correlation between Liquid Limit and swell potential (the higher the Liquid Limit, the higher the swell potential), except for the B-163 sample, which had the highest liquid limit and a relatively low % swell. This sample was yellow/orange clay similar with similar properties to a sample we tested for PD2 that had 5.9% swell after 24 hours. The difference in results may be due to the more recent specimen being more homogeneous (i.e no sand or fissures), and the water was not able to penetrate this sample significantly in 24 hours. Note that the footing loading was roughly double the 10-foot undercut loading. The test results indicated that placing weight on the specimens before adding water greatly reduced their swell potential, and the more weight on the sample, the less it swelled, which is the expected behavior.

## **6.0 DISCUSSION AND RECOMMENDATIONS**

### **6.1 Basis of Recommendations**

Recommendations provided herein are based on assumed and/or design information available at the time of this report, the subsurface conditions encountered in the test borings, the results of laboratory testing, commonly accepted Geotechnical Engineering principles and practices, and our experience with similar soil/groundwater conditions. Should the final project design information differ from the design information used in this report or should any soil conditions not discussed in this report be encountered during construction, our office should be notified and retained so that this report can be modified as needed.

Regardless of the care exercised in performing a Geotechnical Exploration, the possibility always exists that soil and/or groundwater conditions between the test borings will differ from those encountered at the specific boring locations. In addition, construction operations may alter the soil conditions. Therefore, it is recommended that a representative from Larry M. Jacobs & Associates, Inc. (LMJ) be involved throughout the construction phases addressed in this report. Furthermore, considering our familiarity with the project and subsurface conditions, the judgment and experience needed to properly execute the following recommendations, and the economic and liability benefits of keeping the Geotechnical Engineer of Record (GER) involved during construction, we recommend that LMJ be retained to provide construction testing services for this project.

### **6.2 General Summary**

The proposed buildings are planned to be cut into the hillside significantly and have high column loads. The borings encountered several concerns for this scenario including a significant amount of clay soils at planned cut depths and generally poorly draining, difficult to work soils. Additional concerns include perched water and erratic very loose/very soft soils. These concerns are generally discussed in the following paragraphs.

The clay soils are the biggest concern for this project. Most of the clay samples tested were very dry and half had high plasticity indicating high swell potential. Laboratory testing confirmed the high swell potential of these soils. In addition, the proposed cuts increase the swell potential for the upper high plasticity soils because this removes weight from them and makes them more likely to be wetted. The high swell potential of the clay soils is a major concern for the proposed structures, especially the ground floor slabs. Softer clay soils are a potential settlement concern and are a bearing concern for shallow foundations. In addition, clay soils make poor backfill for



utility installation and other excavations, and high plasticity clay soils are not suitable for fill in structural or roadway areas.

Because the soils encountered in the borings are poorly draining, the proposed cuts will essentially create a “bathtub” that will hold water if not drained properly. In addition, any excavations for this project have the potential to encounter perched water seepage, which is a concern for construction and for below grade portions of the structures. Below grade portions of the structures will require waterproofing and some type of perimeter drainage system. Drainage is a major concern for construction because most of the soils encountered at the bottom of the planned excavation were clayey sand or clay, which are softened when wet (in addition to the high plasticity clay soils having the potential to swell significantly when wet). In addition, the soils encountered in the borings are difficult to dry and are practically unworkable when wet. Therefore, drainage is the biggest concern for earthwork.

### **6.3 General Comments on Foundations**

Several foundation options for the proposed buildings were discussed and considered with the design team and contractor including undercutting and using footings or supporting the structures off grade on piles. Supporting the proposed structures off grade on piles would allow ground movements from the expansive clays to occur without placing excessive stresses on the structure. However, the borings encountered several concerns for piles including very stiff soils and iron rock, which would be a concern for installing driven piles; but the biggest concern for piles is the erratic underlying very loose/soft soils that are a settlement concern for any type of pile foundation. Due to these erratic poor soils at pile embedment depths, a significant amount of additional exploration including borings/cone soundings would be needed to determine accurate pile tip elevations, and pile tip elevations could vary for each pile cap. Because the first floor slab would need to be a structural slab supported off grade when using piles, we understand that this option would carry substantial additional cost and time for construction.

The team determined that supporting the buildings on footings with undercutting appeared to be the best option for economic, schedule, and ease of construction reasons. The borings encountered firm soils at anticipated footing levels for the most part, but some erratic very loose soils were encountered that are a settlement concern for footings. In addition, the results of the borings and lab testing indicated that some of the clay soils are a bearing concern in addition to the swell concern. Therefore, using footings for this project will require undercutting the very loose soils and softer clay soils that are a bearing concern as well as a portion of the clay soils with high swell potential. Backfilling the undercut soils with low permeability soils will also provide an effective moisture barrier over deeper swelling soils left in place. A perimeter underdrain system will be needed to keep moisture out of the excavation/backfill and facilitate placement and compaction of the backfill. The following sections provide our recommendations for site preparation, fill placement, quality control, and foundation and retaining wall design.

### **6.4 Site Preparation Recommendations**

The existing buildings and roadways and any utilities or foundations associated with these buildings/roadways need to be demolished and completely removed from the site. Utility pipes that are not removed should be grouted full. Note that an existing underdrain system was reportedly present near Building 7, and any underdrain systems should also be completely



removed. The existing trees, vegetation, major root systems, and topsoil in the building areas should be cleared and stripped. Topsoil can be stockpiled for reuse in landscaped areas.

#### **6.4.1 Excavation Recommendations**

All excavations should be made at a safe slope (1.5H:1V minimum) or the contractor will need to maintain sheeting, shoring, and/or bracing as applicable. Note that significant rainfall events and flowing water (seepage forces) through the sides of excavations can destabilize open cuts, and surface water runoff, erosion, and groundwater seepage should be controlled for all excavations. The contractor is solely responsible for designing and constructing safe excavations as required to maintain stability during construction. All excavations should be constructed in accordance with the latest local, state, and federal safety regulations. The contractor should be prepared to encounter perched water in excavations and employ drains/dewatering as needed to control perched water. The iron rock layers encountered in the borings may be difficult to excavate through, which could be a concern for excavations.

#### **6.4.2 Drainage Recommendations**

We recommend installing a perimeter gravel blanket drain on the sides of the excavation slopes to intercept lateral seepage of perched water. The blanket drain should be a minimum of 18-inches thick. We recommend using #57 stone for the gravel, and a sample of the gravel should be provided to the geotechnical engineer for testing and approval prior to use onsite. We recommend installing an intermediate subdrain on the slope near the top of the clay layers to intercept perched water seepage. At the bottom of the gravel blanket drain, an underdrain pipe should be notched into the bottom of the excavation. Drainage pipes should be slotted pipes wrapped with filter fabric. We calculated an inflow rate for a perimeter drain based on the conditions encountered in the borings and our experience with similar soils. We recommend designing perimeter underdrains based on a flow rate of  **$3 \times 10^{-4}$  ft<sup>3</sup>/ft/sec.**

Good practice in underdrain design is to conservatively design the system and pipes to handle greater than anticipated water flows, and we recommend that all pipes be increased at least one pipe size to help allow for encountering erratic higher permeability soils. In the event that a spring/high flow condition is encountered in a drain installation, the contractor should contact the civil and geotechnical engineers so the flow can be evaluated, and additional drains and/or increased system capacity can be provided if needed to handle the unanticipated flow.

#### **6.4.3 Proof Rolling**

After clearing, stripping and excavating the site to the bottom of undercut elevation, the ground surface at the bottom of the undercut should be proof rolled with a loaded dump truck or equipment approved by the geotechnical engineer. Soils that rut or yield excessively during proof rolling should be evaluated by the geotechnical engineer, and softer soils may need to be undercut as directed by the geotechnical engineer or his representative and replaced with compacted structural fill as described in Section 6.4. Proof rolling should be performed during dry weather when the subgrade soils are not overly wet.

#### **6.4.4 Subgrade Moisture Control**

During wet weather periods, increases in soil moisture content can cause a significant reduction in the clay soil's strength and support capabilities. In addition, soils that become wet will likely be uncompactable and slow to dry, and this can significantly delay the progress of grading and



compaction activities. We recommend grading the site as soon as practical to run stormwater off of work areas, and the site should remain graded at all times during construction to not allow water to pond on work areas. The earthwork contractor will be responsible for maintaining positive drainage and an overall stable subgrade condition. Should the subgrade become wet, the earthwork contractor should be prepared to mitigate these conditions by repeated aeration with a disk or plow in place to reduce moisture content on good drying days. Persistent wet soils or deeper wet areas that are not likely to dry in place in a reasonable time frame could be dug up and spread out in thin layers and periodically turned or aerated to speed up drying, time and weather permitting.

If sufficient drying time and/or weather are not available, wet, uncompactable soils should be undercut down to firm underlying soils and replaced with compactable fill material placed near its optimum moisture content as described in the next section. If firm underlying soils are not present, typically 2-3 feet of undercutting and backfilling is required to “bridge over” loose soils, but the most efficient undercut depth should be determined in the field by the geotechnical engineer at the time of construction. Undercutting amounts may be greater during the wet season, whereas in drier weather, less undercutting may be necessary. Additional undercutting will likely be required if proper site grading, protection from surface water, and equipment traffic control are not maintained. At the end of each day, the contractor should weatherproof exposed subgrades and provide positive drainage for surface water flow. Construction traffic should be avoided where practical on wet subgrades as this can make pumping areas spread and worsen. We recommend obtaining unit rates for removal and replacement of uncompactable soils using imported fill and another rate for using onsite materials as backfill, and we recommend establishing a contingency budget for this purpose.

## 6.5 Fill Recommendations

Backfill for the undercut, and any fill needed to bring the buildings to design grade should be silty sand (SM), clayey/silty sand (SM/SC or SC/SM) or clayey sand (SC) soils free of significant organic content or other deleterious materials. All backfill for the undercut under the building should have a **minimum of 15% fines**. Excavated native silty sand (SM), clayey/silty sand (SM/SC or SC/SM), or clayey sand (SC) soils, free of significant organic content or other deleterious materials and non-plastic can be used as fill in the building area. We do not recommend using cleaner soils (with less than 15% fines) over the low permeability native soils because these materials will allow water to infiltrate into the fill and perch on the underlying low permeability native soils causing problems with footing and utility installation and with swelling clays. Native clay soils (CL and CH) are not suitable for fill in structural or roadway areas or behind retaining walls. Clay soils with a Liquid Limit less than 40 and a Plasticity Index of less than 25 can be used in non-structural areas, and it would be best to place these soils low in the fill and in areas where drainage is not a concern. The soils encountered in the borings would be best compacted using a large rubber tired roller.

All fill materials should be placed near their optimum moisture content (+/- 2%). Moisture conditioning of fill will be critical for this project, and the contractor should dedicate effort to disking, aerating, and drying wet soils efficiently and sealing stockpiled soils from the elements as well as practical. The client should consider structuring the contract to provide the contractor incentive for working the onsite materials.



Lift thickness will depend on the fill type and compaction equipment used. We anticipate lift thicknesses of 6-10 inches when using large compaction equipment and 6 inches when using hand-operated equipment. Fill should be benched vertically into the existing slopes on roughly 12-inch vertical intervals where appropriate. All fill and backfill for undercuts should be compacted to a minimum of 95% of the soil's maximum density as determined by the Modified Proctor Test (ASTM D1557). Backfill for excavations made in the building area, such as for the placement of utilities, should be placed and compacted in the same manner as fill.

## 6.6 Earthwork Quality Control Testing

We recommend running in place density tests to verify compaction on undercut backfill and additional fill in the building area at a minimum frequency of one test per 2,500 square feet on every 12-inch increment of fill placed. Compaction of backfill for utility excavations and backfill behind retaining walls should be tested on every 12-inch increment at a minimum frequency of 1 test per 75 linear feet.

Field monitoring and quality assurance testing are an extension of the geotechnical design. We recommend that LMJ be allowed to continue our involvement in the project through these phases of construction. All testing should be performed by a qualified engineering technician working under the direct supervision of a registered professional geotechnical engineer.

## 6.7 Building Undercut and Foundation Recommendations

We used the results of the borings and laboratory tests and the foundation plans with dead loads provided by the project's structural engineers to evaluate undercutting depths. In addition, our footing recommendations are based on a bottom of footing elevation of 83 feet for Deck 3 and 63 feet for Building 7 and the Amenities Building. Our recommended undercut depths for each building are summarized in the following **Table #7**.

**Table #7: Recommended Undercut Depths**

Building	Slab Elevation (ft)	Bottom of Footing Elevation (ft)	Undercut Elevation (ft)
Amenities	70	63	63
Building 7	70	63	57
Deck 3	89	83	74

The undercut depth for the amenities building was controlled by swelling soils, and the undercut depths for Building 7 and Deck 3 were controlled by settlement/bearing capacity, and these undercut depths were calculated to provide a minimum factor of safety of 3 against the calculated ultimate bearing capacity in the clay soils.

We estimated settlement of the footings based on the results of the borings and laboratory testing and the foundation plans with dead loads provided by the project's structural engineers. Our recommended allowable bearing pressures for each building and corresponding settlement and differential settlement estimates are summarized in the following **Table #8**.





**Table #8: Recommended Allowable Bearing Pressures and Estimated Settlements**

Building	Allowable Bearing Pressure (psf)	Maximum Settlement (in)	Max. Differential Settlement (in)
Amen.	3000	1	½
B7	3500	1	⅔
D3	3500	1½	1

The allowable bearing pressures and estimated settlements in the above table assume that the entire building footprints are excavated to the elevations shown in **Table #7** and that the undercut is backfilled in accordance with this report. The estimated settlements in the above table were controlled by the clay soils, and these settlements will be long term (months to years). Settlements from the sand soils immediately beneath the footings (including the undercut backfill) will occur as the buildings are being constructed and soon after first loading.

Ground floor slabs can be built on-grade on the compacted undercut backfill. We recommend providing a minimum of 4 inches of compacted open graded aggregate or clean sand under the slab to provide uniform support and to act as a capillary break. Care should be taken to prevent fines from contaminating this material. In addition, rainfall just prior to placement of concrete can result in trapped water in the capillary break, and this should be avoided. We recommend using a modulus of subgrade reaction (k) of 225 pci for the design of the floor slab.

## 6.8 Retaining Wall Recommendations

Retaining walls are planned along the north ends of the Amenities Building and Building 7 and around the southwest corner of Deck 3. Given the layback required to undercut the entire building footprints, retaining wall backfill should consist of fill material. Groundwater is not anticipated to impact the wall design, however, the soil conditions encountered in the borings are anticipated to trap or perch infiltrating stormwater on top of the medium dense clayey/silty sand soils and clay soils, and perched water should be considered in the design of the walls where applicable. We recommend placing a perimeter drain system behind the wall and at the bottom of the wall and providing a 1 foot sand drain down the back of the wall, capped off with 2 feet of the native low permeability silty/clayey sand soils to prevent direct infiltration of stormwater. The sand drain should be clean, medium to coarse sand with a minimum permeability of 40 feet/day when compacted to 100% of the Standard Proctor Density (ASTM D698) and no more than 3% fines. We recommend waterproofing all below grade walls.

The retaining walls should be designed to resist lateral earth pressures, hydrostatic pressures from perched water where applicable, and any adjacent surcharge loads exerted on the walls. Walls restrained at the top should be designed for “at rest” earth pressures. Walls that are free to deflect should be designed for “active” earth pressures. We recommend using the soil parameters in **Table #9** for the retaining wall design for compacted backfill assuming that the recommendations in this report are followed. The soils intended for use behind the walls should be reviewed and approved by the geotechnical engineer prior to placement.

**Table #9: Recommended Soil Parameters for Compacted Backfill**

Moist Unit Weight (pcf)	Buoyant Unit Weight (pcf)	Friction Angle (φ)	Coefficient of Active Pressure, K <sub>a</sub>	Coefficient of At-Rest Pressure, K <sub>o</sub>	Coefficient of Passive Pressure, K <sub>p</sub>
130	73	30	0.33	0.5	3.0

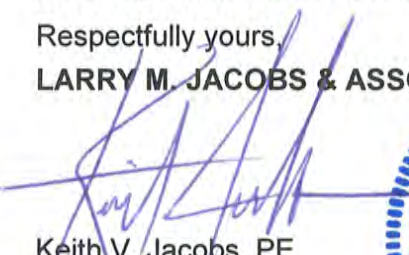


A coefficient of friction between concrete and soils of 0.5 is recommended (assuming compacted fill) to evaluate sliding.

We hope that this report provides sufficient information for your current requirements. If you have any questions or comments, please do not hesitate to call.

Respectfully yours,

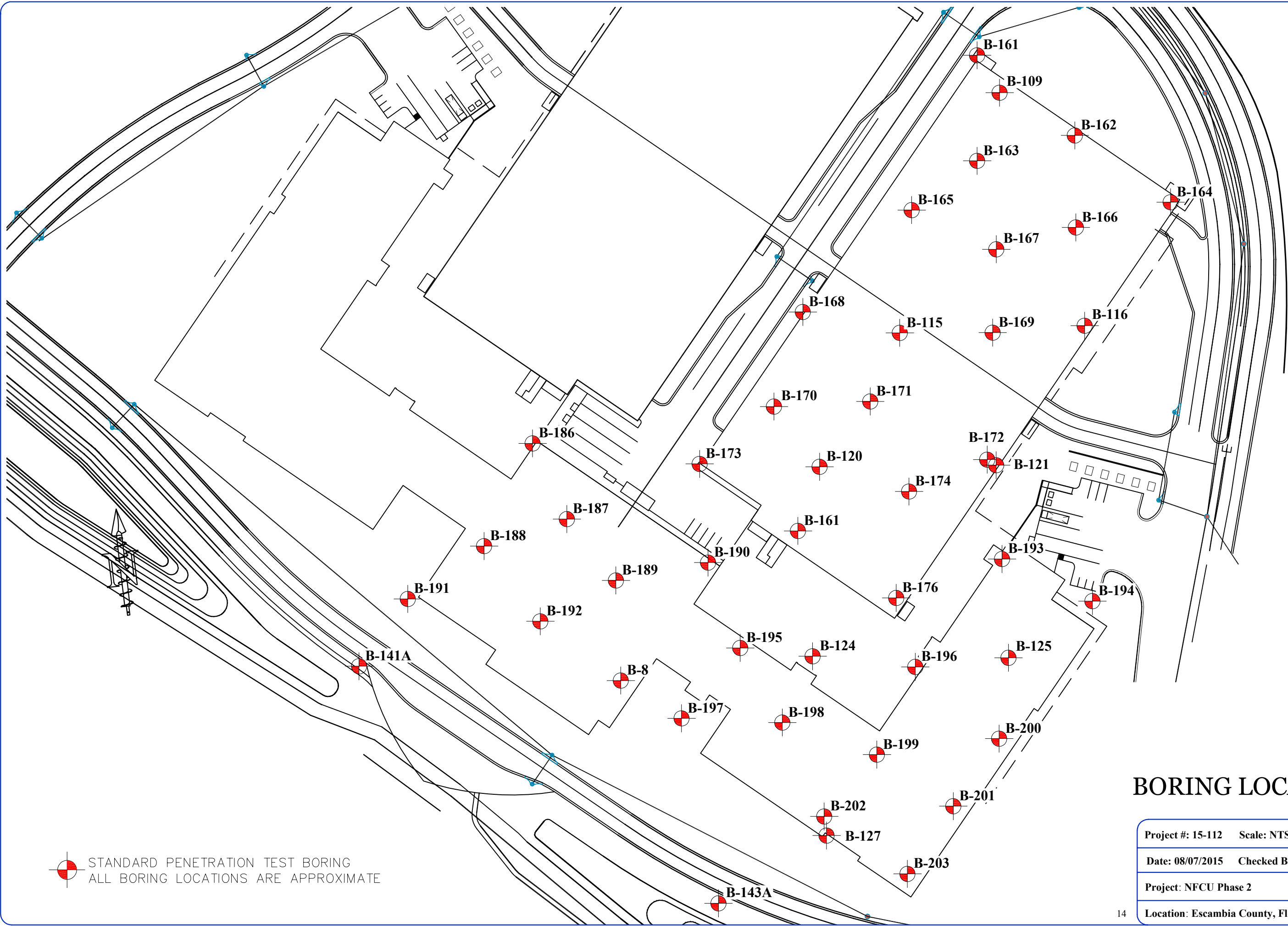
**LARRY M. JACOBS & ASSOCIATES, INC.**

  
Keith V. Jacobs, PE  
Principal Engineer  
Florida Reg. #66577




Attachments

- C: Mr. Glenn E. Cartledge, AIA LEED AP  
ASD  
Via email: [gcartledge@asdnet.com](mailto:gcartledge@asdnet.com)
- Mr. Alper Guclu  
Browder + LeGuizamon & Associates, Inc.  
Via email: [alper@blaengineers.com](mailto:alper@blaengineers.com)
- Mr. Martin Ocon, PE  
Browder + LeGuizamon & Associates, Inc.  
Via email: [martin@blaengineers.com](mailto:martin@blaengineers.com)
- Ms. Kim Aderholdt  
Navy Federal Credit Union  
Via email: [Kimberly-Aderholdt@navyfederal.org](mailto:Kimberly-Aderholdt@navyfederal.org)
- Mr. Mike Langston, PE  
Baskerville-Donovan, Inc.  
Via email: [mlangston@baskervilledonovan.com](mailto:mlangston@baskervilledonovan.com)











 STANDARD PENETRATION TEST BORING  
ALL BORING LOCATIONS ARE APPROXIMATE

## BORING LOCATION PLAN

Project #: 15-112	Scale: NTS	
Date: 08/07/2015	Checked By: KVJ	
Project: NFCU Phase 2		
Location: Escambia County, Florida		







BORING LOGS  
LEGEND

	SAND		SLIGHTLY SILTY SAND
	SILTY SAND		SILT
	CLAY		CLAYEY SAND
	PEAT		GRAVEL

GRANULAR MATERIALS	
SPT BLOWS/FOOT (N)	RELATIVE DENSITY
0-4	VERY LOOSE
5-10	LOOSE
11-30	MEDIUM DENSE
31-50	DENSE
GREATER THAN 50	VERY DENSE

SILTS AND CLAY	
SPT BLOWS/FOOT (N)	RELATIVE DENSITY
0-2	VERY SOFT
3-4	SOFT
5-8	MEDIUM STIFF
9-16	STIFF
17-32	VERY STIFF
GREATER THAN 32	HARD

GNE = GROUNDWATER NOT ENCOUNTERED AT TIME OF DRILLING  
N = STANDARD PENETRATION RESISTANCE IN BLOWS PER FOOT  
 = ENCOUNTERED GROUNDWATER LEVEL  
 = ENCOUNTERED PERCHED WATER LEVEL  
 = ESTIMATED BASED ON SAMPLE INSPECTION  
50/2" = NUMBER OF BLOWS REQUIRED (50) TO ADVANCE SPLIT SPOON SAMPLER A SPECIFIC DISTANCE (2) INCHES  
HW = SPLIT SPOON SAMPLER ADVANCED UNDER WEIGHT OF ROD AND HAMMER  
W = NATURAL MOISTURE CONTENT (%)  
-200 = FINES PASSING #200 SIEVE (%)  
LL = ATTERBERG LIMITS (%)  
LL=LIQUID LIMIT, PL=PLASTIC LIMIT  
LI = LIQUIDITY INDEX  
c = APPROXIMATE COHESION VALUE (PSF) BASED ON POCKET PENETROMETER READINGS  
K<sub>v</sub> = SATURATED VERTICAL HYDRAULIC CONDUCTIVITY (FT/DAY)  
γ<sub>d</sub> = DRY UNIT WEIGHT (pcf)  
 = SHELBY TUBE SAMPLE  
HA = HAND AUGER  
γ = ESTIMATED MOIST UNIT WEIGHT (PCF)  
φ = ESTIMATED ANGLE OF INTERNAL FRICTION (DEGREES)  
qu = UNCONFINED COMPRESSIVE STRENGTH (PSF)  
Gs = SPECIFIC GRAVITY

- NOTES:
- 1) SPT BORINGS PERFORMED IN GENERAL ACCORDANCE WITH ASTM D-1586
  - 2) SUBSURFACE CONDITIONS ARE AT BORING LOCATIONS AND ACTUAL CONDITIONS BETWEEN BORINGS MAY VARY
  - 3) ALL CLASSIFICATIONS ARE BASED ON VISUAL EXAMINATION UNLESS ACCOMPANIED BY LABORATORY TEST RESULTS
  - 4) BOUNDARIES BETWEEN SOIL LAYERS SHOULD BE CONSIDERED APPROXIMATE AS THE ACTUAL TRANSITION MAY BE GRADUAL
  - 5) DEPTH OF BORING IS BELOW EXISTING GRADE AT TIME OF DRILLING
  - 6) BORING ELEVATIONS ESTIMATED USING PROVIDED TOPOGRAPHIC SITE PLAN

Project #: 15-112


Date: 08/07/2015

Project: NFCU Phase 2 Expansion

Location: Escambia County, Florida

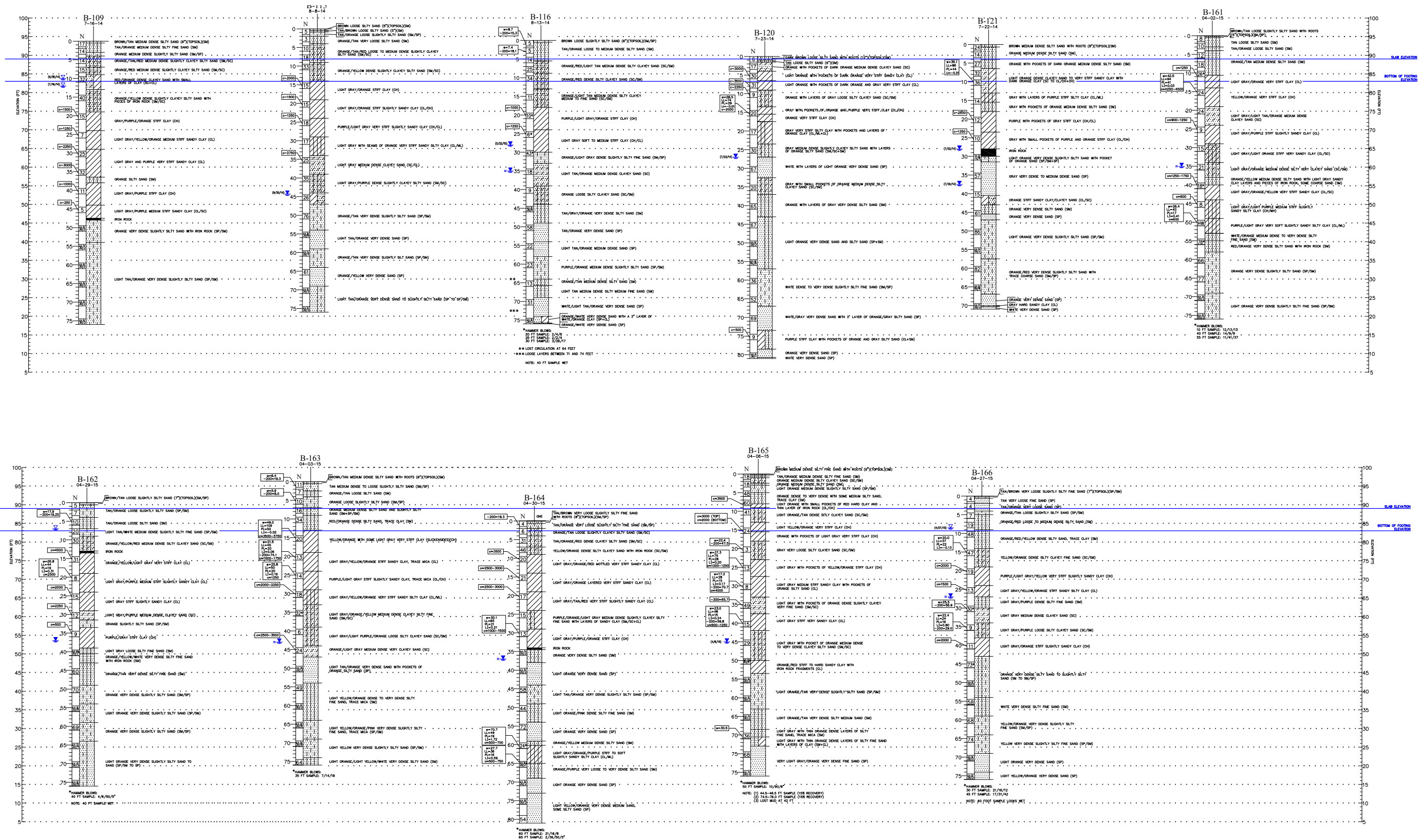
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Checked By: KVJ



BORING LOGS  
PARKING DECK 3

Figure #2



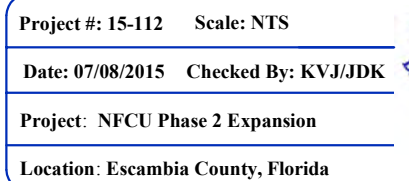
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Date: 07/08/2015 Checked By: KVJ/JDK

Project: NFCU Phase 2 Expansion

Location: Escambia County, Florida

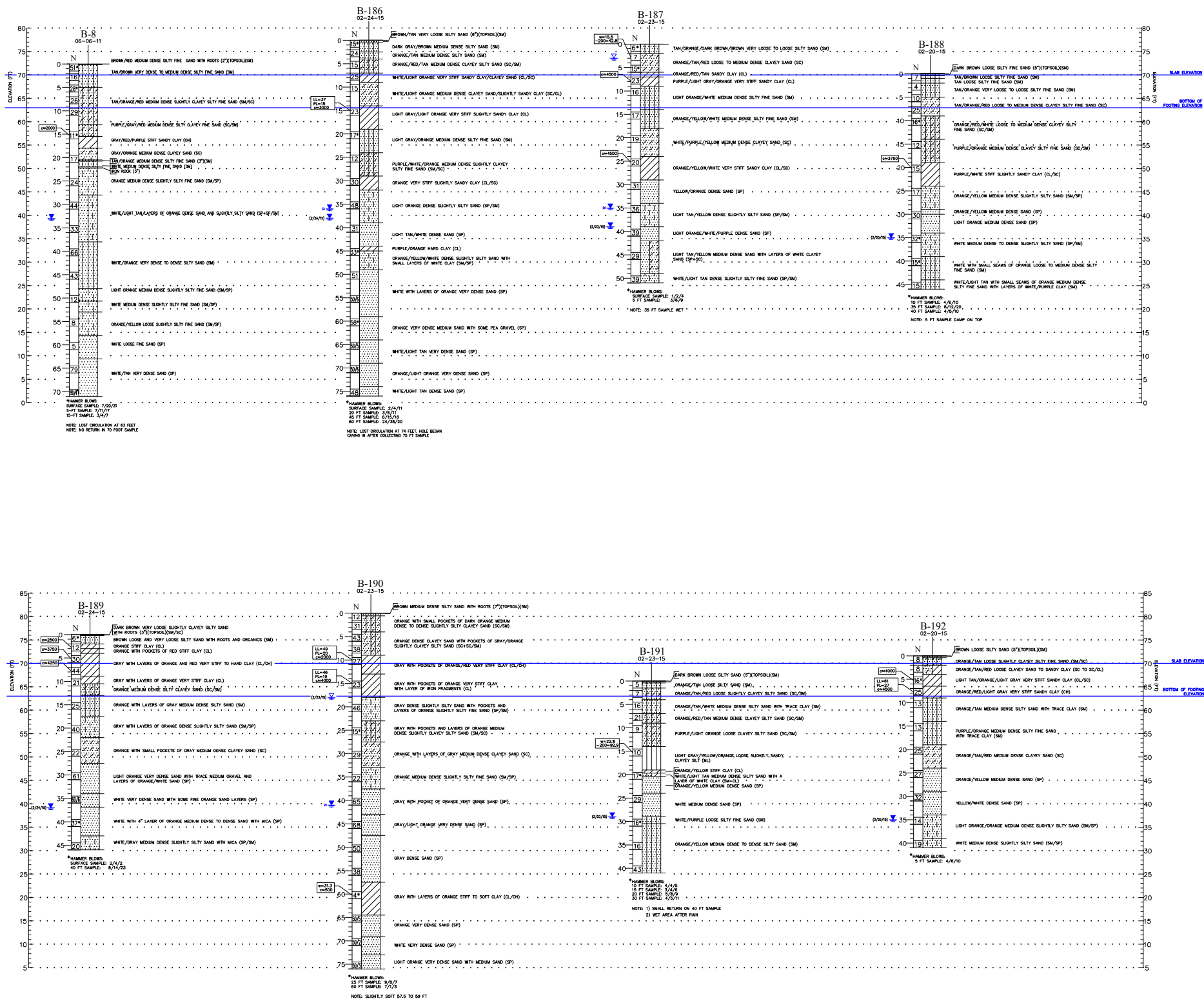




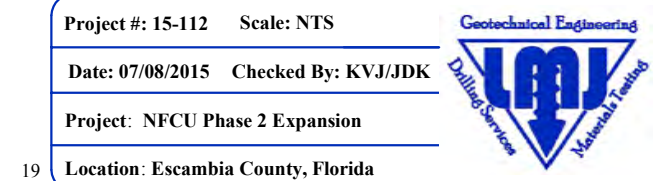


BORING LOGS  
AMENITIES BUILDING

Figure #2

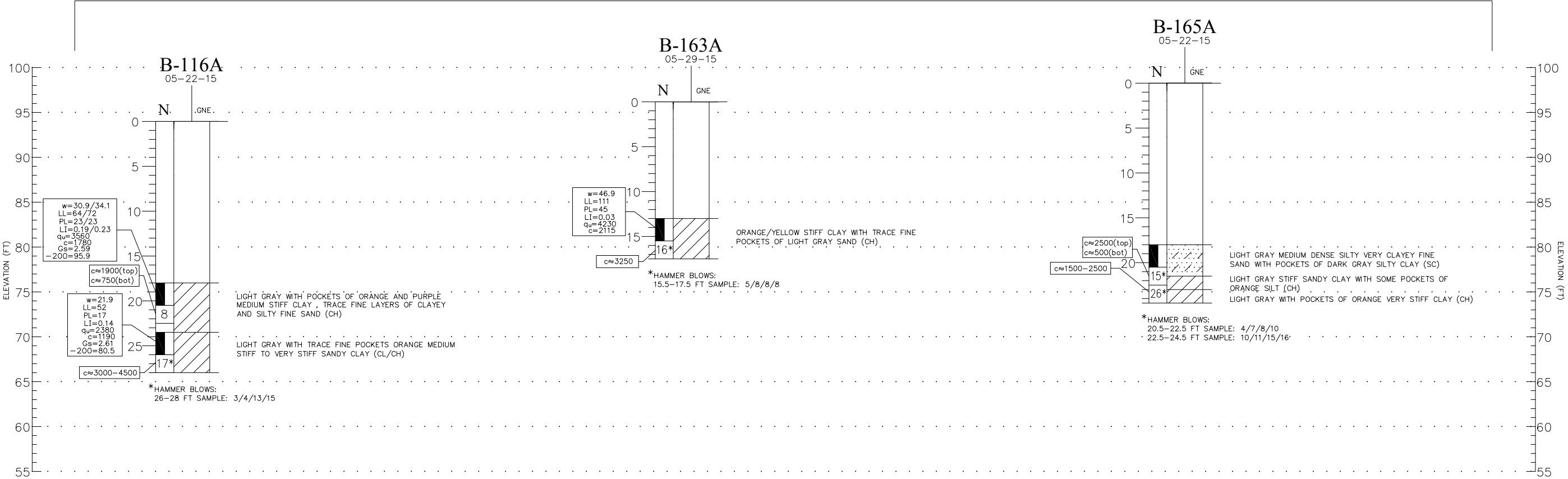


## figure



BORING LOGS

PARKING DECK 3



Project #: 15-112 Scale: NTS

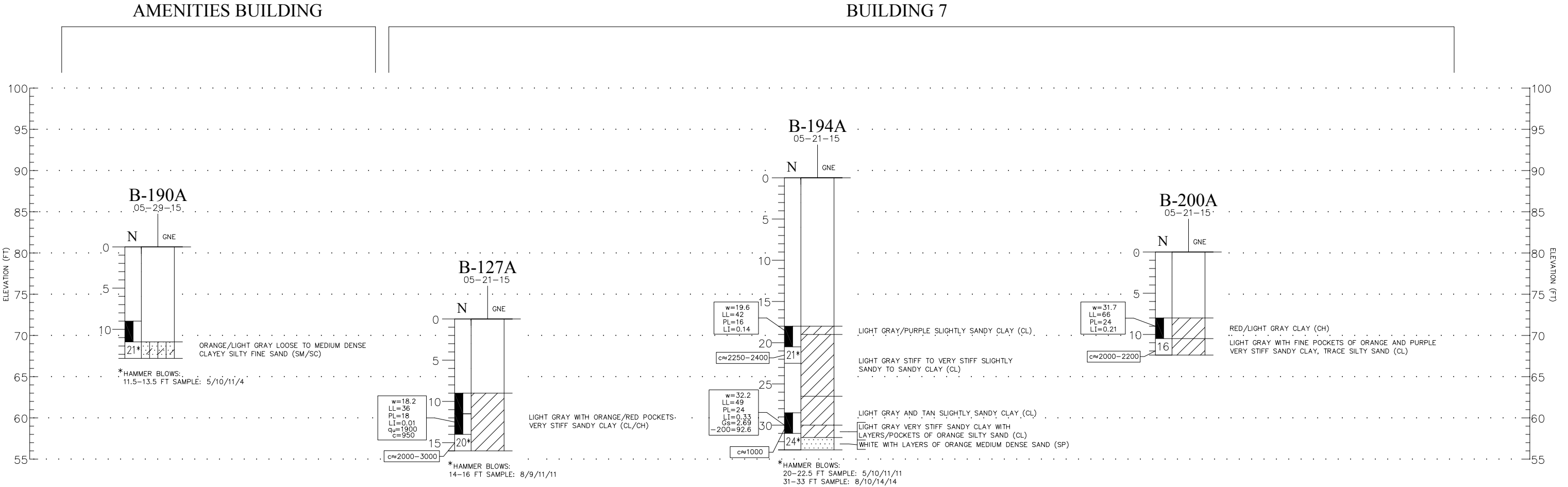
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Project: NFCU Phase 2 Expansion

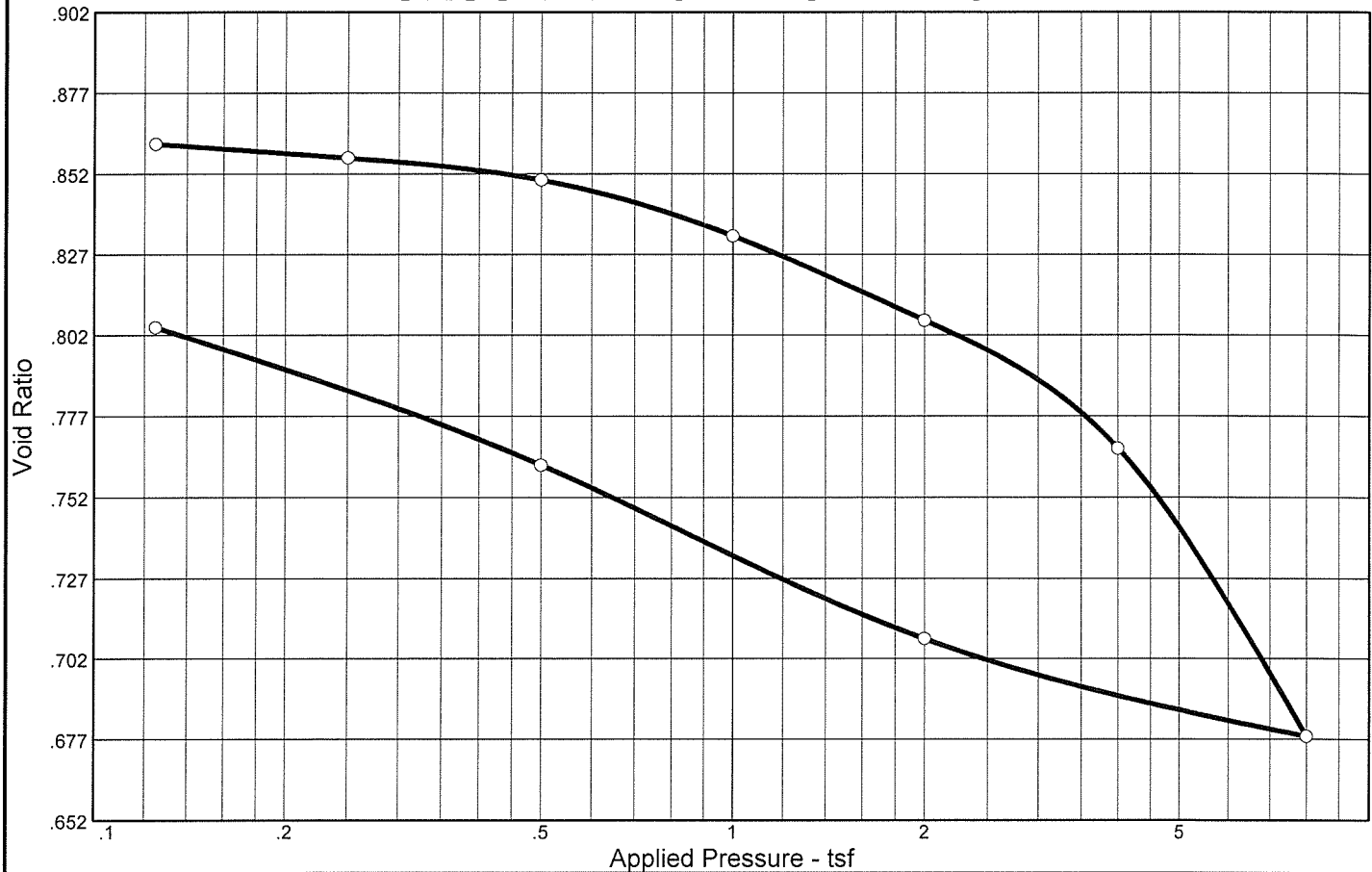
Location: Escambia County, Florida



BORING LOGS



# CONSOLIDATION TEST REPORT



Coefficients of Consolidation

No.	Load (tsf)	C <sub>v</sub> (in.2/min.)	No.	Load (tsf)	C <sub>v</sub> (in.2/min.)	No.	Load (tsf)	C <sub>v</sub> (in.2/min.)
2	0.25	0.145						
3	0.50	0.015						
4	1.00	0.012						
5	2.00	0.009						
6	4.00	0.015						
7	8.00	0.006						
8	2.00	0.009						
9	0.50	0.002						
10	0.13	0.001						

Natural		Dry Dens. (pcf)	LL	PI	Sp. Gr.	P <sub>c</sub> (tsf)	C <sub>c</sub>	Initial Void Ratio
Saturation	Moisture							
102.5 %	34.1 %	86.8	72	49	2.588	3.88	0.33	0.862

MATERIAL DESCRIPTION							USCS	AASHTO
GRAY RED TAN								A-7-6(54)

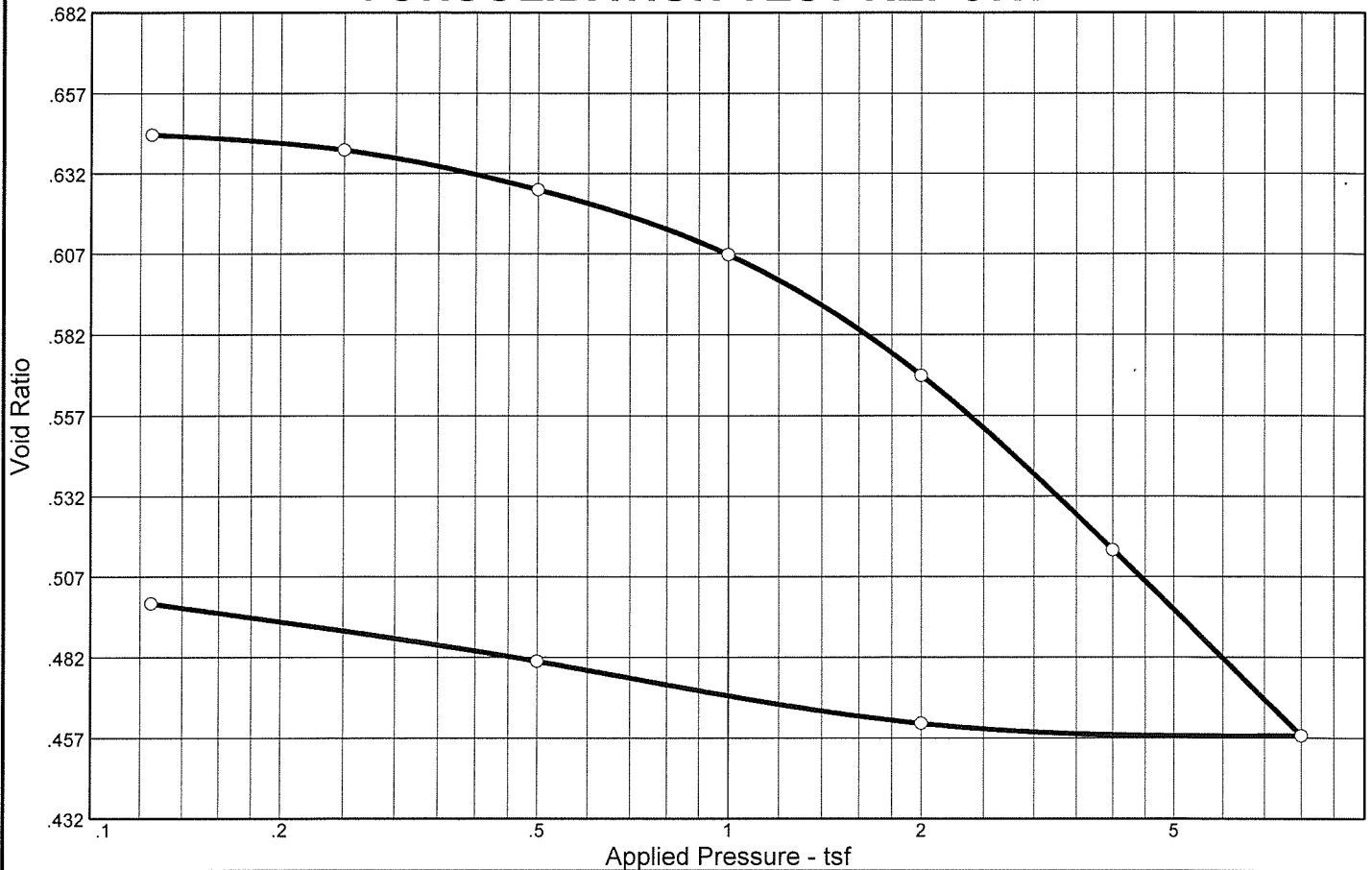
Project No. M15-170		Client: LARRY M. JACOBS & ASSOCIATES INC.	
Project: NFCU CONSOLIDATION TESTING			
Source:	Sample No.: B-116 A	Elev./Depth: 18.0-20.0	
CONSOLIDATION TEST REPORT			
SOUTHERN EARTH SCIENCES			

Remarks:
----------

Figure 3



# CONSOLIDATION TEST REPORT



Coefficients of Consolidation

No.	Load (tsf)	C <sub>v</sub> (in.2/min.)	No.	Load (tsf)	C <sub>v</sub> (in.2/min.)	No.	Load (tsf)	C <sub>v</sub> (in.2/min.)
1	0.13	0.047						
2	0.25	0.143						
3	0.50	0.071						
4	1.00	0.040						
5	2.00	0.020						
6	4.00	0.052						
7	8.00	0.016						
8	2.00	0.088						
9	0.50	0.007						
10	0.13	0.002						

Natural		Dry Dens. (pcf)	LL	PI	Sp. Gr.	P <sub>c</sub> (tsf)	C <sub>c</sub>	Initial Void Ratio
Saturation	Moisture							
88.2 %	21.9 %	99.0	52	35	2.610	1.46	0.19	0.647

MATERIAL DESCRIPTION							USCS	AASHTO
GRAY W/YELLOW								A-7-6(28)

**Project No.** M15-170      **Client:** LARRY M. JACOBS & ASSOCIATES INC.  
**Project:** NFCU CONSOLIDATION TESTING  
**Source:**                      **Sample No.:** B-116 A      **Elev./Depth:** 23.5-26.0

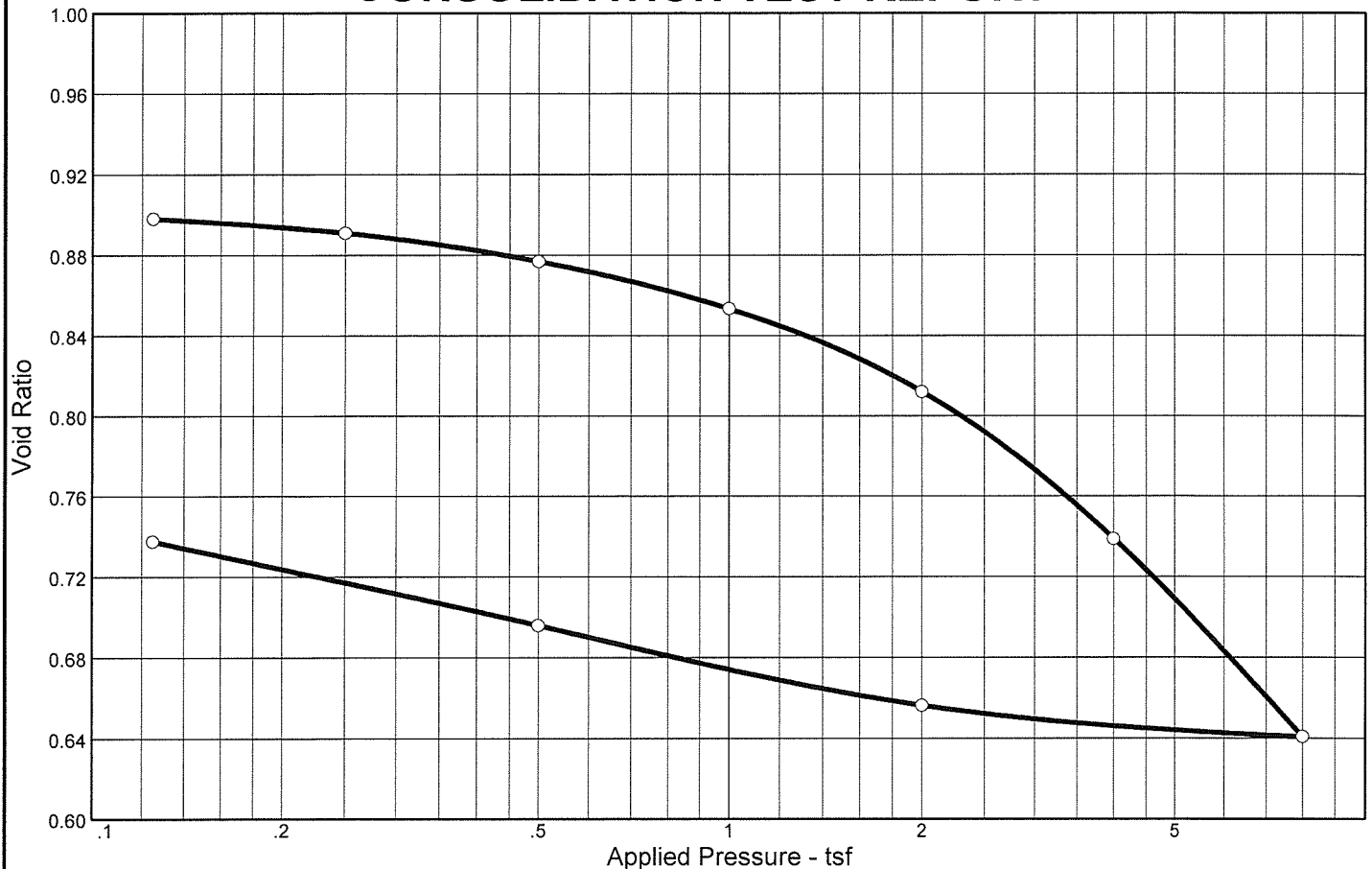
**Remarks:**

CONSOLIDATION TEST REPORT

## SOUTHERN EARTH SCIENCES

Figure 3

# CONSOLIDATION TEST REPORT



Coefficients of Consolidation

No.	Load (tsf)	C <sub>v</sub> (in.2/min.)	No.	Load (tsf)	C <sub>v</sub> (in.2/min.)	No.	Load (tsf)	C <sub>v</sub> (in.2/min.)
1	0.13	0.063						
2	0.25	0.044						
3	0.50	0.132						
4	1.00	0.044						
5	2.00	0.142						
6	4.00	0.046						
7	8.00	0.026						
8	2.00	0.154						
9	0.50	0.014						
10	0.13	0.005						

Natural		Dry Dens. (pcf)	LL	PI	Sp. Gr.	P <sub>c</sub> (tsf)	C <sub>c</sub>	Initial Void Ratio
Saturation	Moisture							
96.5 %	32.2 %	88.6	49	25	2.693	2.54	0.33	0.898

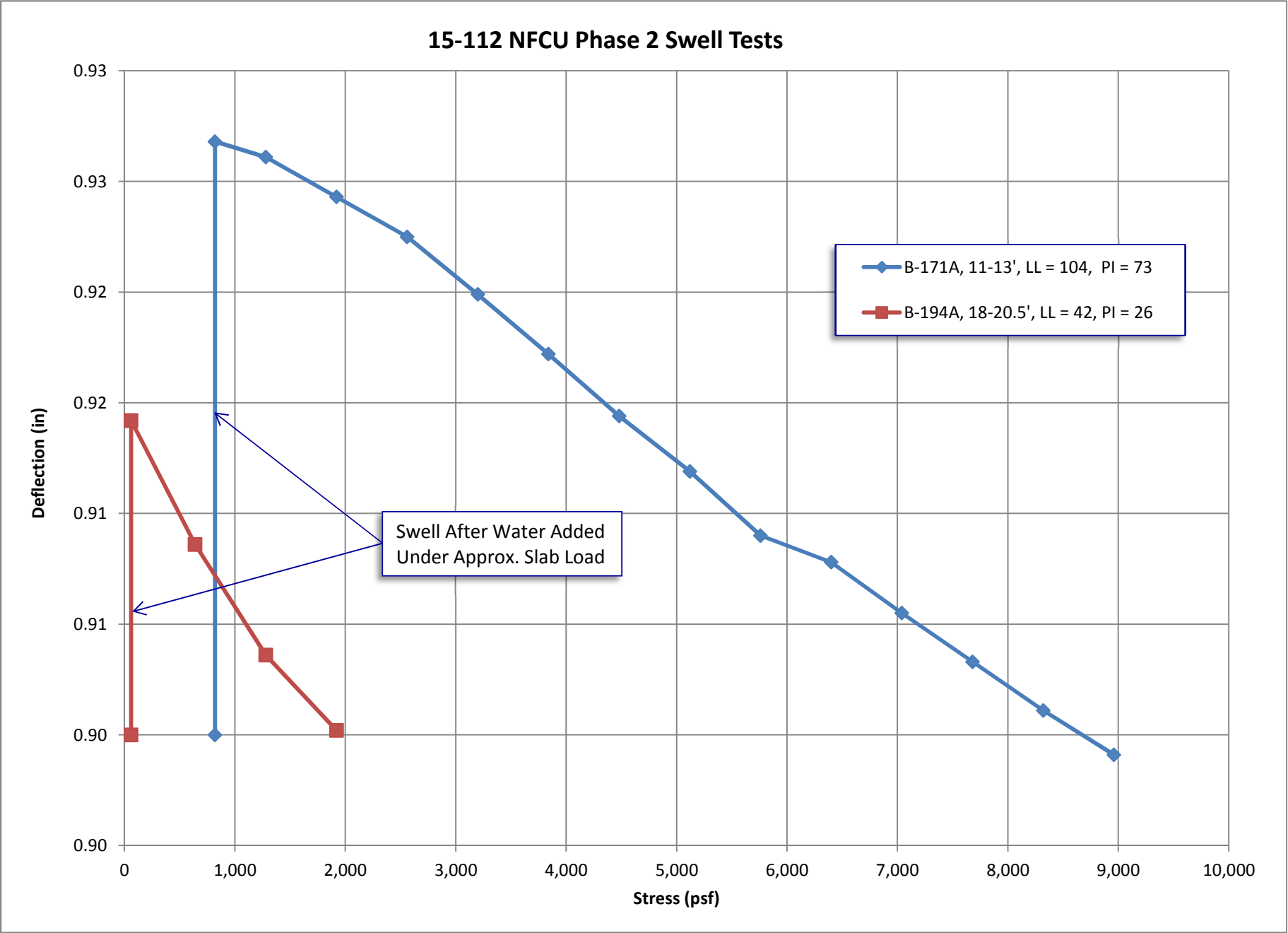
MATERIAL DESCRIPTION							USCS	AASHTO
LIGHT GRAY								A-7-6(26)

Project No. M15-170	Client: LARRY M. JACOBS & ASSOCIATES INC.
Project: NFCU CONSOLIDATION TESTING	
Source:	Sample No.: B-194 A      Elev./Depth: 28.5-31.0
CONSOLIDATION TEST REPORT	
SOUTHERN EARTH SCIENCES	

**Remarks:**

Figure 3

Figure #4



"

"

**Crr gpf k'z'C"**

**\*6'Rci gu+''**



# NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

## PERMIT FOR CONSTRUCTION OF A WELL

Permit #:	W201502711
Application #:	255610
Florida Unique ID:	
62-524 Quad #:	
Delineation #:	0
CUP/WUP Application #:	

Owner, Legal Name if Corporation: Navy Federal Credit Union

Owner Address: 5550 Heritage Oaks Drive , Pensacola, FL 32526

Telephone No.: 850-921-0616

Well Location: 5550 Heritage Oaks Drive, Pensacola 32526

Parcel ID: 041S311200000090

Lot:

Block:

Unit:

62 524:

Section/Township/Range: 4/01S/31W

County: Escambia

Subdivision:

Type of Work: Construction

Reason for Repair, Modification, Abandonment:

Number of Proposed Wells:1

Intended Use of Well(s): Monitor-Permanent

Distance from Septic System (ft.): N/A

Facility Description: Bank

Estimated Start Date: 06/02/2015

Estimated Well Depth (ft.): 60

Estimated Casing Depth (ft.): 50

Primary Casing Diameter (in.): 1

Production Interval Type: Screen

Production Interval From: 60 To: 50

Primary Casing Material: PVC

Secondary Casing Type:

Secondary Diameter (in.):

Secondary Casing Material:

Construction Method: Auger

Total No. of Existing Wells on Site: 2

No. of Existing Unused Wells on Site:

Is this well or any existing well or water withdrawal on the owner's contiguous property covered under a Consumptive/Water Use Permit (CUP/WUP) or CUP/WUP application? No

CUP/WUP No.:

District Well ID No.:

Latitude: 303216

Longitude: 872129

Data Obtained From: GIS

Datum: NAD83

Comments:

Proposed Grouting Interval:

Casing Type:	Primary	Grout From (ft.):	50	Grout To (ft.):	0	Seal Material:	Neat Cement
--------------	---------	-------------------	----	-----------------	---	----------------	-------------

Submitted by:

Sean Ryan  
3720 McClellan Road, Pensacola, FL 32503  
Telephone: 8504340846

Approval Granted By: *Robert Dwyer*

Application Received Date 05/26/2015

Issue Date: 05/26/2015

Expiration Date: 08/24/2015

Hydrologist Approval:

Exemption Requested: No

Payment(s) Received Receipt#: 12543 - Payment Amount: \$30

THIS PERMIT IS NOT VALID UNTIL A PERMIT NUMBER IS PRESENT IN THE BOX AT THE UPPER RIGHT CORNER OF THIS FORM. THIS PERMIT SHALL BE AVAILABLE AT THE WELL SITE DURING ALL CONSTRUCTION, REPAIR, MODIFICATION, OR ABANDONMENT ACTIVITIES. THIS PERMIT IS VALID FOR 90 DAYS FROM DATE OF ISSUE.



# Florida Well Completion Report Data

1. Permit Number W201502711 CUP/WUP Number \_\_\_\_\_ DIP \_\_\_\_\_ 62-524 Delineation No. \_\_\_\_\_  
2. Number of permitted wells constructed, repaired, or abandoned 1 Number of permitted wells not constructed, repaired, or abandoned \_\_\_\_\_  
3. Owner's Name Navy Federal Credit Union 4. Completion Date 06/04/2015 5. Florida Unique ID \_\_\_\_\_  
6. Well Location 5550 Heritage Oaks Drive, Beulah  
7. County Escambia Section 4 Land Grant \_\_\_\_\_ Township 01S Range 31W  
8. Latitude \_\_\_\_\_ Longitude \_\_\_\_\_  
9. Data Obtained From Google Maps Datum \_\_\_\_\_

10. Type of Work Construction  
11. Use of Well Monitor-Permanent

12. Drill Method Auger  
13. Measured Static Water Level 53.5 ft. Measured Pumping Water Level \_\_\_\_\_ ft. After \_\_\_\_\_ Hours at \_\_\_\_\_ GPM  
14. Measuring Point Ground surface Which is 0 ft. Above land surface Flowing \_\_\_\_\_  
15. Casing Material PVC  
16. Total Well Depth 59 ft. Cased Depth 49 ft.  
Production Interval(s)  
Screen : From 59 To 49 ft. Slot Size .01

## Grout Intervals (Sections 18 through 21)

18. Surface Casing Grout Interval : None Entered

19. Primary Casing Grout Interval(s) :

Diameter (in.)	From (ft.)	To (ft.)	Number of Bags	Grout Material
1	47	0	3	Neat Cement
1	49	47	1	Bentonite

20. Liner Casing Grout Interval : None Entered

21. Telescope Casing Grout Interval : None Entered

22. Pump Type : \_\_\_\_\_ 23. Chemical Analysis :  
Horsepower \_\_\_\_\_ Pump Capacity (GPM) \_\_\_\_\_ Iron \_\_\_\_\_ ppm Sulfate \_\_\_\_\_ ppm Chloride \_\_\_\_\_ ppm  
Pump Depth \_\_\_\_\_ ft. Intake Depth \_\_\_\_\_ ft.

## DRILL CUTTINGS LOG (Examine cuttings every 20 ft. or at formation changes. Note cavities and depth to producing zone.)

From 47 ft. To 0 ft. Color Orange Grain Size Fine Material Clay  
From 59 ft. To 47 ft. Color Light Gray Grain Size Fine Material Sand

Comments We called this well PZ-193. Google Maps Latitude: 30.540503 Longitude:-87.350365

24. Water Well Contractor :

The Licensed Contractor has certified the information presented in this form is accurate and true upon submitting the information to the District using the on-line completion report forms.

Driller Name : Sean Joseph Ryan

Contractor Name : Sean Ryan

License No.: 3235

Contractor Address : 3720 McClellan Road

Submitted By : Telephone: 8504340846

Email Address :sjryan1128@gmail.com

Submittal Date :06/09/2015 02:15 PM

**Supplemental Casing Information (Permit Number : W201502711 )**  
**(Sections 18 through 21, Florida Well Completion Report)**

18. Surface Casing Diameter and Depth : None Entered

19. Primary Casing Diameter and Depth :

Diameter (in.)	From (ft.)	To (ft.)	Casing Material
1	49	0	PVC

20. Liner Casing Diameter and Depth : None Entered

21. Telescope Casing Diameter and Depth : None Entered



September 4, 2015

File #15-112

**Report of Geotechnical Exploration  
Navy Federal Credit Union Phase 2 Expansion:  
Building 8 and Parking Deck 4  
Escambia County, Florida**

FOR: Navy Federal Credit Union  
c/o Mr. Colin Haynes  
Jones Lang LaSalle Americas, Inc.  
1801 K Street, NW Suite 1000  
Washington, DC 20006

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## 1.0 INTRODUCTION

This report forwards the results of our geotechnical exploration for the proposed **Navy Federal Credit Union Phase 2 Expansion: Building 8 and Deck 4** in Escambia County, Florida. The purpose of this exploration was to determine the general subsurface conditions in the proposed building areas and use this information to provide recommendations for earthwork, foundation design, and retaining wall design. Our exploration consisted of site visits by our engineering staff, thirty-eight Standard Penetration Test (SPT) borings, three piezometers, classification of the samples obtained in the field, laboratory testing of selected samples, and analysis by our engineering staff.

## 2.0 SITE AND STRUCTURAL CONDITIONS

The site is located on the NFCU property north of the lake and south of the Florida Welcome Center on I-10 in Escambia County, Florida. Based on the provided survey, the site slopes from the north at an elevation of roughly 109 feet at the northwest corner of Deck 4 dropping down to the south to roughly 70 feet at the southeast end of Building 8. At the time of drilling, the proposed building areas were grassed with scattered oak trees and stockpiles of soil, debris and materials for the Phase 1 construction. An asphalt roadway ran through the southeast corner of the Deck 4 area that transitioned to a dirt road running through the northwest corner of the deck. Standing water was observed on portions of the south end of Building 8 after rainfall events.

We understand that Building 8 is planned west of the Amenities Building, and Parking Deck 4 is planned to the north of Building 8 and the Amenities Building. Building 8 is planned to be a 6-story concrete and steel “L” shaped structure approximately 380 feet east/west and north/south. Deck 4 is planned to be a 6-story precast concrete structure approximately 270x550-feet. Building 8 and Deck 4 are planned to be mirror images of Building 7 and Deck 3 respectively. The finished floor elevation of Building 8 is planned at 72 feet with a raised access floor and a slab-on-grade at an elevation of roughly 70 feet. Deck 4 has a planned finished floor elevation of 89 feet. Some fill is planned on the south end of Deck 4, and significant cutting is anticipated on the north ends of both proposed structures. Retaining walls are planned along the north and northwest ends of Building 8 and around the southeast corner of Deck 4. Maximum anticipated column loads for Building 8 and Parking Deck 4 are 2,510 and 2,150 kips respectively. If this information changes or is incorrect, the geotechnical engineer should be notified, and changes to our recommendations may be needed.

## 3.0 SUBSURFACE EXPLORATION

Our exploration included thirty-eight Standard Penetration Test (SPT) borings drilled to a depth of 60-81 feet below grade at the time of drilling. Ten of these borings were drilled for our preliminary explorations in 2011 and 2014. The SPT consists of driving a 2-inch diameter split spoon sampler into the ground using a 140-pound hammer dropped 30 inches. The number of blows required to drive the sampler one foot after seating it six inches is referred to as the blow count or “N” value and is considered a measure of relative soil density. “N” values can be found in **Figure #2** adjacent to the soil descriptions. The borings were drilled in general accordance with ASTM D1586 using truck mounted drill rigs. The borings were advanced between sampling using solid stem flight auger or 2¼-inch diameter hollow stem auger in the upper portion of the borings, and the lower part of the borings was drilled using the “mud” jetting technique and a Bentonite drilling fluid. Five SPT samples were taken in the top 11 feet and the borings were sampled at five-foot intervals thereafter. Each sample was removed from the sampler, classified



in the field by the driller, and packaged for visual classification by our engineering staff and for laboratory testing. Two borings (B-5 and B-107) were advanced in the upper 4.5 feet by probing and hand augering due to utility concerns. Boring B-158 was located on top of a large soil stockpile, and the upper 14.5 feet of this boring (the stockpiled fill) was not sampled. Boring B-151 could not be advanced beyond 60 feet due to iron rock after attempting to drill through the rock for two hours. We note that about a third of the borings lost drilling mud circulation at depths of 35-72 feet. Three Shelby tube or relatively undisturbed samples of clay were collected from the borings for laboratory testing.

## **4.0 SUBSURFACE CONDITIONS**

Boring locations are shown in the attached **Figure #1** and should be considered approximate. The borings were located in the field and the ground elevations of the borings were provided by the project's surveyor. After drilling began, the buildings shifted slightly to the south, and the three borings located along the north end of Deck 4 (B-146, B-147 and B-149) were offset from their staked locations in the field. The subsurface conditions encountered in the borings are shown in **Figure #2** (5 Sheets), and descriptions of the soils encountered are accompanied by their Unified Classification symbol (SP, SM, etc.) based on a visual examination unless accompanied by laboratory results. Boundaries between soil layers and soil depths should be considered approximate, since the actual transition between soil layers may be gradual. Following is a generalized summary of the subsurface conditions encountered in the borings. A detailed description of the conditions encountered in the borings can be found on **Figure #2**.

### **4.1 Soil Conditions**

The borings generally encountered 4-12 inches of topsoil over orange/tan/red slightly silty sand, silty sand and clayey silty sand to 4-19 feet below existing grade. The soils in the upper 4-19 feet were generally loose and medium dense with some dense to very dense zones and a few very loose zones. Thereafter, gray/orange/purple soft to very stiff sandy clay, clay and silty clay with some silty/clayey sand layers was encountered to 23.5-63 feet in the Deck 4 borings. This clay layer was very soft in a few borings (B-147, B-148 and B-151) drilled at the north end of Deck 4. For most of Building 8, this clay layer was encountered from 9-34 feet and was medium stiff to very stiff. Four borings drilled at the south end of Building 8 (B-6 and B-182 thru B-184) did not encounter the clay layer, and these borings encountered predominantly medium dense silty/clayey sand at this depth. Under the clay layer, the borings encountered erratic conditions that consisted of orange and gray to light gray predominantly silty/clayey sand with some sand to slightly silty sand that varied in density from very loose to very dense to depths of 33-69 feet. The borings continued with white and light tan/orange very dense sand and slightly silty sand with some erratic layers of gray medium stiff to stiff clay and very loose to medium dense silty and clayey sand to the bottom of the borings at 60-81 feet. About half of the borings encountered iron rock fragments or layers mostly near the top and/or bottom of clay layers at depths of 4 to 65.5 feet.

### **4.2 Groundwater Conditions**

Determining accurate groundwater levels in the soils on this project is not practical without piezometers. Groundwater levels recorded by the driller are indicated on the boring logs accompanied by the date of reading. We attempted to record stabilized water levels in the boreholes 24 hours or longer after drilling, and these levels are indicated on the boring logs where recorded; however, most often, the borings had caved in at a shallow depth due to



perched water or construction activity. Estimated groundwater levels are also indicated on the boring logs, and these levels were estimated based on a visual evaluation of the samples and/or by using levels from nearby borings. We suspect that the groundwater levels recorded in the boreholes and the estimated groundwater levels are perched groundwater for the most part because the groundwater levels in the piezometers were lower. Groundwater depths recorded by the driller ranged from 20-68 feet below grade at the time of drilling corresponding to estimated groundwater elevations of 35-66 feet.

We installed a piezometer near boring B-177 (PZ-177) and two piezometers near boring B-148 (PZ-148 and PZ-148A) to determine accurate groundwater levels at these locations. The piezometers were installed to depths of 35-75 feet below existing grade and consisted of 1-inch diameter Schedule 40 PVC casing with 10-15 feet of slotted screen on the bottom and a 3-foot riser. A sand pack was placed around the screen, a bentonite seal was placed above the sand pack, and the remaining annulus was filled with neat cement. The wells were finished with a steel protective casing, concrete pad and concrete bollards. Copies of the Northwest Florida Water Management District permits and completion cards for the piezometers are included in **Appendix A**. Three other piezometers were previously installed on the site, two south of the building areas in SPT borings B-141A and B-143A and one near the north end of Building 7 (PZ-193). The groundwater data from the piezometers is summarized in the following **Table #1**.

**Table #1: Piezometer Groundwater Summary**

Boring	Ground Elevation (ft)	Groundwater Depth (ft)	Groundwater Elevation (ft)	Date of Reading
B-141A	64.5	25.5	39	4.1.15
B-143A	66.5	26.5	40	4.1.15
PZ-148	106	68	38	9.3.15
PZ-148A	106	13	93	9.3.15
PZ-177	90*	57.5	32.5	9.3.15
PZ-193	89.5	53.5	36	6.4.15

\*Estimated from Survey

We nested two wells near B-148 (PZ-148 and PZ-148A) to evaluate perched water and groundwater levels. The level in PZ-148A is a perched water level, and the level in PZ-148 is the groundwater level. Groundwater levels will vary with the amount of local rainfall and changes in site drainage characteristics and may be different at other times. Perched water was encountered in a third of the borings at depths of 2-20 feet below grade at the time of drilling. Perched water should be anticipated at or above silty/clayey sand and clay soils overlain by looser soils or soils with less fines (i.e. slightly silty and silty sand) following rainfall.

## 5.0 LABORATORY TEST RESULTS

Laboratory testing for this project consisted of strength testing and compressibility testing on the Shelby tube samples of clay. Basic properties tests including #200 sieve washes, natural moisture content and Atterberg limits were also run on selected split spoon samples to evaluate and document basic properties and to assist in soil classification and engineering analysis. A pocket penetrometer was used to approximate the cohesion of the clay samples. The results of the basic laboratory tests and pocket penetrometer readings are shown on the logs of boring (**Figure #2**) adjacent to the samples tested. The results of the Atterberg limits tests are summarized in the following **Table #2**.



**Table #2: Atterberg Limits Test Results Summary**

Boring	Sample Depth (ft)	Sample Description	Natural Moisture Content (%)	Liquid Limit	Plastic Limit	Liquidity Index
B-146	19.5-20.5	Purple/Yellow/Orange Slightly Sandy Clay	44.1	81	25	0.34
B-146	24.5-26	Gray Clay	45.4	77	15	0.49
B-146	29.5-31	Gray Clay	59.8	104	25	0.44
B-146	34.5-36	Gray Sandy Clay	24.8	40	14	0.42
B-146	39.5-41	Orange/Gray Slightly Sandy Clay	37.4	69	24	0.30
B-146	44.5-46	Lt Gray/Orange Clay	25.8	31	18	0.60
B-146	49.5-50	Lt Gray/Orange/Yellow Sandy Clay	48.9	73	12	0.60
B-146	54.5-56	Lt Gray Silty Clay	18.3	27	20	-0.24
B-148	19.5-20.5	Orange/Light Gray/Purple Sandy Clay	28.9	56	30	-0.04
B-148	20.5-21	Gray Clay	53.9	75	27	0.56
B-148	24.5-26	Gray Clay	60.3	87	26	0.56
B-148	34.5-36	Yellow/Orange Clay	38.5	70	31	0.19
B-148A	22-24.5	Gray Clay	57.4	87	25	0.52
B-148A	24.5-26.5	Gray w/ Yellow Clay	58.7	70	23	0.76
B-149	19.5-21	Purple/Light Gray Clay	26.4	50	20	0.21
B-149	24.5-26	Light Gray Clayey Slightly Sandy Silty Clay	25.7	47	20	0.21
B-149	29.5-31	Lt Gray/Orange/Yellow s/ Sandy Silty Clay	29.1	45	17	0.43
B-149	49.5-51	Very Light Gray/Purple Silty Clay	45.1	79	24	0.38
B-151	19.5-21	Very Light Gray Clay	49.9	82	29	0.39
B-151	24.5-26	Gray Clay	18.3	31	13	0.29
B-151	29.5-31	Light Gray Clay	37.5	69	24	0.3
B-152	19.5-21	Orange/Light Gray Clay	49	99	29	0.29
B-152	24.5-26	Gray Very Sandy Silty Clay	28.3	27	15	1.11
B-152	29.5-31	Light Gray/Purple Clay	37.7	86	23	0.23
B-152	34.5-36	Gray/Purple Very Sandy Clayey Silt	25	29	14	0.73
B-152	39.5-41	Light Gray Sandy Clay	19	27	17	0.2
B-153	29.5-31	Light Gray/Yellow Sandy Clay	23.9	39	16	0.34
B-154	9.5-11	Orange w/ Pockets of Gray Clay	42.3	103	35	0.11
B-154	14.5-16	Gray w/ Layers of Orange/Red Clay	31.1	56	20	0.31
B-154	19.5-21	gray silty clay	32.1	44	15	0.59
B-155	19.5-21	Orange Clay	24.8	44	21	0.17
B-156	14.5-16	Light Gray/Orange Clay	41	90	43	-0.04
B-156	19.5-21	Gray Very Sandy Silty Clay	24.8	28	16	0.73
B-157	19.5-21	Gray w/ Pockets of Orange Silty Clay	23.2	34	15	0.43
B-158	29.5-31	Gray/Tan w/ Pockets of Orange Clay	21.9	35	17	0.27
B-158	49.5-51	Gray Silty Clay	27.9	45	23	0.22
B-159	14.5-16	Gray w/ Pockets of Orange/Light Orange Clay	32.5	60	24	0.24
B-177	24.5-26	Gray Silty Clay	23.3	29	15	0.59
B-177	29.5-31	Gray w/ Trace Pockets of Orange Clay	24.6	53	19	0.16
B-181	4.5-6	Orange/Tan/Red s/ Clayey Silty Fine Sand	26.3	68	43	-0.67
B-184	54.5-56	Purple/Lt Gray/Orange Clayey Silty Fine Sand	27.2	29	14	0.88
B-185	54.5-56	Purple/Lt Gray/Orange s/ Sandy Silty Clay	32.9	47	17	0.53





Roughly two thirds of the clay samples tested were relatively dry with moisture contents closer to their Plastic Limit, and the other third had moisture contents closer to their Liquid Limit. Just over half of the clay samples tested had high plasticity with half of these samples having very high plasticity with Liquid Limits of 75 or greater. We note that due to the samples being dry and very stiff for the most part, visually/manually differentiating between high and low plasticity was not practical without Atterberg Limits results, and the Atterberg Limits results did not indicate any pattern between the sample's description (i.e. color) and the sample's plasticity.

### 5.1 Unconfined Compression Test Results

Two unconfined compression tests were run on a relatively undisturbed (Shelby tube) samples of clay in general accordance with ASTM D2166 to evaluate shear strength. The unconfined compression tests were run by compressing free-standing specimens using an axial load applied at a constant strain rate until the specimen failed. The failure load, known as the unconfined compressive strength, and corresponding cohesion value of the clay samples tested are summarized in the following **Table #3**.

**Table #3: Unconfined Compression Test Results Summary**

Boring	Sample Depth (ft)	Sample Description	Unconfined Compressive Strength (psf)	Cohesion (psf)
B-148A	22.5-24.5	Gray Clay	1580	790
B-157	20-22	Light Gray Clay	1470	735

### 5.2 Consolidation Test Results

To evaluate the compressibility of selected Shelby tube samples of clay, two consolidation tests were run in general accordance with ASTM D2453. The clay samples were extruded from the Shelby tubes in our laboratory using a hydraulic ram, and the specimens were then sealed in wax and transported to Southern Earth Sciences, Inc. for consolidation testing to provide faster results since our machines were being utilized for swell testing. The test specimens were obtained by carefully pushing a beveled ring into the extruded sample. The ring and specimen were placed into a consolidation machine with a porous stone placed on the top and bottom of the specimen. The specimen was then loaded axially, and corresponding deflection readings were taken at specific increasing time increments for a minimum period of 24 hours. The load on the specimen was then doubled, deflection readings were taken, and the procedure was repeated until the desired limit of stress on the clay was reached. At all times during the test, the specimen was submerged in water. The results of the consolidation tests are shown in the consolidation test reports attached as **Figure #3**. The consolidation test results are summarized in the following **Table #4**. We estimated the in situ or in place current overburden soil pressure ( $P_o$ ) using the results of the borings and our experience with similar soils.

**Table #4: Consolidation Test Results Summary**

Boring	Sample Depth (ft)	Sample Description	Overburden Pressure, $P_o$ (Ton/ft <sup>2</sup> )	Preconsolidation Pressure $P_c$ , (Ton/ft <sup>2</sup> )	Compression Index, $C_c$	Specific Gravity, $G_s$
B-148A	22.5-24.5	Gray Clay	1.3	1.8	0.74	2.60
B-148A	24.5-26.5	Gray w/ yellow Clay	1.4	0.56	0.53	2.62

Based on the results of the consolidation tests, the 22.5-24.54 foot sample appeared to be slightly *overconsolidated* or desiccated. The 24.5-26.5 foot sample appeared to be *normally consolidated*.





## **6.0 DISCUSSION AND RECOMMENDATIONS**

### **6.1 Basis of Recommendations**

Recommendations provided herein are based on assumed and/or design information available at the time of this report, the subsurface conditions encountered in the test borings, the results of laboratory testing, commonly accepted Geotechnical Engineering principles and practices, and our experience with similar soil/groundwater conditions. Should the final project design information differ from the design information used in this report or should any soil conditions not discussed in this report be encountered during construction, our office should be notified and retained so that this report can be modified as needed.

Regardless of the care exercised in performing a Geotechnical Exploration, the possibility always exists that soil and/or groundwater conditions between the test borings will differ from those encountered at the specific boring locations. In addition, construction operations may alter the soil conditions. Therefore, it is recommended that a representative from Larry M. Jacobs & Associates, Inc. (LMJ) be involved throughout the construction phases addressed in this report. Furthermore, considering our familiarity with the project and subsurface conditions, the judgment and experience needed to properly execute the following recommendations, and the economic and liability benefits of keeping the Geotechnical Engineer of Record (GER) involved during construction, we recommend that LMJ be retained to provide construction testing services for this project.

### **6.2 General Summary**

The proposed structures are planned to be cut significantly into the hillside and have high column loads. The borings encountered several concerns for this scenario including clay soils at planned cut depths and generally poorly draining, difficult to work soils. Additional concerns include perched water and erratic very loose/very soft soils. These concerns are generally discussed in the following paragraphs.

The clay soils are a swelling, bearing and settlement concern for this project. Most of the clay samples tested were relatively dry and roughly half had high plasticity indicating high swell potential. Laboratory swell testing confirmed the high swell potential of these soils. In addition, the planned cuts increase the swell potential of the high plasticity soils because cutting removes weight from them and makes them more susceptible to being wetted. The high swell potential of the clay soils is a major concern for the proposed structures, especially the ground floor slabs. Softer clay soils are a settlement concern and a bearing concern for shallow foundations. In addition, clay soils make poor backfill for utility installation and other excavations, and high plasticity clay soils are not suitable for use as fill in structural or roadway areas.

The soils encountered in the borings are poorly draining, and the proposed cuts will essentially create a "bathtub" that will hold water if not drained properly. In addition, any excavations on this site have the potential to encounter perched water, which is a concern for construction and for the below grade parts of the structures. Waterproofing and a perimeter drainage system will be needed for the below grade portions of the structures. Most of the soils encountered at the bottom of the planned excavation were clayey sand or clay, and these soils are softened when wet (in addition to the high plasticity clay soils having the potential to swell significantly when wet). In addition, the soils encountered in the borings are difficult to dry and are practically unworkable when wet. Therefore, drainage is the biggest concern for earthwork.



### **6.3 General Foundation Comments**

The design team and contractor discussed and considered several foundation options for this project including undercutting and using footings or supporting the structures off grade on piles. Supporting the proposed structures off grade on piles would allow ground movements from the expansive clays to occur without placing excessive stresses on the structure. However, the borings encountered several concerns for piles including very stiff soils and iron rock, which would be a concern for installing driven piles; but the biggest concern for piles is the erratic underlying very loose/soft soils that are a settlement concern for any type of pile foundation. Due to these erratic poor soils at pile embedment depths, a significant amount of additional exploration including borings/cone soundings would be needed to determine accurate pile tip elevations, and pile tip elevations could vary across the structures. Because the first floor slab would need to be a structural slab supported off grade when using piles, we understand that this option would carry substantial additional cost and time for construction.

The team determined that supporting the buildings on footings with undercutting appeared to be the best option for economic, schedule, and ease of construction reasons. The borings encountered erratic conditions at the anticipated footing elevations with a little over half of the borings encountering firm conditions and a little under half encountering soft/loose conditions. In addition, the results of the borings and lab testing indicated that some of the clay soils are a bearing concern in addition to the swell concern. Therefore, using footings for this project will require undercutting the looser soils and softer clay soils that are a bearing concern as well as a portion of the clay soils with high swell potential. Backfilling the undercut soils with low permeability soils should provide an effective moisture barrier over deeper swelling soils left in place. A perimeter underdrain system will be needed to keep moisture out of the excavation/backfill and facilitate placement and compaction of the backfill. The following sections provide our recommendations for site preparation, fill placement, quality control, and foundation and retaining wall design.

### **6.4 Site Preparation Recommendations**

Site preparation should begin with clearing and stripping the proposed structure areas of any existing trees, vegetation, topsoil, and major root systems. Topsoil can be stockpiled for reuse in landscaped areas. Any construction debris in this area associated with the Phase 1 construction should also be removed.

#### **6.4.1 Excavation Recommendations**

All excavations should be made at a safe slope (1.5H:1V minimum) or the contractor will need to maintain sheeting, shoring, and/or bracing as applicable. Note that significant rainfall events and flowing water (seepage forces) through the sides of excavations can destabilize open cuts, and surface water runoff, erosion, and groundwater seepage should be controlled for all excavations. The contractor is solely responsible for designing and constructing safe excavations as required to maintain stability during construction. All excavations should be constructed in accordance with the latest local, state, and federal safety regulations. The contractor should be prepared to encounter perched water in excavations and employ drains/dewatering as needed to control perched water. The iron rock layers encountered in the borings may be difficult to excavate through, which could be a concern for excavations.



## 6.4.2 Drainage Recommendations

We recommend installing a perimeter gravel blanket drain on the sides of the excavation slopes to intercept lateral seepage of perched water. The blanket drain should be a minimum of 18-inches thick. We recommend using #57 stone for the gravel, and a sample of the gravel should be provided to our office for testing and approval prior to use onsite. We recommend installing an intermediate subdrain on the slope near the top of the clay layers to intercept perched water seepage. A drain pipe should also be placed at the bottom of the gravel blanket drain and notched into the bottom of the excavation. Drainage pipes should be slotted pipes wrapped with filter fabric. We calculated an inflow rate for a perimeter drain based on the conditions encountered in the borings and our experience with similar soils. We recommend designing perimeter underdrains based on a flow rate of  **$3 \times 10^{-4} \text{ ft}^3/\text{ft}/\text{sec}$** .

Good practice in underdrain design is to conservatively design the system and pipes to handle greater than anticipated water flows, and we recommend that all pipes be increased at least one pipe size to help allow for encountering erratic higher permeability soils. In the event that a spring/high flow condition is encountered in a drain installation, the contractor should contact the civil and geotechnical engineers so the flow can be evaluated, and additional drains and/or increased system capacity can be provided if needed to handle the unanticipated flow.

## 6.4.3 Proof Rolling

After clearing, stripping and excavating the site to the bottom of undercut elevation, the ground surface at the bottom of the undercut should be proof rolled with a loaded dump truck or equipment approved by the geotechnical engineer. Soils that rut or yield excessively during proof rolling should be evaluated by the geotechnical engineer, and softer soils may need to be undercut as directed by the geotechnical engineer or his representative and replaced with compacted structural fill as described in Section 6.5. Proof rolling should be performed during dry weather when the subgrade soils are not overly wet.

## 6.4.4 Subgrade Moisture Control

During wet weather periods, increases in soil moisture content can cause a significant reduction in the clay and clayey soil's strength and support capabilities. In addition, soils that become wet will likely be uncompactable and slow to dry, and this can significantly delay the progress of grading and compaction activities. We recommend grading the site as soon as practical to run stormwater off of work areas, and the site should remain graded at all times during construction to not allow water to pond on work areas. The earthwork contractor will be responsible for maintaining positive drainage and an overall stable subgrade condition. Should the subgrade become wet, the earthwork contractor should be prepared to mitigate these conditions by repeated aeration with a disk or plow in place to reduce moisture content on good drying days. Persistent wet soils or deeper wet areas that are not likely to dry in place in a reasonable time frame could be dug up and spread out in thin layers and periodically turned or aerated to speed up drying, time and weather permitting.

If sufficient drying time and/or weather are not available, wet, uncompactable soils should be undercut down to firm underlying soils and replaced with compactable fill material placed near its optimum moisture content as described in the next section. If firm underlying soils are not present, typically 2-3 feet of undercutting and backfilling is required to "bridge over" loose or soft soils, but the most efficient undercut depth should be determined in the field by the geotechnical engineer at the time of construction. Undercutting amounts may be greater during the wet



season, whereas in drier weather, less undercutting may be necessary. Additional undercutting will likely be required if proper site grading, protection from surface water, and equipment traffic control are not maintained. At the end of each day, the contractor should weatherproof exposed subgrades and provide positive drainage for surface water flow. Construction traffic should be avoided where practical on wet subgrades as this can make pumping areas spread and worsen. We recommend obtaining unit rates for removal and replacement of uncompactable soils using imported fill and another rate for using onsite materials as backfill, and we recommend establishing a contingency budget for this purpose.

## 6.5 Fill Recommendations

Backfill for the undercut, and any fill needed to bring the structures up to design grade should be silty sand (SM), clayey/silty sand (SM/SC or SC/SM) or clayey sand (SC) soils free of significant organic content or other deleterious materials. All backfill for the undercut under the structures should have a **minimum of 15% fines**. Excavated native silty sand (SM), clayey/silty sand (SM/SC or SC/SM), or clayey sand (SC) soils, free of significant organic content or other deleterious materials and non-plastic can be used as backfill for the undercut or as fill in the structure areas. We do not recommend using cleaner soils (with less than 15% fines) over the low permeability native soils because these materials will allow water to infiltrate into the fill and perch on the underlying low permeability native soils causing problems with footing and utility installation and with swelling clays. Native clay soils (CL and CH) are not suitable for fill in structural or roadway areas or behind retaining walls. Clay soils with a Liquid Limit less than 40 and a Plasticity Index of less than 25 can be used in non-structural areas, and it would be best to place these soils low in the fill and in areas where drainage is not a concern. The soils encountered in the borings would be best compacted using a large rubber tired roller.

All fill materials should be placed near their optimum moisture content (+/- 2%). Moisture conditioning of fill will be critical for this project, and the contractor should dedicate effort to disking, aerating, and drying wet soils efficiently and sealing stockpiled soils from the elements as well as practical. The client should consider structuring the contract to provide the contractor incentive for working the onsite materials.

Lift thickness will depend on the fill type and compaction equipment used. We anticipate lift thicknesses of 6-10 inches when using large compaction equipment and 6 inches when using hand-operated equipment. Fill should be benched vertically into the existing slopes on roughly 12-inch vertical intervals where appropriate. All fill and backfill for undercuts should be compacted to a minimum of 95% of the soil's maximum density as determined by the Modified Proctor Test (ASTM D1557). Backfill for excavations made in the building area, such as for the placement of utilities, should be placed and compacted in the same manner as fill.

## 6.6 Earthwork Quality Control Testing

We recommend running in place density tests to verify compaction on undercut backfill and additional fill in the building area at a minimum frequency of one test per 2,500 square feet on every 12-inch increment of fill placed. Compaction of backfill for utility excavations and backfill behind retaining walls should be tested on every 12-inch increment at a minimum frequency of 1 test per 75 linear feet. Field monitoring and quality assurance testing are an extension of the geotechnical design. We recommend that LMJ be allowed to continue our involvement in the project through these phases of construction. All testing should be performed by a qualified engineering technician working under the direct supervision of a registered professional geotechnical engineer.



## 6.7 Building Undercut and Foundation Recommendations

We used the results of the borings and laboratory tests and the foundation plans with dead loads provided by the project's structural engineers to evaluate undercutting depths. Our recommended undercut depths are also based on a bottom of footing elevation of 83 feet for Deck 4 and 63 feet for Building 8. Our recommended undercut depths for each building are summarized in the following **Table #5**.

**Table #5: Recommended Undercut Depths**

Building	Slab Elevation (ft)	Bottom of Footing Elevation (ft)	Undercut Elevation (ft)
Building 8	70	63	49
Deck 4	89	83	67

The undercut depths were controlled by settlement/bearing capacity, and these undercut depths were calculated to provide a minimum factor of safety of 3 against the calculated ultimate bearing capacity in the clay soils.

We estimated settlement of the footings based on the results of the borings and laboratory testing and the foundation plans with dead loads provided by the project's structural engineers. Our recommended net allowable bearing pressures for each building and corresponding settlement and differential settlement estimates are summarized in the following **Table #6**.

**Table #6: Recommended Allowable Bearing Pressures and Estimated Settlements**

Building	Allowable Bearing Pressure (psf)	Maximum Settlement (in)	Max. Differential Settlement (in)
B8	3500	1 <sup>1</sup> / <sub>8</sub>	<sup>3</sup> / <sub>4</sub>
D4	3500	1 <sup>1</sup> / <sub>8</sub>	<sup>3</sup> / <sub>4</sub>

The allowable bearing pressures and estimated settlements in the above table assume that the entire building footprints are excavated to the elevations shown in **Table #5** and that the undercut is backfilled in accordance with this report. A portion of the estimated settlements in the above table were from clay soils, and these settlements will be long term (months to years). Settlements from the sand soils immediately beneath the footings (including the undercut backfill) will occur as the structures are being constructed and soon after first loading.

Ground floor slabs can be built on-grade on the compacted undercut backfill. We recommend providing a minimum of 4 inches of compacted open graded aggregate or clean sand under the slab to provide uniform support and to act as a capillary break. Care should be taken to prevent fines from contaminating this material. In addition, rainfall just prior to placement of concrete can result in trapped water in the capillary break, and this should be avoided. We recommend using a modulus of subgrade reaction (k) of 225 pci for the design of the floor slab.

## 6.8 Retaining Wall Recommendations

Retaining walls are planned along the north and northwest ends of Building 8 and around the southeast corner of Deck 4. Given the layback required to undercut the entire building footprints, retaining wall backfill should consist of fill material. Groundwater is not anticipated to impact the wall design, however, the soil conditions encountered in the borings are anticipated to trap or





perch infiltrating stormwater on top of the medium dense clayey/silty sand soils and clay soils, and perched water should be considered in the design of the walls where applicable. We recommend placing a perimeter drain system behind the wall and at the bottom of the wall and providing a 1 foot sand drain down the back of the wall, capped off with 2 feet of the native low permeability silty/clayey sand soils to prevent direct infiltration of stormwater. The sand drain should be clean, medium to coarse sand with a minimum permeability of 40 feet/day when compacted to 100% of the Standard Proctor density (ASTM D698) and no more than 3% fines. We recommend waterproofing all below grade walls.

The retaining walls should be designed to resist lateral earth pressures, hydrostatic pressures from perched water where applicable, and any adjacent surcharge loads exerted on the walls. Walls restrained at the top should be designed for "at rest" earth pressures. Walls that are free to deflect should be designed for "active" earth pressures. We recommend using the soil parameters in **Table #7** for the retaining wall design for compacted backfill assuming that the recommendations in this report are followed. The soils intended for use behind the walls should be reviewed and approved by the geotechnical engineer prior to placement.

**Table #7: Recommended Soil Parameters for Compacted Backfill**

Moist Unit Weight (pcf)	Buoyant Unit Weight (pcf)	Friction Angle ( $\phi$ )	Coefficient of Active Pressure, $K_a$	Coefficient of At-Rest Pressure, $K_o$	Coefficient of Passive Pressure, $K_p$
130	73	30	0.33	0.5	3.0

A coefficient of friction between concrete and soils of 0.5 is recommended (assuming compacted fill) to evaluate sliding.

We hope that this report provides sufficient information for your current requirements. If you have any questions or comments, please do not hesitate to call.

Respectfully yours,

**LARRY M. JACOBS & ASSOCIATES, INC.**

Keith V. Jacobs, PE  
Principal Engineer  
Florida Reg. #66577



**Attachments**

C: Mr. Glenn E. Cartledge, AIA LEED AP  
ASD  
Via email: [gcartledge@asdnet.com](mailto:gcartledge@asdnet.com)

Mr. Alper Guclu  
Browder + LeGuizamon & Associates, Inc.  
Via email: [alper@blaengineers.com](mailto:alper@blaengineers.com)

Mr. Martin Ocon, PE  
Browder + LeGuizamon & Associates, Inc.  
Via email: [martin@blaengineers.com](mailto:martin@blaengineers.com)

Ms. Kim Aderholdt  
Navy Federal Credit Union  
Via email: [Kimberly-Aderholdt@navyfederal.org](mailto:Kimberly-Aderholdt@navyfederal.org)

Mr. Mike Langston, PE  
Baskerville-Donovan, Inc.  
Via email: [mlangston@baskervilledonovan.com](mailto:mlangston@baskervilledonovan.com)

STANDARD PENETRATION TEST BORING  
ALL BORING LOCATIONS ARE APPROXIMATE



## BORING LOCATION PLAN

Project #: 15-112 Scale: NTS

Date: 09/04/2015 Checked By: KVJ









Project: NFCU Phase 2

Location: Escambia County, Florida










# BORING LOGS LEGEND

	SAND		SLIGHTLY SILTY SAND
	SILTY SAND		SILT
	CLAY		CLAYEY SAND
	PEAT		GRAVEL

GRANULAR MATERIALS	
SPT BLOWS/FOOT (N)	RELATIVE DENSITY
0-4	VERY LOOSE
5-10	LOOSE
11-30	MEDIUM DENSE
31-50	DENSE
GREATER THAN 50	VERY DENSE

SILTS AND CLAY	
SPT BLOWS/FOOT (N)	RELATIVE DENSITY
0-2	VERY SOFT
3-4	SOFT
5-8	MEDIUM STIFF
9-16	STIFF
17-32	VERY STIFF
GREATER THAN 32	HARD

GNE = GROUNDWATER NOT ENCOUNTERED AT TIME OF DRILLING  
N = STANDARD PENETRATION RESISTANCE IN BLOWS PER FOOT  
 = ENCOUNTERED GROUNDWATER LEVEL  
 = ENCOUNTERED PERCHED WATER LEVEL  
 = ESTIMATED BASED ON SAMPLE INSPECTION  
50/2" = NUMBER OF BLOWS REQUIRED (50) TO ADVANCE SPLIT SPOON SAMPLER A SPECIFIC DISTANCE (2) INCHES  
HW = SPLIT SPOON SAMPLER ADVANCED UNDER WEIGHT OF ROD AND HAMMER  
W = NATURAL MOISTURE CONTENT (%)  
-200 = FINES PASSING #200 SIEVE (%)  
LL = ATTERBERG LIMITS (%)  
LL=LIQUID LIMIT, PL=PLASTIC LIMIT  
LI = LIQUIDITY INDEX  
c = APPROXIMATE COHESION VALUE (PSF) BASED ON POCKET PENETROMETER READINGS  
K<sub>v</sub> = SATURATED VERTICAL HYDRAULIC CONDUCTIVITY (FT/DAY)  
γ<sub>d</sub> = DRY UNIT WEIGHT (pcf)  
 = SHELBY TUBE SAMPLE  
 = SHELBY TUBE SAMPLE - NO RETURN  
HA = HAND AUGER  
γ = ESTIMATED MOIST UNIT WEIGHT (PCF)  
φ = ESTIMATED ANGLE OF INTERNAL FRICTION (DEGREES)  
q<sub>u</sub> = UNCONFINED COMPRESSIVE STRENGTH (PSF)  
G<sub>s</sub> = SPECIFIC GRAVITY

- NOTES:
- 1) SPT BORINGS PERFORMED IN GENERAL ACCORDANCE WITH ASTM D-1586
  - 2) SUBSURFACE CONDITIONS ARE AT BORING LOCATIONS AND ACTUAL CONDITIONS BETWEEN BORINGS MAY VARY
  - 3) ALL CLASSIFICATIONS ARE BASED ON VISUAL EXAMINATION UNLESS ACCOMPANIED BY LABORATORY TEST RESULTS
  - 4) BOUNDARIES BETWEEN SOIL LAYERS SHOULD BE CONSIDERED APPROXIMATE AS THE ACTUAL TRANSITION MAY BE GRADUAL
  - 5) DEPTH OF BORING IS BELOW EXISTING GRADE AT TIME OF DRILLING
  - 6) BORING ELEVATIONS ESTIMATED USING PROVIDED TOPOGRAPHIC SITE PLAN

Project #: 15-112    Scale: NTS

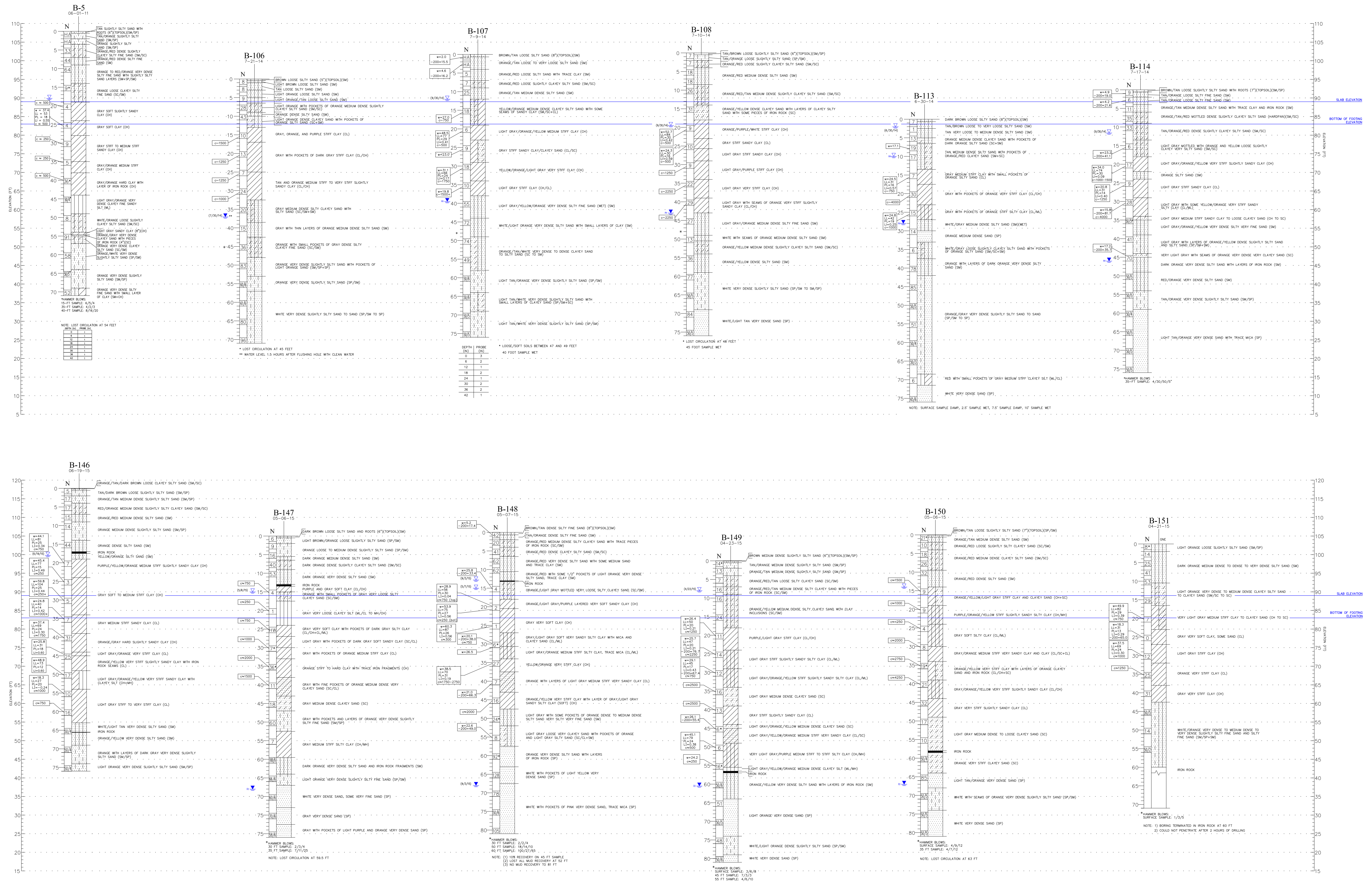
Date: 09/04/2015    Checked By: KVJ

Project: NFCU Phase 2 Expansion

Location: Escambia County, Florida



BORING LOGS  
PARKING DECK 4



Project #: 15-112 Scale: NTS

Date: 09/04/2015 Checked By: KVJ/JDK

Project: NFCU Phase 2 Expansion

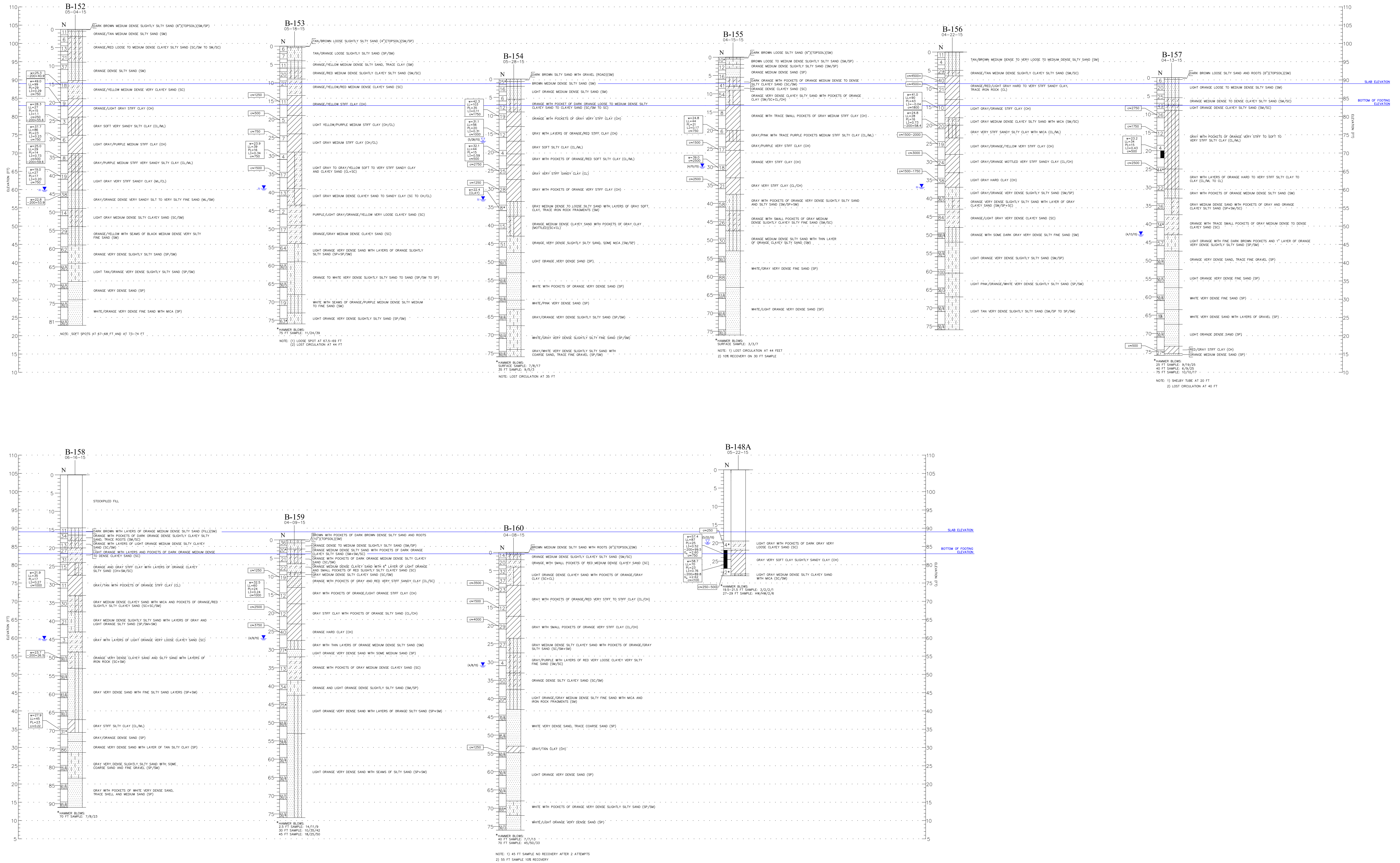
Location: Escambia County, Florida





BORING LOGS  
PARKING DECK 4

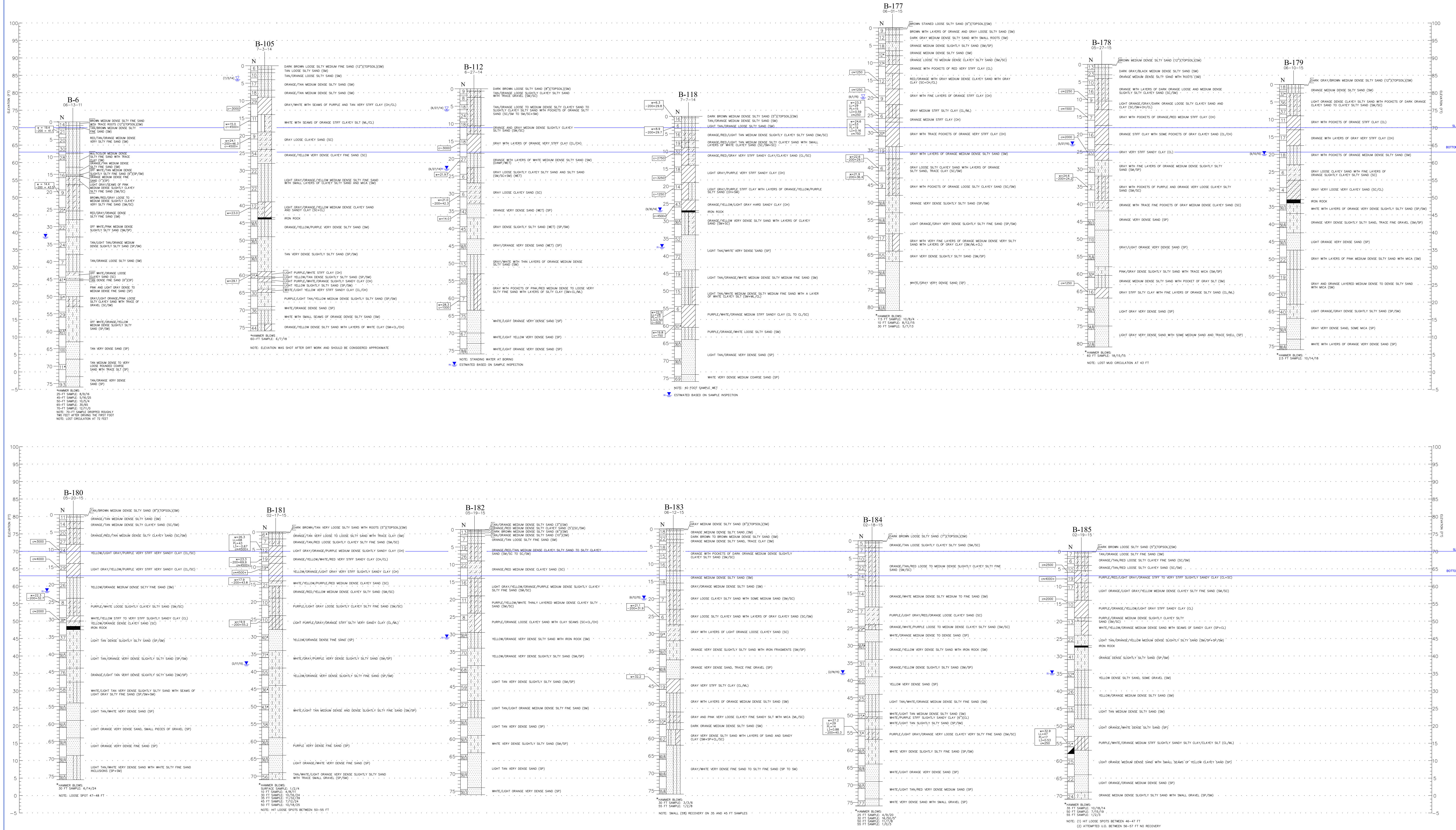
Figure #2





BORING LOGS  
BUILDING 8

Figure #2



Project #: 15-112 Scale: NTS

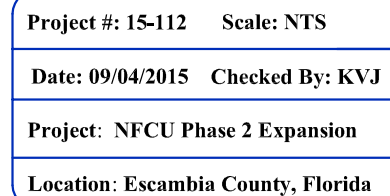
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Project: NFCU Phase 2 Expansion

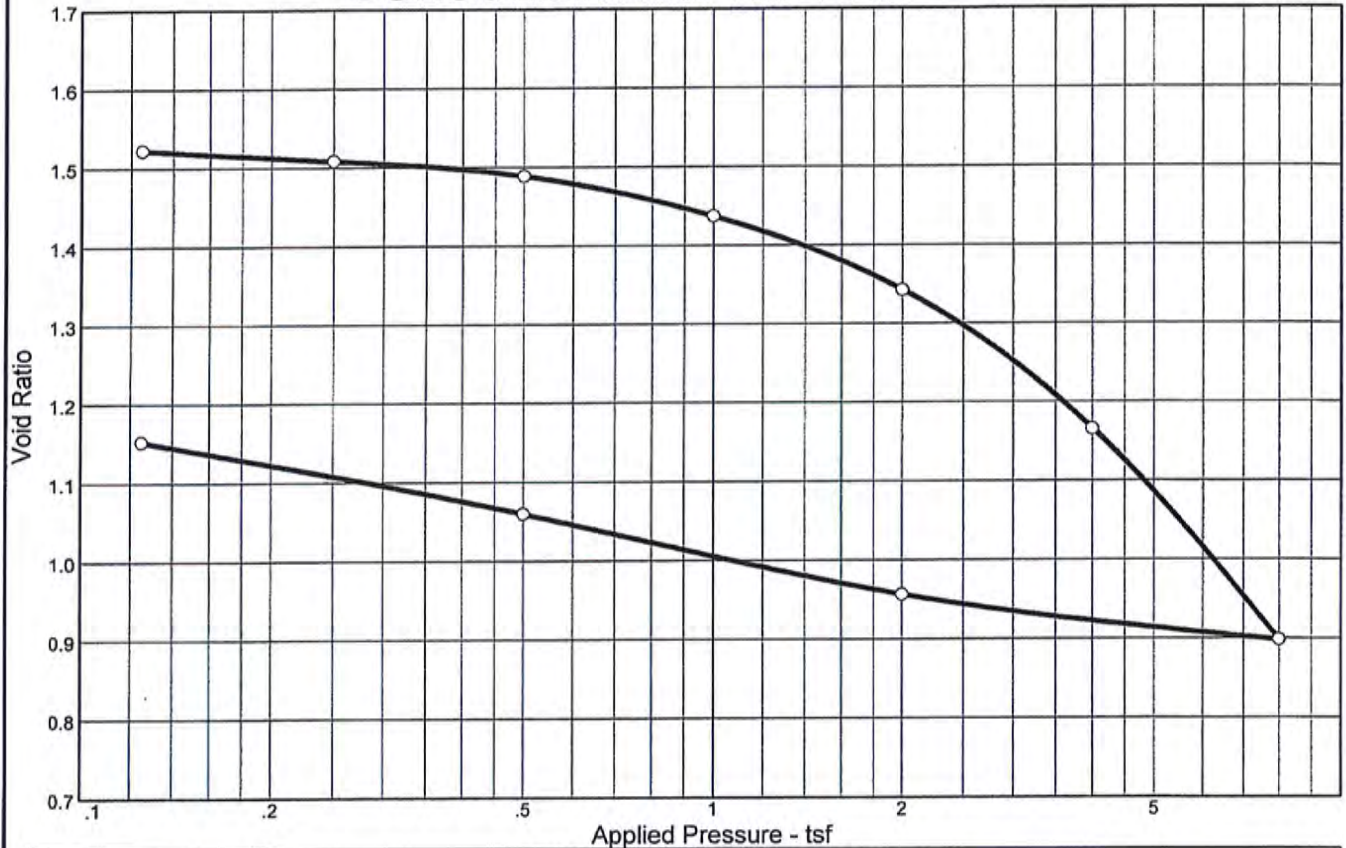
Location: Escambia County, Florida







# CONSOLIDATION TEST REPORT



Coefficients of Consolidation

No.	Load (tsf)	C <sub>v</sub> (in.2/min.)	No.	Load (tsf)	C <sub>v</sub> (in.2/min.)	No.	Load (tsf)	C <sub>v</sub> (in.2/min.)
1	0.13	0.121						
2	0.25	0.029						
3	0.50	0.003						
4	1.00	0.003						
5	2.00	0.002						
6	4.00	0.002						
7	8.00	0.001						
8	2.00	0.001						
9	0.50	0.000						
10	0.13	0.000						

Natural		Dry Dens. (pcf)	LL	PI	Sp. Gr.	P <sub>c</sub> (tsf)	C <sub>c</sub>	Initial Void Ratio
Saturation	Moisture							
98.0 %	57.4 %	64.3	87	62	2.604	1.77	0.74	1.527

MATERIAL DESCRIPTION							USCS	AASHTO
GRAY								A-7-6(72)

**Project No.** M15-170      **Client:** LARRY M. JACOBS & ASSOCIATES INC.  
**Project:** NFCU CONSOLIDATION TESTING  
**Source:**                      **Sample No.:** B-148 A      **Elev./Depth:** 22.5-24.5

CONSOLIDATION TEST REPORT

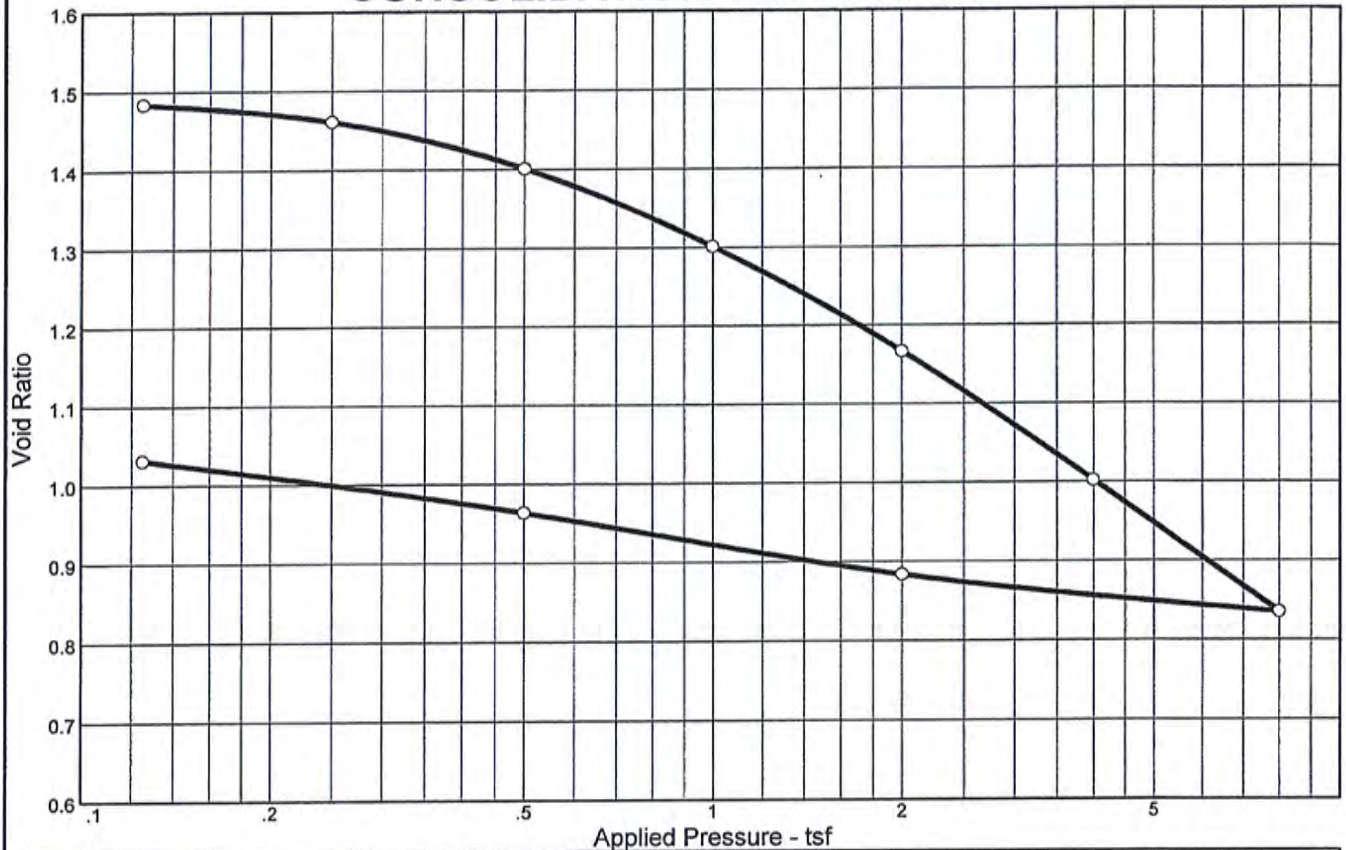
## SOUTHERN EARTH SCIENCES

**Remarks:**

**Figure #3**



# CONSOLIDATION TEST REPORT



Coefficients of Consolidation								
No.	Load (tsf)	C <sub>v</sub> (in.2/min.)	No.	Load (tsf)	C <sub>v</sub> (in.2/min.)	No.	Load (tsf)	C <sub>v</sub> (in.2/min.)
1	0.13	0.020						
2	0.25	0.002						
3	0.50	0.001						
4	1.00	0.001						
5	2.00	0.001						
6	4.00	0.001						
7	8.00	0.001						
8	2.00	0.002						
9	0.50	0.001						
10	0.13	0.000						

Natural		Dry Dens. (pcf)	LL	PI	Sp. Gr.	$P_c$ (tsf)	$C_c$	Initial Void Ratio
Saturation	Moisture							
102.9 %	58.7 %	65.6	70	47	2.617	0.56	0.53	1.492

MATERIAL DESCRIPTION							USCS	AASHTO
GRAY W/YELLOW								A-7-6(47)

Project No. M15-170		Client: LARRY M. JACOBS & ASSOCIATES INC.	
Project: NFCU CONSOLIDATION TESTING			
Source:	Sample No.: B-148 A	Elev./Depth: 24.5-26.5	
CONSOLIDATION TEST REPORT			
SOUTHERN EARTH SCIENCES			

Remarks:

Figure #3



**Appendix A  
(15 Pages)**

**Appendix A  
(15 Pages)**

**Appendix A  
(15 Pages)**



# NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

## PERMIT FOR CONSTRUCTION OF A WELL

Permit #:	W201503797
Application #:	256700
Florida Unique ID:	
62-524 Quad #:	
Delineation #:	0
CUP/WUP Application #:	

**Owner, Legal Name if Corporation:** Navy Federal Credit Union

**Owner Address:** 5550 Heritage Oaks Drive , Pensacola, FL 32526 **Telephone No.:** 8509210616

**Well Location:** 5550 Heritage Oaks Drive, Pensacola 32526

**Parcel ID:** 041S311200000090 **Lot:** **Block:** **Unit:** 62 524:

**Section/Township/Range:** 4/01S/31W **County:** Escambia **Subdivision:** Beulah

**Type of Work:** Construction **Reason for Repair, Modification, Abandonment:**

**Number of Proposed Wells:** 1 **Intended Use of Well(s):** Monitor-Permanent

**Distance from Septic System (ft.):** N/A **Facility Description:** Bank **Estimated Start Date:** 08/27/2015

**Estimated Well Depth (ft.):** 85 **Estimated Casing Depth (ft.):** 75 **Primary Casing Diameter (in.):** 1

**Production Interval Type:** Screen **Production Interval From:** 85 **To:** 75 **Primary Casing Material:** PVC

**Secondary Casing Type:** **Secondary Diameter (in.):** **Secondary Casing Material:**

**Construction Method:** Auger **Total No. of Existing Wells on Site:** 2 **No. of Existing Unused Wells on Site:** 0

**Is this well or any existing well or water withdrawal on the owner's contiguous property covered under a Consumptive/Water Use Permit (CUP/WUP) or CUP/WUP application?** No **CUP/WUP No.:** **District Well ID No.:**

**Latitude:** 303216 **Longitude:** 872129 **Data Obtained From:** GIS **Datum:** NAD83

**Comments:**

**Proposed Grouting Interval:**

<b>Casing Type:</b> Primary	<b>Grout From (ft.):</b> 75	<b>Grout To (ft.):</b> 0	<b>Seal Material:</b> Neat Cement
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**Submitted by:** Don Jones License No: 3006  
328 E. Gadsden Street, Pensacola, FL 32501  
Telephone: 8504340846

Approval Granted By: *Barbara Lyngier* Application Received Date 08/24/2015 Issue Date: 08/24/2015

Expiration Date: 11/22/2015 Hydrologist Approval: Exemption Requested: No

Payment(s) Received Receipt#: 13174 - Payment Amount: \$30

THIS PERMIT IS NOT VALID UNTIL A PERMIT NUMBER IS PRESENT IN THE BOX AT THE UPPER RIGHT CORNER OF THIS FORM. THIS PERMIT SHALL BE AVAILABLE AT THE WELL SITE DURING ALL CONSTRUCTION, REPAIR, MODIFICATION, OR ABANDONMENT ACTIVITIES. THIS PERMIT IS VALID FOR 90 DAYS FROM DATE OF ISSUE.

**Permit #: W201503797 / Application#: 256700**

**Owner Name: Navy Federal Credit Union**

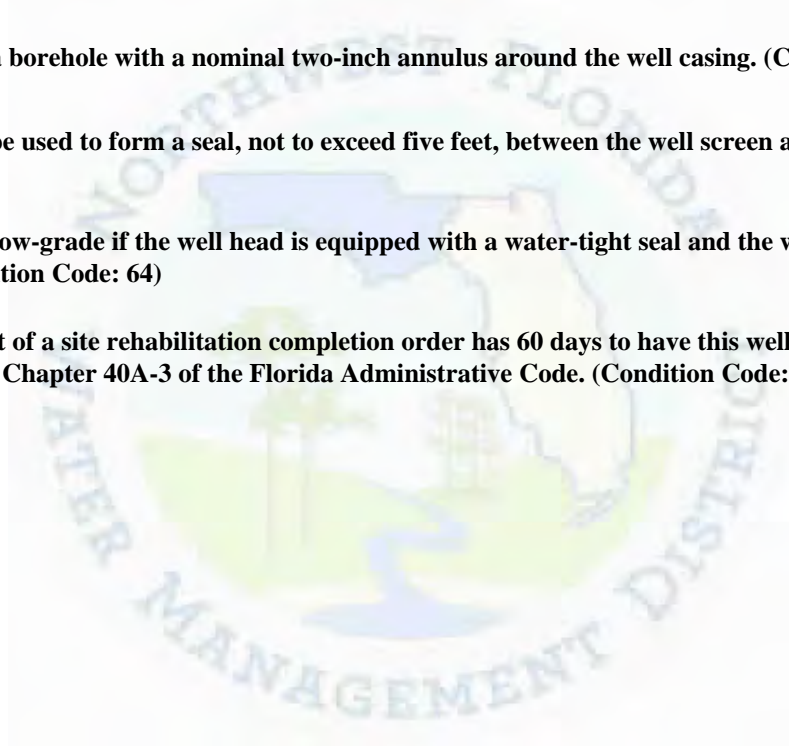
**Owner Address: 5550 Heritage Oaks Drive , Pensacola, FL 32526**

**Well Location: 5550 Heritage Oaks Drive, Pensacola 32526**

**Well County: Escambia**

### **Permit Conditions:**

- 1. The annulus of the well casing shall be grouted using neat Portland cement; bentonite grout is prohibited other than to form a seal between the well screen and the overlying Portland cement grout, or as an additive, up to five percent by weight, to the Portland cement. (Condition Code: 15)**
- 2. Grouting required from bottom of casing to land surface. (Condition Code: 21)**
- 3. Contractor must seal terminus of well casing at land surface with one cubic foot of cement. (Condition Code: 41)**
- 4. The contractor shall create a borehole with a nominal two-inch annulus around the well casing. (Condition Code: 60)**
- 5. Bentonite or fine sand may be used to form a seal, not to exceed five feet, between the well screen and the Portland cement. (Condition Code: 62)**
- 6. The well may be finished below-grade if the well head is equipped with a water-tight seal and the well-head finish includes an appropriate access box. (Condition Code: 64)**
- 7. The well owner, upon receipt of a site rehabilitation completion order has 60 days to have this well properly plugged and abandoned in accordance with Chapter 40A-3 of the Florida Administrative Code. (Condition Code: 65)**





# Florida Well Completion Report Data

1. Permit Number W201503797 CUP/WUP Number \_\_\_\_\_ DIP \_\_\_\_\_ 62-524 Delineation No. \_\_\_\_\_  
2. Number of permitted wells constructed, repaired, or abandoned 1 Number of permitted wells not constructed, repaired, or abandoned \_\_\_\_\_  
3. Owner's Name Navy Federal Credit Union 4. Completion Date 08/26/2015 5. Florida Unique ID \_\_\_\_\_  
6. Well Location 5550 Heritage Oaks Drive, Beulah  
7. County Escambia Section 4 Land Grant \_\_\_\_\_ Township 01S Range 31W  
8. Latitude 303232 Longitude 872104  
9. Data Obtained From Google Maps Datum NAD83

10. Type of Work Construction  
11. Use of Well Monitor-Permanent

12. Drill Method Rotary  
13. Measured Static Water Level 57 ft. Measured Pumping Water Level \_\_\_\_\_ ft. After \_\_\_\_\_ Hours at \_\_\_\_\_ GPM  
14. Measuring Point surface Which is 0 ft. Above land surface Flowing \_\_\_\_\_  
15. Casing Material PVC  
16. Total Well Depth 75 ft. Cased Depth 60 ft.  
Production Interval(s)  
Screen : From 75 To 60 ft. Slot Size .01

Grout Intervals (Sections 18 through 21)

18. Surface Casing Grout Interval : None Entered

19. Primary Casing Grout Interval(s) :

Diameter (in.)	From (ft.)	To (ft.)	Number of Bags	Grout Material
1	58	0	6.5	Neat Cement
1	60	58	1	Bentonite

20. Liner Casing Grout Interval : None Entered

21. Telescope Casing Grout Interval : None Entered

22. Pump Type : \_\_\_\_\_ 23. Chemical Analysis :  
Horsepower \_\_\_\_\_ Pump Capacity (GPM) \_\_\_\_\_ Iron \_\_\_\_\_ ppm Sulfate \_\_\_\_\_ ppm Chloride \_\_\_\_\_ ppm  
Pump Depth \_\_\_\_\_ ft. Intake Depth \_\_\_\_\_ ft.

**DRILL CUTTINGS LOG** (Examine cuttings every 20 ft. or at formation changes. Note cavities and depth to producing zone.)

From <u>46</u> ft.	To <u>30</u> ft.	Color <u>Light Gray</u>	Grain Size <u>Fine</u>	Material <u>Clay</u>
From <u>30</u> ft.	To <u>17</u> ft.	Color <u>Orange</u>	Grain Size <u>Fine</u>	Material <u>Clay</u>
From <u>17</u> ft.	To <u>0</u> ft.	Color <u>Orange</u>	Grain Size <u>Fine</u>	Material <u>Sand</u>
From <u>75</u> ft.	To <u>46</u> ft.	Color <u>Orange</u>	Grain Size <u>Fine</u>	Material <u>Sand</u>

Comments \_\_\_\_\_

24. Water Well Contractor :

The Licensed Contractor has certified the information presented in this form is accurate and true upon submitting the information to the District using the on-line completion report forms.

Driller Name : Don Jones

Contractor Name : Don Jones

License No.: 3006

Contractor Address : 328 E. Gadsden Street

Submitted By : Telephone: 8504340846

Email Address :terrryn@lmj-a.com

Submittal Date :09/02/2015 04:21 PM

**Supplemental Casing Information (Permit Number : W201503797 )**  
**(Sections 18 through 21, Florida Well Completion Report)**

18. Surface Casing Diameter and Depth : None Entered

19. Primary Casing Diameter and Depth :

Diameter (in.)	From (ft.)	To (ft.)	Casing Material
1	60	0	PVC

20. Liner Casing Diameter and Depth : None Entered

21. Telescope Casing Diameter and Depth : None Entered



# NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

## PERMIT FOR CONSTRUCTION OF A WELL

Permit #:	W201503798
Application #:	256701
Florida Unique ID:	
62-524 Quad #:	
Delineation #:	0
CUP/WUP Application #:	

**Owner, Legal Name if Corporation:** Navy Federal Credit Union

**Owner Address:** 5550 Heritage Oaks Drive , Pensacola, FL 32526 **Telephone No.:** 850-921-0616

**Well Location:** 5550 Heritage Oaks Drive, Pensacola 32526

**Parcel ID:** 041S311200000090 **Lot:** **Block:** **Unit:** **62 524:**

**Section/Township/Range:** 4/01S/31W **County:** Escambia **Subdivision:**

**Type of Work:** Construction **Reason for Repair, Modification, Abandonment:**

**Number of Proposed Wells:** 1 **Intended Use of Well(s):** Monitor-Permanent

**Distance from Septic System (ft.):** N/A **Facility Description:** Bank **Estimated Start Date:** 08/28/2015

**Estimated Well Depth (ft.):** 35 **Estimated Casing Depth (ft.):** 25 **Primary Casing Diameter (in.):** 1

**Production Interval Type:** Screen **Production Interval From:** 35 **To:** 25 **Primary Casing Material:** PVC

**Secondary Casing Type:** **Secondary Diameter (in.):** **Secondary Casing Material:**

**Construction Method:** Auger **Total No. of Existing Wells on Site:** 2 **No. of Existing Unused Wells on Site:** 0

**Is this well or any existing well or water withdrawal on the owner's contiguous property covered under a Consumptive/Water Use Permit (CUP/WUP) or CUP/WUP application?** No **CUP/WUP No.:** **District Well ID No.:**

**Latitude:** 303216 **Longitude:** 872129 **Data Obtained From:** GIS **Datum:** NAD83

**Comments:**

**Proposed Grouting Interval:**

<b>Casing Type:</b> Primary	<b>Grout From (ft.):</b> 25	<b>Grout To (ft.):</b> 0	<b>Seal Material:</b> Neat Cement
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**Submitted by:** Don Jones License No: 3006  
328 E. Gadsden Street, Pensacola, FL 32501  
Telephone: 8504340846

Approval Granted By: <i>Barbara Lyngier</i>	Application Received Date 08/24/2015	Issue Date: 08/24/2015
Expiration Date: 11/22/2015	Hydrologist Approval:	Exemption Requested: No
Payment(s) Received	Receipt#: 13174 - Payment Amount: \$30	

THIS PERMIT IS NOT VALID UNTIL A PERMIT NUMBER IS PRESENT IN THE BOX AT THE UPPER RIGHT CORNER OF THIS FORM. THIS PERMIT SHALL BE AVAILABLE AT THE WELL SITE DURING ALL CONSTRUCTION, REPAIR, MODIFICATION, OR ABANDONMENT ACTIVITIES. THIS PERMIT IS VALID FOR 90 DAYS FROM DATE OF ISSUE.



**Permit #: W201503798 / Application#: 256701**

**Owner Name: Navy Federal Credit Union**

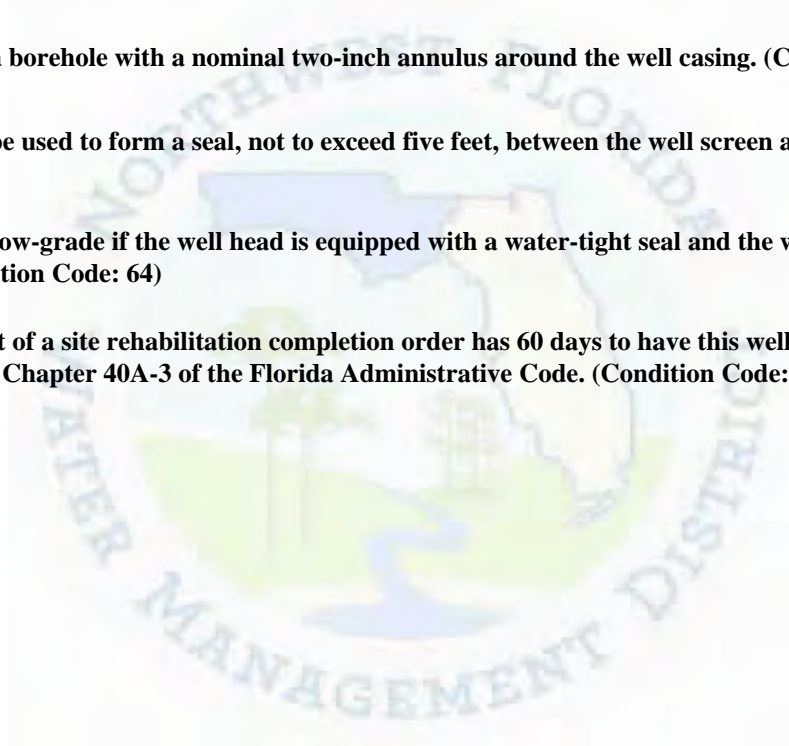
**Owner Address: 5550 Heritage Oaks Drive , Pensacola, FL 32526**

**Well Location: 5550 Heritage Oaks Drive, Pensacola 32526**

**Well County: Escambia**

**Permit Conditions:**

- 1. The annulus of the well casing shall be grouted using neat Portland cement; bentonite grout is prohibited other than to form a seal between the well screen and the overlying Portland cement grout, or as an additive, up to five percent by weight, to the Portland cement. (Condition Code: 15)**
- 2. Grouting required from bottom of casing to land surface. (Condition Code: 21)**
- 3. Contractor must seal terminus of well casing at land surface with one cubic foot of cement. (Condition Code: 41)**
- 4. The contractor shall create a borehole with a nominal two-inch annulus around the well casing. (Condition Code: 60)**
- 5. Bentonite or fine sand may be used to form a seal, not to exceed five feet, between the well screen and the Portland cement. (Condition Code: 62)**
- 6. The well may be finished below-grade if the well head is equipped with a water-tight seal and the well-head finish includes an appropriate access box. (Condition Code: 64)**
- 7. The well owner, upon receipt of a site rehabilitation completion order has 60 days to have this well properly plugged and abandoned in accordance with Chapter 40A-3 of the Florida Administrative Code. (Condition Code: 65)**





# Florida Well Completion Report Data

1. Permit Number <u>W201503798</u> CUP/WUP Number _____ DIP _____ 62-524 Delineation No. _____																
2. Number of permitted wells constructed, repaired, or abandoned <u>1</u> Number of permitted wells not constructed, repaired, or abandoned _____																
3. Owner's Name <u>Navy Federal Credit Union</u> 4. Completion Date <u>08/26/2015</u> 5. Florida Unique ID _____																
6. Well Location <u>5550 Heritage Oaks Drive, Beulah</u>																
7. County <u>Escambia</u> Section <u>4</u> Land Grant _____ Township <u>01S</u> Range <u>31W</u>																
8. Latitude <u>303232</u> Longitude <u>872104</u>																
9. Data Obtained From <u>Google Maps</u> Datum <u>NAD83</u>																
10. Type of Work <u>Construction</u>																
11. Use of Well <u>Monitor-Permanent</u>																
12. Drill Method <u>Auger</u>																
13. Measured Static Water Level <u>13</u> ft. Measured Pumping Water Level _____ ft. After _____ Hours at _____ GPM																
14. Measuring Point <u>Surface</u> Which is <u>0</u> ft. Above land surface Flowing _____																
15. Casing Material <u>PVC</u>																
16. Total Well Depth <u>35</u> ft. Cased Depth <u>25</u> ft.																
Production Interval(s) Screen : From <u>35</u> To <u>25</u> ft. Slot Size <u>.01</u>																
GROUT INTERVALS (Sections 18 through 21)																
18. Surface Casing Grout Interval : None Entered																
19. Primary Casing Grout Interval(s) :																
<table border="1" style="width:100%"><thead><tr><th>Diameter (in.)</th><th>From (ft.)</th><th>To (ft.)</th><th>Number of Bags</th><th>Grout Material</th></tr></thead><tbody><tr><td>1</td><td>23</td><td>0</td><td>4</td><td>Neat Cement</td></tr><tr><td>1</td><td>25</td><td>23</td><td>1</td><td>Bentonite</td></tr></tbody></table>		Diameter (in.)	From (ft.)	To (ft.)	Number of Bags	Grout Material	1	23	0	4	Neat Cement	1	25	23	1	Bentonite
Diameter (in.)	From (ft.)	To (ft.)	Number of Bags	Grout Material												
1	23	0	4	Neat Cement												
1	25	23	1	Bentonite												
20. Liner Casing Grout Interval : None Entered																
21. Telescope Casing Grout Interval : None Entered																
22. Pump Type : _____																
23. Chemical Analysis :																
Horsepower _____ Pump Capacity (GPM) _____ Iron _____ ppm Sulfate _____ ppm Chloride _____ ppm																
Pump Depth _____ ft. Intake Depth _____ ft.																
<b>DRILL CUTTINGS LOG</b> (Examine cuttings every 20 ft. or at formation changes. Note cavities and depth to producing zone.)																
From <u>35</u> ft. To <u>25</u> ft. Color <u>Gray</u> Grain Size <u>Fine</u> Material <u>Clay</u>																
From <u>25</u> ft. To <u>8</u> ft. Color <u>Orange Yellow</u> Grain Size <u>Fine</u> Material <u>Sand</u>																
From <u>8</u> ft. To <u>0</u> ft. Color <u>Orange</u> Grain Size <u>Fine</u> Material <u>Sand</u>																
Comments _____																

24. Water Well Contractor :

The Licensed Contractor has certified the information presented in this form is accurate and true upon submitting the information to the District using the on-line completion report forms.

Driller Name : Don Jones

Contractor Name : Don Jones

License No.: 3006

Contractor Address : 328 E. Gadsden Street

Submitted By : Telephone: 8504340846

Email Address :terrryn@lmj-a.com

Submittal Date :09/02/2015 04:08 PM

**Supplemental Casing Information (Permit Number : W201503798 )**  
**(Sections 18 through 21, Florida Well Completion Report)**

18. Surface Casing Diameter and Depth : None Entered

19. Primary Casing Diameter and Depth :

Diameter (in.)	From (ft.)	To (ft.)	Casing Material
1	25	0	PVC

20. Liner Casing Diameter and Depth : None Entered

21. Telescope Casing Diameter and Depth : None Entered



**NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT  
PERMIT FOR CONSTRUCTION OF A WELL**

Permit #:	W201502712
Application #:	255613
Florida Unique ID:	
62-524 Quad #:	
Delineation #:	0
CUP/WUP Application #:	

**Owner, Legal Name if Corporation:** Navy Federal Credit Union

**Owner Address:** 5550 Heritage Oaks Drive , Pensacola, FL 32526

**Telephone No.:** 850-921-0616

**Well Location:** 5550 Heritage Oaks Drive, Pensacola 32526

**Parcel ID:** 041S311200000090

**Lot:**

**Block:**

**Unit:**

**62 524:**

**Section/Township/Range:** 4/01S/31W

**County:** Escambia

**Subdivision:**

**Type of Work:** Construction

**Reason for Repair, Modification, Abandonment:**

**Number of Proposed Wells:** 1

**Intended Use of Well(s):** Monitor-Permanent

**Distance from Septic System (ft.):** N/A

**Facility Description:** Bank

**Estimated Start Date:** 06/02/2015

**Estimated Well Depth (ft.):** 60

**Estimated Casing Depth (ft.):** 50

**Primary Casing Diameter (in.):** 1

**Production Interval Type:** Screen

**Production Interval From:** 60 **To:** 50

**Primary Casing Material:** PVC

**Secondary Casing Type:**

**Secondary Diameter (in.):**

**Secondary Casing Material:**

**Construction Method:** Auger

**Total No. of Existing Wells on Site:** 2

**No. of Existing Unused Wells on Site:**

**Is this well or any existing well or water withdrawal on the owner's contiguous property covered under a Consumptive/Water Use Permit (CUP/WUP) or CUP/WUP application?** No

**CUP/WUP No.:**

**District Well ID No.:**

**Latitude:** 303215

**Longitude:** 872130

**Data Obtained From:** GIS

**Datum:** NAD83

**Comments:**

**Proposed Grouting Interval:**

**Casing Type:** Primary

**Grout From (ft.):** 50

**Grout To (ft.):** 0

**Seal Material:** Neat Cement

**Submitted by:**

Sean Ryan

License No: 3235

3720 McClellan Road, Pensacola, FL 32503

Telephone: 8504340846

**Approval Granted By:**

**Application Received Date:** 05/26/2015

**Issue Date:** 05/26/2015

**Expiration Date:** 08/24/2015

**Hydrologist Approval:**

**Exemption Requested:** No

**Payment(s) Received** Receipt#: 12543 - Payment Amount: \$30

THIS PERMIT IS NOT VALID UNTIL A PERMIT NUMBER IS PRESENT IN THE BOX AT THE UPPER RIGHT CORNER OF THIS FORM. THIS PERMIT SHALL BE AVAILABLE AT THE WELL SITE DURING ALL CONSTRUCTION, REPAIR, MODIFICATION, OR ABANDONMENT ACTIVITIES. THIS PERMIT IS VALID FOR 90 DAYS FROM DATE OF ISSUE.

**Permit #: W201502712 / Application#: 255613**

**Owner Name: Navy Federal Credit Union**

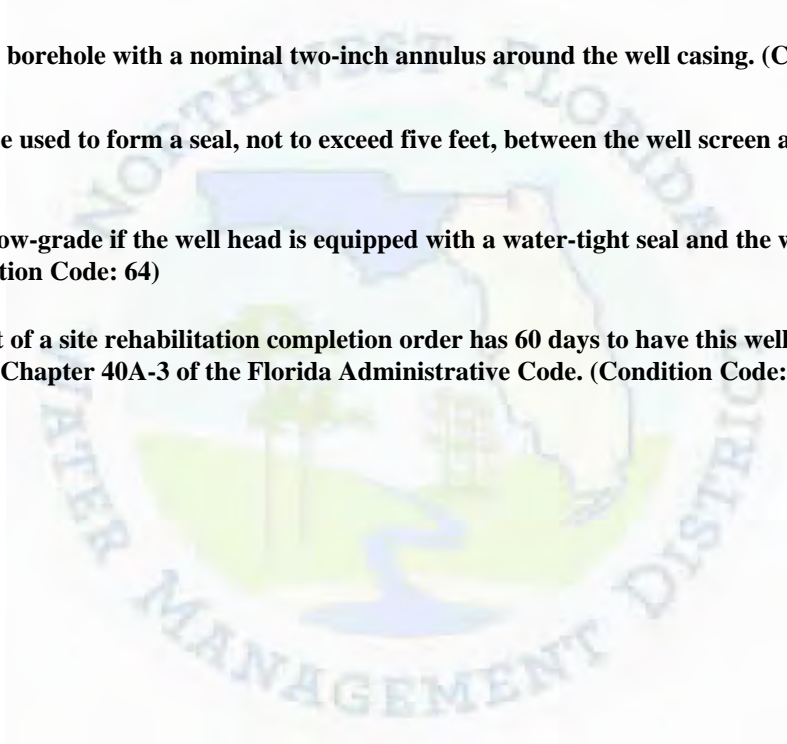
**Owner Address: 5550 Heritage Oaks Drive , Pensacola, FL 32526**

**Well Location: 5550 Heritage Oaks Drive, Pensacola 32526**

**Well County: Escambia**

### **Permit Conditions:**

- 1. The annulus of the well casing shall be grouted using neat Portland cement; bentonite grout is prohibited other than to form a seal between the well screen and the overlying Portland cement grout, or as an additive, up to five percent by weight, to the Portland cement. (Condition Code: 15)**
- 2. Grouting required from bottom of casing to land surface. (Condition Code: 21)**
- 3. Contractor must seal terminus of well casing at land surface with one cubic foot of cement. (Condition Code: 41)**
- 4. The contractor shall create a borehole with a nominal two-inch annulus around the well casing. (Condition Code: 60)**
- 5. Bentonite or fine sand may be used to form a seal, not to exceed five feet, between the well screen and the Portland cement. (Condition Code: 62)**
- 6. The well may be finished below-grade if the well head is equipped with a water-tight seal and the well-head finish includes an appropriate access box. (Condition Code: 64)**
- 7. The well owner, upon receipt of a site rehabilitation completion order has 60 days to have this well properly plugged and abandoned in accordance with Chapter 40A-3 of the Florida Administrative Code. (Condition Code: 65)**





# Florida Well Completion Report Data

1. Permit Number W201502712 CUP/WUP Number \_\_\_\_\_ DIP \_\_\_\_\_ 62-524 Delineation No. \_\_\_\_\_  
2. Number of permitted wells constructed, repaired, or abandoned 1 Number of permitted wells not constructed, repaired, or abandoned \_\_\_\_\_  
3. Owner's Name Navy Federal Credit Union 4. Completion Date 07/14/2015 5. Florida Unique ID \_\_\_\_\_  
6. Well Location 5550 Heritage Oaks Drive, Beulah  
7. County Escambia Section 4 Land Grant \_\_\_\_\_ Township 01S Range 31W  
8. Latitude \_\_\_\_\_ Longitude \_\_\_\_\_  
9. Data Obtained From \_\_\_\_\_ Datum \_\_\_\_\_

10. Type of Work Construction  
11. Use of Well Monitor-Permanent

12. Drill Method Auger  
13. Measured Static Water Level 33 ft. Measured Pumping Water Level \_\_\_\_\_ ft. After \_\_\_\_\_ Hours at \_\_\_\_\_ GPM  
14. Measuring Point Top of casing Which is 3 ft. Above land surface Flowing \_\_\_\_\_  
15. Casing Material PVC  
16. Total Well Depth 60 ft. Cased Depth 50 ft.  
Production Interval(s)  
Screen : From 60 To 50 ft. Slot Size .01

Grout Intervals (Sections 18 through 21)

18. Surface Casing Grout Interval : None Entered

19. Primary Casing Grout Interval(s) :

Diameter (in.)	From (ft.)	To (ft.)	Number of Bags	Grout Material
1	48	0	6	Neat Cement
1	50	48	1	Bentonite

20. Liner Casing Grout Interval : None Entered

21. Telescope Casing Grout Interval : None Entered

22. Pump Type : \_\_\_\_\_ 23. Chemical Analysis :  
Horsepower \_\_\_\_\_ Pump Capacity (GPM) \_\_\_\_\_ Iron \_\_\_\_\_ ppm Sulfate \_\_\_\_\_ ppm Chloride \_\_\_\_\_ ppm  
Pump Depth \_\_\_\_\_ ft. Intake Depth \_\_\_\_\_ ft.

**DRILL CUTTINGS LOG** (Examine cuttings every 20 ft. or at formation changes. Note cavities and depth to producing zone.)

From 60 ft. To 48 ft. Color White Grain Size Fine Material Sand  
From 48 ft. To 0 ft. Color Orange Grain Size Fine Material Clay

Comments N 3378874.22 E 466225.24  
Well was named MW# 177



24. Water Well Contractor :

The Licensed Contractor has certified the information presented in this form is accurate and true upon submitting the information to the District using the on-line completion report forms.

Driller Name : Sean Ryan

Contractor Name : Sean Ryan

License No.: 3235

Contractor Address : 3720 McClellan Road

Submitted By : Telephone: 8504340846

Email Address :sjryan1128@gmail.com

Submittal Date :07/15/2015 04:53 PM

**Supplemental Casing Information (Permit Number : W201502712 )**  
**(Sections 18 through 21, Florida Well Completion Report)**

18. Surface Casing Diameter and Depth : None Entered

19. Primary Casing Diameter and Depth :

Diameter (in.)	From (ft.)	To (ft.)	Casing Material
1	50	0	PVC

20. Liner Casing Diameter and Depth : None Entered

21. Telescope Casing Diameter and Depth : None Entered



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

**AI-9693**

**County Administrator's Report 13. 9.**

**BCC Regular Meeting**

**Technical/Public Service Consent**

**Meeting Date:** 01/21/2016

**Issue:** Commissioner Appointment to the Council on Aging

**From:** Jack Brown, County Administrator

**Organization:** County Administrator's Office

**CAO Approval:**

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### **RECOMMENDATION:**

Recommendation Concerning a Commissioner Appointment to the Council on Aging - Jack R. Brown, County Administrator

That the Board confirm and acknowledge, for the Board's Official Record, the appointment of Commissioner Lumon May to the Council on Aging by the Council on Aging Board of Directors at their December 15, 2015, Annual Board Meeting. Commissioner May's new two-year term is effective December 2015 to December 2017.

### **BACKGROUND:**

The Council on Aging Board of Directors unanimously voted at their December 15, 2015, Annual Board Meeting to approve a new two-year term for County Commissioner Lumon May. The notification letter from the President/CEO of the Council on Aging is provided for review.

### **BUDGETARY IMPACT:**

N/A

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

N/A

### **PERSONNEL:**

N/A

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

Board Policy Section I, B1, Appointment Policy Procedures, requires confirmation by the Board of all appointments to Boards and Committees on which Commissioners serve.

### **IMPLEMENTATION/COORDINATION:**

N/A

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### **Attachments**

Letter from John B. Clark

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December 29, 2015

875 Royce Street/P.O. Box 17066  
Pensacola, Florida 32522-7066  
(850) 432-1475  
FAX (850) 479-7986  
Florida Relay: 711  
www.coawfla.org  
info@coawfla.org

Judy Witterstaeter  
Escambia County Board of County Commissioners  
222 South Palafox Place  
Pensacola, FL 32502

Dear Judy:

This letter is to let you know that at their December 15 annual board meeting, the Council on Aging Board of Directors unanimously voted to approve a new two year term for County Commissioner Lumon May. His term as a board member will be December 2015 to December 2017.

Please let me know if you need more information. Thank you so much for your assistance.

Sincerely,

John B. Clark  
President/CEO

CY: Lumon May

**OFFICERS**

*Chair*  
Caron Sjoberg  
*First Vice Chair*  
Robert Mills  
*Second Vice Chair*  
Sonya Daniel  
*Secretary*  
Pensacola Councilmember  
P.C. Wu  
*Treasurer*  
James M. "Mick" Novota  
*Immediate Past Chair*  
DeeDee Davis

**BOARD MEMBERS**

Lorenzo Aguilar  
Malcolm Ballinger  
Rabbi Joel Fleekop  
Donna Jacobi, M.D.  
Lois B. Lepp, PA  
Attorney at Law  
Kathleen Logan  
Andy Marlette  
Escambia County Commissioner  
Lumon May  
Chaplain Larry Mosley  
Thomas Pace, Jr.  
Tara Peterson  
Santa Rosa School Board District 1  
Diane L. Scott, Ph.D.  
Monica Sherman  
Sue Straughn  
Edgar M. Turner  
Richard M. Tuten  
Dona Usry  
Marie K. Young

**MEMBERS EMERITI**

Joe Black  
Rosemary Bonifay  
John Brick  
Kenneth Kelson  
Zola Lett  
Charles H. Overman, III  
Malcolm Parker  
Ethel Tamburello

**PRESIDENT/CEO**

John B. Clark



Please remember the Council on Aging of West Florida, Inc. in your will and let us know when you do so we can thank you.



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

**AI-9563**

**County Administrator's Report 13. 1.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 01/21/2016

**Issue:** Voluntary Cleanup Tax Credit Application for Property Located at 603 West Romana Street

**From:** Tonya Gant, Director

**Organization:** Neighborhood & Human Svcs

**CAO Approval:**

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#### **RECOMMENDATION:**

Recommendation Concerning the Escambia County 2015 Voluntary Cleanup Tax Credit Application for County-Owned Property at 603 West Romana Street - Tonya Gant, Neighborhood & Human Services Department Director

That the Board take the following action regarding the Escambia County 2015 Voluntary Cleanup Tax Credit Application and Affidavit for County-Owned Property at 603 West Romana Street:

A. Approve the Application to the Florida Department of Environmental Protection Agency (FDEP) for the Escambia County 2015 Voluntary Cleanup Tax Credit (VCTC) Application and Affidavit for County-owned property at 603 West Romana Street; and

B. Authorize the Chairman to sign the Application and all related documents.

[Funding Source: In the event of monetary gain, funds will be deposited in Fund 129, CDBG HUD Entitlement, Brownfields]

#### **BACKGROUND:**

Environmental Site Cleanup and Remediation at the former Escambia County Mosquito Control Facility located at 603 West Romana Street are ongoing expenditures totaling \$73,818.98 for the year 2015. The County is eligible to apply for tax credits through the FDEP VCTC Program. This program allows entities and/or individuals to recover certain expenses incurred in the voluntary execution of site assessment/remediation for hazardous materials in the form of tax credits issued by the Florida Department of Revenue through the FDEP. Escambia County is eligible to receive \$36,909.49 in tax credits for 2012.

The VCTC is a State Economic Development Tax Incentive designed to be used against the Florida Corporate Tax liabilities. The State allows the tax credits to be transferred to

another entity one time during the life of the instrument, i.e. through the sale of the individual instrument or by assigning the credits to another entity.

**BUDGETARY IMPACT:**

In the event of monetary gain, funds from the sale of the tax credits will be deposited in Fund 129, CDBG HUD Entitlement, Brownfields.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

No Legal consideration is required for this recommendation.

**PERSONNEL:**

Neighborhood & Human Services Department/Community Redevelopment Agency (NHS/CRA) staff will coordinate all tasks.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

Board approval is required for submittal of all applications.

**IMPLEMENTATION/COORDINATION:**

NHS/CRA Staff, in coordination with the FDEP, shall execute and deliver all documents and perform further actions necessary to complete to complete the application.

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**Attachments**

2016 VCTC Application

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# Solid Waste Voluntary Cleanup Tax Credit Completeness Checklist

Application #: \_\_\_\_\_ Brownfield ID#: 170502001

Applicant's Name: ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

Address: 221 PALAFOX, 4<sup>TH</sup> FL OCH

PENSACOLA

(City)

FLORIDA

(State)

32502

(Zip code)

Phone Number: (850) 595 - 3538 E-mail: 9c9r1ffi@myescambia.com  
(Area code)

FEID#/SSN: \_\_\_\_\_

(Circle One)

1. Is the applicant's solid waste financial affidavit on page 9 signed and notarized? ☒ YES ☐ NO
2. Is the required supporting documentation included (i.e., contracts, invoices, etc.)? ☒ YES ☐ NO
3. Is all information certified by the CPA (page 11)? ☒ YES ☐ NO
4. Is the CPA's Report included? ☒ YES ☐ NO
5. Was a technical professional certification (page 12) required? ☒ YES ☐ NO
6. If the technical professional certification was required, was page 12 signed and sealed? ☒ YES ☐ NO ☐ N/A
7. Were the costs claimed incurred and paid within the eligible timeframe? ☒ YES ☐ NO
8. Is the \$250 application review fee enclosed? ☒ YES ☐ NO
9. Is proof of applicant's BSRA enclosed (cover page and signature page)? ☒ YES ☐ NO ☐ N/A
10. If there are **multiple** applicants...
  - Has each applicant submitted a copy of Section I, #1. of the application? YES NO ☒ N/A
  - Has each applicant signed and notarized the financial affidavit on Page 9? YES NO ☒ N/A
  - Does each financial affidavit indicate the applicant's cost share percentage? YES NO ☒ N/A
11. Is the application complete? ☒ YES ☐ NO  
(Any "NO" answers = incomplete)
12. If the application is incomplete, has the applicant been notified? YES NO  
(if Yes, when \_\_\_\_/\_\_\_\_/\_\_\_\_)

Cursory review comments: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## **Independent Accountants' Report on Applying Agreed-Upon Procedures**

Board of County Commissioners  
Escambia County, Florida

We have performed the procedures enumerated below, which were agreed to by the Escambia County Board of County Commissioners, solely to assist you with the filing of a Voluntary Cleanup Tax Credit Application (the "Application Package") related to the Escambia County Mosquito Control Facility (located at 603 West Romana Street, Pensacola, Florida) site rehabilitation project (Brownfield Area and Site Identification Number BF170502001) with the Florida Department of Environmental Protection for the calendar year ending December 31, 2015. Escambia County Board of Commissioner Chairman, Grover Robinson, is responsible for the filing of a Voluntary Cleanup Tax Credit Application related to the Mosquito Control Facility site rehabilitation project with the State of Florida, Department of Environmental Protection. This agreed-upon-procedures engagement was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. The sufficiency of the procedures is solely the responsibility of those parties specified in this report. Consequently, we make no representation regarding the sufficiency of the procedures described below either for the purpose for which this report has been requested or for any other purpose.

### **Procedures:**

The following procedures were applied to the schedule of costs presented in Attachment A which were incurred and paid by Escambia County Board of County Commissioners:

- We verified the accuracy and validity of the invoice numbers, invoice dates, invoice amounts, and related mathematical accuracy of the invoices and related supporting documentation included in the Application Package.
- We verified the site rehabilitation costs included in the Application were for expenses incurred and paid within the 2015 calendar year.
- We verified the amounts paid for costs of the project were not duplicated in the Application Package.
- We obtained the voucher packages which were prepared and approved by the purchasing and accounts payable departments of the County and the cancelled checks payable to Cameron-Cole, LLC. We compared this information to the amounts included on Attachment A. All disbursements were properly approved and agreed to the amounts recapped on Attachment A.
- We obtained an independent confirmation from Cameron-Cole, LLC to verify the costs included in the Application Package were related to the Escambia County Mosquito Control Facility site rehabilitation project, the work was performed, and the payments were received during the period from January 1, 2015 to December 31, 2015. This was confirmed by Cameron-Cole, LLC.

- We verified that the Escambia County Board of County Commissioners incurred and paid all those costs which it asserted to be eligible for tax credits in the VCTC Application.
- We obtained a representation letter from management confirming they have made available to us all relevant information and they have responded fully to all inquiries made by us during the engagement.

We were not engaged to, and did not, conduct an audit, the objective of which would be the expression of an opinion on the specified elements, accounts, or items. Accordingly, we do not express such an opinion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

This report is intended solely for the information and use of Escambia County Board of County Commissioners and the State of Florida Department of Environmental Protection and is not intended to be used by anyone other than those specified parties.

*Warren Averett, LLC*

December 30, 2015  
Pensacola, Florida

**Attachment A**

**Schedule of Costs**

**Escambia County, Florida Board of County Commissioners  
Mosquito Control Facility Voluntary Cleanup Tax Credit Application  
603 West Romana Street, Pensacola, Florida  
Brownfield Area and Site Identification Number BF170502001**

<b>Invoice Date</b>	<b>Invoice No.</b>	<b>Vendor</b>	<b>Scope of Work</b>	<b>Amount of Scope of Work</b>	<b>Invoice Amount</b>	<b>Amount eligible</b>	<b>Check Voucher Date</b>	<b>Date Check Voucher Paid</b>
2/10/2015	811295	Cameron-Cole	Partial Year 2 Quarter 4 Operations and Maintenance Annual Report Preparation; Year 3 Quarter 1 Operation & Maintenance	\$210,908.00	\$9,053.55	\$8,461.66	3/11/2015	3/12/2015
3/6/2015	811366	Cameron-Cole	Partial Year 2 Quarter 4 Operations and Maintenance Annual Report Preparation; Year 3 Quarter 1 Operation & Maintenance; Fate and Transport	\$210,908.00	\$6,027.94	\$6,027.94	4/15/2015	4/16/2015
4/8/2015	811471	Cameron-Cole	Year 3 Quarter 1 Groundwater Sampling and Operation & Maintenance	\$210,908.00	\$7,177.20	\$7,177.20	4/29/2015	4/30/2105
5/26/2015	811606	Cameron-Cole	Year 3 Quarter 1 Operation and Maintenance, Quarterly Groundwater Sampling, and Report Preparation	\$210,908.00	\$10,225.77	\$10,225.77	6/24/2015	6/25/2015
6/5/2015	811700	Cameron-Cole	Year 3 Quarter 1 Operation and Maintenance	\$210,908.00	\$1,879.25	\$1,879.25	7/1/2015	7/2/2015
7/8/2015	811803	Cameron-Cole	Year 3 Quarter 1 Operation and Maintenance and Quarterly Groundwater Sampling	\$210,908.00	\$6,713.33	\$6,713.33	8/12/2015	8/13/2015
8/7/2015	811924	Cameron-Cole	Year 3 Quarter 2 Operation & Maintenance; Partial Groundwater Sampling and Partial report Preparation	\$210,908.00	\$4,902.57	\$4,902.57	9/2/2015	9/3/2015
9/8/2015	812021	Cameron-Cole	Year 3 Quarter 2 Operation & Maintenance and Partial report Preparation	\$210,908.00	\$4,190.98	\$4,190.98	10/14/2015	10/15/2015
10/7/2015	812085	Cameron-Cole	Year 3 Quarter 2 Partial Operation & Maintenance and Groundwater sampling	\$210,908.00	\$5,611.93	\$5,611.93	10/14/2015	10/15/2015
11/6/2015	812207	Cameron-Cole	Year 3 Quarter 3 Operation & Maintenance; Year 3 Quarter 2 Partial Report Prep.	\$210,908.00	\$4,019.23	\$4,019.23	12/2/2015	12/3/2015
12/7/2015	812306	Cameron-Cole	Year 3 Quarter 3 Operation & Maintenance; Year 3 Quarter 2 Finalize Report	\$210,908.00	\$6,183.50	\$6,183.50	12/21/2015	12/22/2015
12/9/2015	812334	Cameron-Cole	Year 3 Quarter 3 Annual Groundwater Sampling and Operation & Maintenance	\$210,908.00	\$7,833.73	\$7,833.73	12/21/2015	12/22/2015

**Total eligible costs incurred and paid per application \$73,227.09**



Board of County Commissioners • Escambia County, Florida

Tonya Gant, Director  
Neighborhood & Community Services Department

Clara Long, Division Manager  
Community Redevelopment Agency

December 23, 2015

Cameron-Cole, LLC  
Mr. John Bondurant  
Vice President/Regional Manager  
200 E. Government Street, Ste. 100  
Pensacola, FL 32501

Dear Mr. Bondurant,

Our auditors, Warren Averett, LLC, are conducting agreed-upon procedures on the Voluntary Cleanup Tax Credit application we are submitting to the Florida Department of Environmental Protection. Please complete the attached request to confirm the costs incurred by the Escambia County Board of County Commissioners and paid to your firm, Cameron-Cole, LLC, solely in connection with the site assessment and rehabilitation services performed at the Escambia County Mosquito Control Facility site during the period from January 1, 2015 through December 31, 2015.

Please fax your reply to 850-435-2888, Attn: Kristen McAllister or email your response to [kristen.mcallister@warrenaverett.com](mailto:kristen.mcallister@warrenaverett.com).

Sincerely,

A handwritten signature in blue ink that reads "Glenn Griffith". The signature is written in a cursive style with a large, stylized "G" and "G".

Glenn Griffith  
Brownfields Coordinator



The following costs were incurred and paid by Escambia County for services integral to site rehabilitation for the Mosquito Control Facility during the period from January 1, 2015 through December 31, 2015:

Invoice No.	Invoice Date	Amount of Invoice/s	Eligible expenditures paid and incurred during 2015	Scope of Work Title/Date	County Purchase order number	Voucher Number	Date of Respective Voucher Payment
811295	2/10/2015	\$9,053.55	\$8,461.66	Partial Year 2 Quarter 4 Operations and Maintenance Annual Report Preparation; Year 3 Quarter 1 Operation & Maintenance	141429	V14379	3/11/2015
811366	3/6/2015	\$6,027.94	\$6,027.94	Partial Year 2 Quarter 4 Operations and Maintenance Annual Report Preparation; Year 3 Quarter 1 Operation & Maintenance; Fate and Transport	141429	V14729	4/15/2015
811471	4/8/2015	\$7,177.20	\$7,177.20	Year 3 Quarter 1 Groundwater Sampling and Operation & Maintenance	141429	V14881	4/29/2015
811606	5/26/2015	\$10,225.77	\$10,225.77	Year 3 Quarter 1 Operation and Maintenance, Quarterly Groundwater Sampling, and Report Preparation	141429	V15430	6/24/2015
811700	6/5/2015	\$1,879.25	\$1,879.25	Year 3 Quarter 1 Operation and Maintenance	141429	V15490	7/1/2015
811803	7/8/2015	\$6,713.33	\$6,713.33	Year 3 Quarter 1 Operation and Maintenance and Quarterly Groundwater Sampling	141429	V15896	8/12/2015
811924	8/7/2015	\$4,902.57	\$4,902.57	Year 3 Quarter 2 Operation & Maintenance; Partial Groundwater Sampling and Partial report Preparation	141429	V16129	9/2/2015
812021	9/8/2015	\$4,190.98	\$4,190.98	Year 3 Quarter 2 Operation & Maintenance and Partial report Preparation	141429	V16574	10/14/2015
812085	10/7/2015	\$5,611.93	\$5,611.93	Year 3 Quarter 2 Partial Operation & Maintenance and Groundwater sampling	141429	V16574	10/14/2015
812207	11/6/2015	\$4,019.23	\$4,019.23	Year 3 Quarter 3 Operation & Maintenance; Year 3 Quarter 2 Partial Report Prep.	141429	V17006	12/2/2015
812306	12/7/2015	\$6,183.50	\$6,183.50	Year 3 Quarter 3 Operation & Maintenance; Year 3 Quarter 2 Finalize Report	141429	V17217	12/21/2015
812334	12/9/2015	\$7,833.73	\$7,833.73	Year 3 Quarter 3 Annual Groundwater Sampling and Operation & Maintenance	141429	V17217	12/21/2015



Please mark your response and sign below:

☒ Yes, the above information is complete and accurate in all respects and represents expenses integral to site rehabilitation.

☐ No, the above information is not complete and accurate due to the following:

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Signature: John H. Bondurant

Title: John Bondurant, Vice President/Regional Manager

Date: 12/28/15



# Department of Environmental Protection

## VOLUNTARY CLEANUP TAX CREDIT APPLICATION AND AFFIDAVIT

Pursuant to the provisions of s. 376.30781, F.S., application for a Voluntary Cleanup Tax Credit (VCTC) is hereby made. The following information is submitted in support of this application. Please complete the applicable sections of this form, draw a diagonal line through inapplicable sections, and submit the entire application form along with any other required documentation.

### SECTION I. – APPLICANT INFORMATION

#### A. APPLICANT<sup>1</sup>

Name: Grover C. Robinson, IV, Chairman

Address: 221 Palafox

(Street or P.O. Box)

Pensacola Florida 32502  
(City) (State) (Zip Code)

Applicant's Point of Contact: Glenn Griffith, Brownfields Coordinator

Telephone Number: (850) 595-4940

E-mail: district4@myescambia.com

I request that all correspondence related to this application be sent to the applicant's point of contact at their:

☒ postal address    ☐ e-mail address (Choose one)

Federal Employment Identification Number (FEID), if applicant is a business: 596000598

— **-OR-** (9-digit number)

Social Security Number, if applicant is an individual:        -        -        (9-digit number)

#### B. APPLICANT'S AUTHORIZED AGENT OR REPRESENTATIVE (OPTIONAL)

Name: Glenn Griffith, Brownfields Coordinator

Address: 221 Palafox, Old County Courthouse, Suite 305, 4<sup>th</sup> Floor

(Street or P.O. Box)

Pensacola Florida 32502  
(City) (State) (Zip Code)

Telephone Number: (850) 595 - 3538

E-mail: gcgriffi@myescambia.com

Application Number

(FDEP Use Only)

I request that, in addition to the applicant's point of contact, all correspondence related to this application be sent to the applicant's authorized agent or representative at their:

postal address    ☒ e-mail address *(Choose one)*

*If multiple tax credit applicants are submitting a joint application for one site, please make copies of this page and have each tax credit applicant complete Section I, Applicant Information of this application.*

## SECTION II. – SITE INFORMATION

### A. SITE IDENTIFICATION

**Brownfield Site** /Drycleaning Facility Name: Former Escambia County Mosquito Control Facility

Address: 603 W. Romana

(Street or P.O. Box)

Pensacola  
(City)

Florida  
(State)

32502  
(Zip Code)

**Brownfield Site Identification Number:** BF 1 7 0 5 0 2 0 0 1  
(9-digit number)

Is there more than one contaminated site, as defined by Department rule, covered by the above Brownfield Site Rehabilitation Agreement (BSRA)? No (Yes/No)

-----OR-----

**DEP Drycleaning Facility Identification Number:** \_\_\_\_\_  
(9-digit number)

If this application is for a Drycleaning Solvent Cleanup Program (DSCP) site and the Real Property Owner is not the applicant, please provide Real Property Owner information.

Name: \_\_\_\_\_

Address: \_\_\_\_\_

(Street or P.O. Box)

(City)

(State)

(Zip Code)

Telephone Number: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ E-mail: \_\_\_\_\_

### B. TYPE OF SITE

- ☐ (1) A drycleaning solvent contaminated site eligible for state-funded site rehabilitation under s. 376.3078(3), F.S. The applicant must complete **Section II.C.** on page 3;
- ☐ (2) A drycleaning solvent contaminated site at which cleanup is undertaken by the real property owner pursuant to s. 376.3078(11), F.S., if the real property owner is not also, and has never been, the owner or operator of the drycleaning facility where the contamination exists. The applicant must complete **Section II.D.** on page 3; or
- ☒ (3) A brownfield site in a designated brownfield area under s. 376.80, F.S.

**C. DSCP SITES ELIGIBLE FOR STATE-FUNDED SITE REHABILITATION**

*See paragraph 62-788.300(3)(d), F.A.C.*

If box B.(1) is checked on page 2, the applicant must submit with this application a copy of the Department's eligibility order for the DSCP and the appropriate deductible payment, as indicated in the order. Please include a cashier's check or money order (DO NOT SEND CASH, PERSONAL CHECKS, OR CORPORATE CHECKS) made payable to the Water Quality Assurance Trust Fund. This check or money order must be separate from the \$250 non-refundable application review fee required by Section VIII of this application. Please check the appropriate box below to indicate the amount enclosed or previously paid:

- ☐ \$1,000 (complete DSCP applications submitted by June 30, 1997)
- ☐ \$5,000 (complete DSCP applications submitted July 1, 1997, through September 30, 1998)
- ☐ \$10,000 (complete DSCP applications submitted October 1, 1998, through December 31, 1998)
- ☐ Deductible previously paid in \_\_\_\_\_ (year) VCTC application

**D. REAL PROPERTY OWNER AFFIDAVIT**

*See paragraph 62-788.300(3)(b), F.A.C.*

If box B.(2) is checked on page 2, the following affidavit must be signed by the real property owner and notarized:

The undersigned, under penalties of perjury, does solemnly swear that the applicant is the real property owner of the property containing the drycleaning solvent contaminated site at which the applicant is voluntarily conducting site rehabilitation, and that the applicant is not, and has never been, the owner or operator of the drycleaning facility where the contamination exists.

\_\_\_\_\_  
Signature of Real Property Owner or Authorized Corporate Real Property Owner Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name of Real Property Owner or Corporate Real Property Owner

\_\_\_\_\_  
Print Name of Authorized Corporate Real Property Owner Representative

\_\_\_\_\_  
Title

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

Sworn to (or affirmed) and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_  
Real Property Owner's Name

Personally known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_

\_\_\_\_\_  
Signature of Notary Public - State of Florida

Type of Identification Produced \_\_\_\_\_

\_\_\_\_\_  
(Print, type, or stamp Commissioned Name of Notary Public)

### SECTION III. – DOCUMENTATION

*For more detail, see paragraphs 62-788.300(3)(f) and .330(3)(d), F.A.C.*

This application package must include copies of documentation sufficient to demonstrate that the tax credit applicant, which must be the signatory to a Voluntary Cleanup Agreement or BSRA, incurred and paid the costs that were either integral to site rehabilitation or that were for solid waste removal (applies to BSRAs only). Costs for **site rehabilitation** must have been incurred between January 1 and December 31 of the year for which the application is being submitted and paid prior to submittal of the tax credit application; costs for **solid waste removal** must have been incurred and paid since July 1, 2006.

The documentation must clearly describe the goods or services and associated costs that are being claimed in the application. Copies of documents for goods or services that are being claimed must be sufficient to demonstrate a link between the contractual records, the payment requests associated with the contractual records, and the payment records for the claimed portions of the payment requests, as required by each of the following three paragraphs:

1. Contractual records that describe the scope of work performed during the applicable time period that was either integral to site rehabilitation or for solid waste removal. Examples include: contracts, documentation of contract negotiations, proposals, work orders, task orders, and change orders; and
2. Payment requests that describe the goods or services provided in support of the above scope of work. Examples include: invoices, sales tickets, and account statements. **Payment request documents that include costs for goods or services that are not being claimed in the VCTC application must clearly identify which costs are being claimed;** and
3. Payment records that describe the actual costs incurred and paid for the goods or services above. Examples include: cancelled checks, or other payment records from purchases, sales, leases, or other transactions.

The Certified Public Accountant (CPA) and Technical Professional Certifications are not required if the applicant is claiming only an Affordable Housing, Health Care, and/or SRCO VCTC, because the tax credit applicant will have previously provided this documentation in the annual site rehabilitation application(s).



## SECTION IV. – TAX CREDIT CLAIM AND CALCULATION

### A. TYPE OF TAX CREDIT CLAIMED (Check all that apply and complete additional sections as directed)

- ☒ (a) Site Rehabilitation; requires completion of Section IV.B.  
☐ (b) Site Rehabilitation Completion Order bonus; requires completion of Section IV.C.  
☐ (c) Affordable Housing bonus; requires completion of Section IV.D.  
☐ (d) Health Care bonus; requires completion of Section IV.E.  
☐ (e) Solid Waste Removal; requires completion of Section IV.F.

### B. SITE REHABILITATION

See Rule 62-788.300, F.A.C.

Complete this section to claim a credit in the amount of 50% of the cost of voluntary cleanup activity that was integral to site rehabilitation conducted during the calendar year for which this tax credit application is being submitted.

1. Total site rehabilitation costs incurred and paid by the applicant for this calendar year \$ 73,227.09
2. 50% of the amount on line 1. or \$500,000 - whichever is less \$ 36,613.55
3. Joint applicant – The percentage and corresponding amount of site rehabilitation costs on line 1. contributed by the joint applicant for this calendar year  
Joint applicant name \_\_\_\_\_ NONE \_\_\_\_\_  
\_\_\_\_\_ 0 \_\_\_\_\_ % contributed  
\$ \_\_\_\_\_ 0 \_\_\_\_\_ Amount contributed

### C. SITE REHABILITATION COMPLETION ORDER BONUS

See Rule 62-788.300, F.A.C.

If the Department issued a "No Further Action" (NFA) order (i.e., Site Rehabilitation Completion Order - SRCO) for the contaminated site, complete this section to claim the SRCO bonus in accordance with the dates and percentages in the table below.

1. Total eligible site rehabilitation costs incurred and paid by the applicant from July 1, 1998 through June 30, 2006 \$ \_\_\_\_\_
2. 10% of the amount on line 1. or \$50,000 - whichever is less \$ \_\_\_\_\_ SRCO bonus claimed before July 1, 2006
3. Total eligible site rehabilitation costs incurred and paid by the applicant on or after July 1, 2006 \$ \_\_\_\_\_
4. 25% of the amount on line 3. or \$500,000 - whichever is less \$ \_\_\_\_\_ SRCO bonus claimed on or after July 1, 2006
5. Joint applicant – The percentage and corresponding amount of total eligible site rehabilitation costs on lines 1. and 3. contributed by the applicant  
Joint applicant name \_\_\_\_\_  
\_\_\_\_\_ % contributed  
\$ \_\_\_\_\_ Amount contributed

➤ If multiple tax credit applicants are submitting a joint application for one site, please have each applicant indicate that applicant's percentage and amount contributed to payment of site rehabilitation costs on a copy of this page and have each applicant complete a separate copy of the affidavit in Section VII.

➤ The combined SRCO bonus amount claimed for site rehabilitation conducted before and after June 30, 2006 cannot exceed \$500,000.



#### D. AFFORDABLE HOUSING BONUS

See Rule 62-788.310, F.A.C.

If use of the brownfield site identified in the BSRA is limited to affordable housing, complete this section to claim a tax credit in the amount of 25% of the eligible cost of voluntary cleanup activity that was integral to site rehabilitation and incurred on or after **July 1, 2006**.

1. Total eligible site rehabilitation costs incurred and paid by the applicant on or after July 1, 2006  
\$ \_\_\_\_\_
2. 25% of the amount on line 1. or \$500,000 - whichever is less  
\$ \_\_\_\_\_ **Affordable Housing bonus claimed**
3. Joint applicant - The percentage and corresponding amount of total eligible site rehabilitation costs on line 1. contributed by the applicant  
Joint applicant name \_\_\_\_\_  
\_\_\_\_\_ % contributed  
\$ \_\_\_\_\_ Amount contributed

In accordance with Rule 62-788.310(2), F.A.C., please provide a certification letter from the party to the use agreement that is identified below.

- ☐ (a) Florida Housing Finance Corporation
- ☐ (b) Local housing authority \_\_\_\_\_ (Name of Agency)
- ☐ (c) Other government agency \_\_\_\_\_ (Name of Agency)

➤ *If multiple tax credit applicants are submitting a joint application for one brownfield site, please have each applicant indicate that applicant's percentage and amount contributed to payment of site rehabilitation costs on a copy of this page and have each applicant complete a separate copy of the affidavit in Section VII.*

## E. HEALTH CARE FACILITY OR HEALTH CARE PROVIDER BONUS

See Rule 62-788.320, F.A.C.

If use of the brownfield site identified in the BSRA includes a health care facility or a health care provider, pursuant to Sections 408.032, 408.07, or 408.7056, F.S., complete this section to claim a credit in the amount of 25% of the eligible cost of voluntary cleanup activity that was integral to site rehabilitation and incurred on or after **January 1, 2008**.

1. Total eligible site rehabilitation costs incurred and paid by the applicant on or after January 1, 2008 \$ \_\_\_\_\_
2. 25% of the amount on line 1. or \$500,000 - whichever is less \$ \_\_\_\_\_ **Health Care Facility/Provider bonus claimed**
3. Joint applicant - The percentage and corresponding amount of total eligible site rehabilitation costs on line 1. contributed by the applicant  
Joint applicant name \_\_\_\_\_  
\_\_\_\_\_ % contributed  
\$ \_\_\_\_\_ Amount contributed

Please check the category of health care facility or health care provider and specify the type of facility/provider in the space provided.

- ☐ (a) Health Care Facility pursuant to Section 408.032, F.S., \_\_\_\_\_
- ☐ (b) Health Care Facility/Provider pursuant to Section 408.07, F.S., \_\_\_\_\_
- ☐ (c) Health Care Provider pursuant to Section 408.7056, F.S., \_\_\_\_\_

Health Care Facility/Provider claimed in this application:

Doing Business As: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ County: \_\_\_\_\_

Telephone Number: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

In accordance with Rule 62-788.320(2), F.A.C., please provide a copy of one of the required supporting documents listed below.

- ☐ (a) Certificate of Occupancy
- ☐ (b) License for the operation of the Health Care Facility or Health Care Provider
- ☐ (c) Certificate for the operation of the Health Care Facility or Health Care Provider

➤ If multiple tax credit applicants are submitting a joint application for one brownfield site, please have each applicant indicate that applicant's percentage and amount contributed to payment of site rehabilitation costs on a copy of this page and have each applicant complete a separate copy of the affidavit in Section VII.

## F. SOLID WASTE REMOVAL TAX CREDIT

See Rule 62-788.330, F.A.C.

Complete this section to claim a credit in the amount of 50% of the costs incurred and paid by the applicant on or after **July 1, 2006** for solid waste removal from within the boundary of the eligible brownfield site identified in the BSRA.

1. Total costs for solid waste removal incurred and paid by the applicant on or after July 1, 2006 \$ \_\_\_\_\_
2. 50% of the amount on line 1. or \$500,000 - whichever is less \$ \_\_\_\_\_ **Solid Waste Removal tax credit claimed**
3. Joint applicant - The percentage and corresponding amount of the solid waste removal costs on line 1. contributed by the applicant  
Joint applicant name \_\_\_\_\_  
\_\_\_\_\_ % contributed  
\$ \_\_\_\_\_ Amount contributed

In accordance with 62-788.330(2), F.A.C., I have consulted with the following local government and DEP officials. With this application, I certify that, to the best of my knowledge, the brownfield site as identified in the BSRA was never operated as a permitted solid waste disposal area or for monetary compensation.

Name of local government official consulted: \_\_\_\_\_

Title: \_\_\_\_\_ Telephone Number: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

Name of DEP representative consulted: \_\_\_\_\_

Title: \_\_\_\_\_ Telephone Number: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

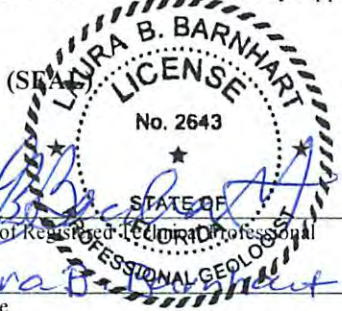
➤ If multiple tax credit applicants are submitting a joint application for one brownfield site, please have each applicant indicate that applicant's percentage and amount contributed to payment of solid waste removal costs on a copy of this page and have each applicant complete a separate copy of the affidavit in Section VII.

## SECTION V. – TECHNICAL PROFESSIONAL CERTIFICATION

For more detail see paragraphs 62-788.300(3)(g) and .330(3)(e), F.A.C.

The following certification shall serve as proof that the voluntary cleanup activities have been conducted under the observation of, and related technical documents have been signed and sealed by, an appropriate professional registered in the State of Florida in each contributing technical discipline associated with the documentation listed in Section III of this application for either annual site rehabilitation or for solid waste removal that has occurred since July 1, 2006, in accordance with department rules and regulations.

Under penalties of perjury, I declare that I have read and understand the requirements of Chapter 62-788, F.A.C., and Sections 376.30781 and 220.1845, F.S. In addition, I certify that I have read the foregoing Voluntary Cleanup Tax Credit application, including all the backup documentation; that I understand and have adhered to the requirements stated on page 4 of this tax credit application; and that the costs incurred and paid by the applicant and claimed in this application were integral, necessary, and required for either site rehabilitation or for solid waste removal, as applicable.

<u>Jan 2015 - Dec 2015</u> Site Rehabilitation Period Covered by Application	 Solid Waste Removal Period Covered by Application
	<u>12/16/15</u> Date
<u>Laura B. Barnhart</u> Print Name	<u>Professional Geologist</u> Print Title (e.g., Professional Engineer, Professional Geologist)

### Technical Professional Information:

Name: Laura B. Barnhart

Address: 1611 E Gonzalez St  
(Street or P.O. Box)

Pensacola FL 32503  
(City) (State) (Zip Code)

Telephone Number: (850) 434-1011 (work)

State of Florida License Number: 2643

Expiration Date: 07/31/2016



## SECTION VI. – CERTIFIED PUBLIC ACCOUNTANT CERTIFICATION

For more detail, see paragraphs 62-788.300(3)(h) and .330(3)(f), F.A.C.,  
and subsections 62-788.300(4) and .330 (4), F.A.C.

The following certification shall serve as proof that the documentation submitted in accordance with Section III of this application has been reviewed by the undersigned independent CPA in accordance with standards established by the American Institute of Certified Public Accountants. Specifically, the undersigned CPA is attesting to the accuracy and validity of the costs incurred and paid by the applicant after having conducted an independent review of the data presented by the applicant; that the costs included in the application form are not duplicated within the application; and that the application contains only those costs that were incurred during the timeframe represented in the tax credit application and paid prior to submittal of the tax credit application. In addition, a copy of the Independent CPA's report must be completed whenever an annual site rehabilitation or solid waste removal application is submitted. The CPA is not responsible for attesting to whether the costs claimed are for site rehabilitation or solid waste removal.

Under penalties of perjury, I declare that I have read *A Guideline for Agreed-Upon Procedures for Attestation Service for the Voluntary Cleanup Tax Credit (VCTC) Program*<sup>1</sup>, Chapter 62-788, F.A.C., and Sections 376.30781 and 220.1845, F.S., and that I understand the accounting requirements associated with these documents. In addition, I attest that I have read the foregoing Voluntary Cleanup Tax Credit application and that the facts stated in it are true to the best of my knowledge and belief.

For Site Rehabilitation applications:

\$73,227.09

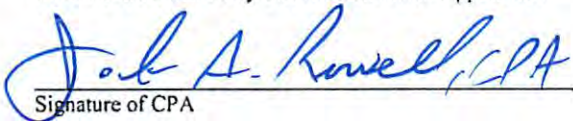
Total Site Rehabilitation Amount Claimed in Application

\$73,227.09

Total Site Rehabilitation Amount Approved by CPA

1/1/2015-12/31/2015

Time Period Covered by Site Rehabilitation Application

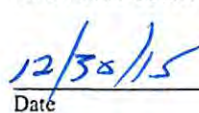
  
Signature of CPA

For Solid Waste Removal applications:

Total Solid Waste Removal Amount Claimed in Application

Total Solid Waste Removal Amount Approved by CPA

Time Period Covered by Solid Waste Removal Application

  
Date

### CPA Information:

Name: Jack Rowell, CPA - Warren Averett, LLC

Address: 316 S. Baylen Street, Suite 300  
(Street or P.O. Box)

Pensacola, Florida 32502  
(City) (State) (Zip Code)

Telephone Number: ( 850 ) 435 - 7400

License Number: AC0010719

Expiration Date: 12/31/2016

Original Issue Date: 4/2/1982

*IDEP has developed guidance to assist CPAs in the review of VCTC applications. This guidance is entitled A Guideline for Agreed-Upon Procedures Attestation Service for the Voluntary Cleanup Tax Credit (VCTC) Program, October 2010, and may be obtained by calling the VCTC program manager at (850) 245-8927.*

## SECTION VII. – APPLICANT CERTIFICATION AFFIDAVIT

The undersigned applicant, under penalties of perjury, certifies that (s)he has read and understands the requirements of Chapter 62-788, F.A.C., and Sections 376.30781 and 220.1845, F.S., and that all information contained in this application, including all records of costs incurred and paid and claimed in this tax credit application were by the applicant, and are true and correct.

The following sections of this application have been completed and the appropriate documentation to support these claims is transmitted with this application.

**Time Period Covered by the Application**

*(Check all that apply)*

- ☐ **Section II.C.** Drycleaning Solvent Cleanup Program Sites eligible for State-funded Site Rehabilitation
- ☐ **Section II.D.** Real Property Owner Affidavit
- ☒ **Section IV.B** Site Rehabilitation Tax Credit
- ☐ **Section IV.C.** Site Rehabilitation Completion Order Bonus
- ☐ **Section IV.D.** Affordable Housing Bonus
- ☐ **Section IV.E.** Health Care Facility or Health Care Provider Bonus
- ☐ **Section IV.F.** Solid Waste Removal Tax Credit

1/1/2015 – 12/31/2015

Signature of Applicant

Date

Grover C. Robinson, IV

Print Name

Chairman

Print Title

Attest: Pam Childers  
Clerk of the Circuit Court

Escambia County Board of County Commissioners

Print Company Name (if applicable)

By \_\_\_\_\_

Deputy Clerk

**Notary Seal for Applicant's Certification Affidavit**

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

Sworn to (or affirmed) and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_  
Applicant's Name

Personally known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_

\_\_\_\_\_  
Signature of Notary Public - State of Florida

Type of Identification Produced \_\_\_\_\_

\_\_\_\_\_  
(Print, type, or stamp Commissioned Name of Notary Public)

## **SECTION VIII. – NON-REFUNDABLE APPLICATION REVIEW FEE**

*For more detail see paragraphs 62-788.300(3)(e), 310(3)(c), 320(3)(c) or 330(3)(c) F.A.C.*

Please include a **cashier's check or money order** made payable to the Water Quality Assurance Trust Fund in the amount of \$250 to cover the administrative costs associated with the Department's review of the tax credit application. The \$250 application review fee is non-refundable. Failure to submit the non-refundable application review fee as required by s. 376.30781(6)(a), F.S., shall result in the application being deemed "incomplete", in accordance with Rule 62-788.400, F.A.C.

### **Send Completed Applications to:**

Department of Environmental Protection  
Division of Waste Management  
Voluntary Cleanup Tax Credit  
2600 Blair Stone Road, Mail Station 4505  
Tallahassee, Florida 32399-2400

**- OR -**

### **Hand Deliver to:**

Department of Environmental Protection  
Division of Waste Management  
Bureau of Waste Cleanup  
2600 Blair Stone Road  
Room 309  
Tallahassee, Florida  
*Attn.: Voluntary Cleanup Tax Credit*

**KEEP A COPY OF THE COMPLETED APPLICATION FOR YOUR RECORDS.**



**BEFORE THE STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**IN RE: Escambia County, Florida, Board of County Commissioners  
Mosquito Control Facility  
603 W. Romana St., Pensacola, Florida, 32502  
603 West Romana Street Brownfield Area  
Brownfield Area Identification Number: "BF170502000" *✓*  
Brownfield Site Identification Number: "BF170502001"**

**RECEIVED  
DEPT. OF ENV.  
PROTECTION  
2007 DEC 17 PM 12:26  
BUREAU CHIEF'S OFFICE**

**BROWNFIELD SITE REHABILITATION AGREEMENT PURSUANT TO §376.80(5),  
Florida Statutes (F.S.)**

**WHEREAS, the Brownfields Redevelopment Act was enacted to reduce public health and environmental hazards on existing commercial and industrial sites by offering incentives to encourage responsible persons to voluntarily develop and implement cleanup plans; and**

**WHEREAS, the Department of Environmental Protection ("Department") is the administrative agency of the State of Florida having the power and duty to protect Florida's environment and to administer and enforce the provisions of Chapters 403 and 376, F.S., and the rules promulgated thereunder, Chapters 62-777 and 62-785, Florida Administrative Code (F.A.C.), as amended; and**

**WHEREAS, the Department has jurisdiction over the matters addressed in this Brownfield Site Rehabilitation Agreement ("BSRA"); and**

**WHEREAS, the Department has the authority, pursuant to §376.81, F.S., to establish by rule, criteria for determining the rehabilitation program tasks that comprise a site rehabilitation program and the level at which a rehabilitation program task and a site rehabilitation program may be deemed complete; and**

**NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, it is agreed as follows:**

**This BSRA is entered into between the Department and Escambia County Florida, Board of County Commissioners, hereinafter the Person Responsible For Brownfield Site Rehabilitation ("PRFBSR") (collectively referred to as the "parties"), for the rehabilitation of a brownfield site within a designated brownfield area pursuant to §376.80(5), F.S. The Department and the PRFBSR agree to the following:**

Escambia County, Florida, Board of County Commissioners  
Mosquito Control Facility  
Brownfield Site Rehabilitation Agreement  
Brownfield Site ID # BF BF170502001

IN WITNESS WHEREOF, each of the parties has made and executed this Brownfield Site Rehabilitation Agreement on the date set forth for each signature of each representative below: W. Richard Fancher, Director of District Management, Florida Department of Environmental Protection, and Escambia County, Board of County Commissioners, the Person Responsible for Brownfield Site Rehabilitation, signing by and through, D.M. "Mike" Whitehead, Chairman, duly authorized to execute same.

PERSON RESPONSIBLE FOR  
BROWNFIELD SITE REHABILITATION

STATE OF FLORIDA DEPARTMENT OF  
ENVIRONMENTAL PROTECTION

Escambia County, Florida  
Board of County Commissioners  
Seal

D.M. "Mike" Whitehead, Chairman  
Escambia County Board of County  
Commissioners

By: W. Richard Fancher  
W. Richard Fancher  
Director of District Management  
District

Date: 12-6-2007

Date: \_\_\_\_\_

P.O. Box 1591

Approved as to form and legality:

Pensacola, Florida 32591-1591

Holly Taylor Cauley  
Holly Taylor Cauley, FDEP Attorney

850-595-4950

FILING AND ACKNOWLEDGMENT FILED, on this date,  
pursuant to §120.52 Florida Statutes, with the designated  
Department Clerk, receipt of which is hereby acknowledged.

This document approved as to form  
and legal sufficiency.

By: [Signature]

Title: Dist. County Attorney

Date: Nov. 16, 2007

[Signature]  
Clerk (or Deputy Clerk)

Date: 12/26/07

BCC APPROVED 12-6-2007

cc: Holly Taylor Cauley, Brownfield Program Attorney  
Kim Walker, FDEP Brownfields Liaison  
Alex Webster, P.G Brownfields District Coordinator, FDEP

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*Jill's copy*

**RESUME OF THE REGULAR BCC MEETING – Continued**

**COUNTY ADMINISTRATOR'S REPORT – Continued**

**II. BUDGET/FINANCE CONSENT AGENDA – Continued**

- X* 58. **Recommendation:** That the Board take the following action concerning the Brownfield Site Rehabilitation Agreement (BSRA) between Escambia County, Florida, Board of County Commissioners, and the Florida Department of Environmental Protection (FDEP), for the former Escambia County Mosquito Control Facility located at 603 West Romana Street:

- A. Approve the BSRA between Escambia County, Florida, Board of County Commissioners, and the FDEP for environmental remediation of the former Escambia County Mosquito Control Facility located at 603 West Romana Street; and
- B. Authorize the Chairman to sign the Agreement and all other necessary documents.

**Approved 5-0**

59. **Recommendation:** That the Board ratify the following action of the Escambia County Community Redevelopment Agency (CRA) concerning Residential Rehab Grant Funding and Lien Agreements at 224 Payne Road:

- A. Approving Residential Rehab Grant Program Funding Agreement between Escambia County CRA and Auburn T. Ward and Dorothy Ward, owners of residential property located at 224 Payne Road, Pensacola, Florida, in the Warrington Redevelopment Area, in the amount of \$4,327, representing an in-kind match through Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 220516, Object Code 58301, for the following improvements:

**Install new central heating and air conditioning system and electrical rewiring**


- B. Approving Residential Rehab Grant Program Lien Agreement for the residential property located at 224 Payne Road, in the amount of \$4,327; and
- C. Authorizing the Chairman to sign the Funding and Lien Agreements between Escambia County CRA and Auburn T. Ward and Dorothy Ward, and any other related documents necessary to implement this Grant award.

**Approved 5-0**

**RESUME OF THE REGULAR BCC MEETING – Continued**

**COUNTY ADMINISTRATOR'S REPORT – Continued**

**I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA – Continued**

-  7. **Recommendation:** That the Board amend its action of December 6, 2007, regarding the Brownfield Site Rehabilitation Agreement between Escambia County, Florida, Board of County Commissioners, and the Florida Department of Environmental Protection for the former Escambia County Mosquito Control Facility located at 603 West Romana Street, as follows:

- A. Approve the revisions to the Brownfield Site Rehabilitation Agreement approved at the December 6, 2007, Board Meeting; and
- B. Authorize the Chairman to initial the changes indicated on the Agreement.

**Approved 5-0**

8. **Recommendation:** That the Board ratify the Chairman's signature on the Escambia County Board of County Commissioners, Application for Voluntary Cleanup Tax Credits through the Florida Department of Environmental Protection, for the environmental assessment of hazardous materials at the former Escambia County Mosquito Control Facility located at 603 West Romana Street.

**Approved 5-0**



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

**AI-9567**

**County Administrator's Report 13. 2.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 01/21/2016

**Issue:** Neighborhood Renewal Initiative Mini-Grant Agreements

**From:** Tonya Gant, Director

**Organization:** Neighborhood & Human Svcs

**CAO Approval:**

---

### **RECOMMENDATION:**

Recommendation Concerning the Neighborhood Renewal Initiative Mini-Grant Agreement - Tonya Gant, Neighborhood & Human Services Department Director

That the Board take the following action concerning the Community Development Block Grant (CDBG) funded Neighborhood Renewal Initiative Mini-Grant Agreement:

A. Approve the Neighborhood Renewal Initiative Mini-Grant Agreement between Escambia County and the Englewood Neighborhood Improvement Corporation, awarding a Neighborhood Renewal Initiative Grant, in the amount of \$500, for the Englewood Community Redevelopment Area; and

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

[Funding: Fund 129/2010 CDBG, Cost Center 370214]

### **BACKGROUND:**

The 2010 Escambia Consortium Annual Action Plans approved by the Board on July 8, 2010 included a CDBG allocation for Neighborhood Renewal Initiative Projects targeting the County's designated Community Redevelopment Areas (Exhibit I). The Neighborhood Renewal Initiative Grant, implemented through the Neighborhood & Human Services Department, provides funds from CDBG resources to encourage community and volunteer based redevelopment efforts.

The proposal submitted by the Englewood Neighborhood Improvement Corporation has been reviewed by staff of the Neighborhood & Human Services Department. The Englewood proposal is for the purchase of grills to support activities at the Englewood Community Center and Park and will not exceed \$500. A copy of the Agreement, including the group's original application, is included in Exhibit II.

**BUDGETARY IMPACT:**

The funds for this Project are budgeted in Fund 129/2010 CDBG, Cost Center 370214.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

The Agreement has been reviewed and approved by Kristin Hual, Assistant County Attorney.

**PERSONNEL:**

No impact related to additional personnel associated with this Grant Agreement.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

An Agreement mutually approved and executed between the County and the Project sponsor is required for implementation of each Project.

**IMPLEMENTATION/COORDINATION:**

Implementation and oversight will be provided by Neighborhood Enterprise Division (NED) and the Community Redevelopment Agency (CRA), as needed.

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**Attachments**

Ex I-HUD Plan Summary

Ex II-Englewood Agreement

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PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – ContinuedCOUNTY ADMINISTRATOR'S REPORT – ContinuedII. BUDGET/FINANCE CONSENT AGENDA – Continued1-39. Approval of Various Consent Agenda Items – Continued

23. Taking the following action concerning approval of the 2010 Escambia Consortium Annual Action Plan (Funding: Fund 129/CDBG, Fund 147/HOME, and Fund 110/ESG – Cost Centers to be assigned):

- A. Approving the 2010 Escambia Consortium Annual Action Plan for Housing and Community Development, including the Escambia County 2010 Annual Plan detailing use of 2010 Community Development Block Grant (CDBG) funds, in the amount of \$2,260,914; 2010 HOME Investment Partnerships Act (HOME) funds, in the amount of \$1,783,779; and 2010 Emergency Shelter Grant (ESG) Program funds, in the amount of \$92,305; and
- B. Authorizing the Interim County Administrator to execute the 2010 Annual Action Plan forms, certifications, and related documents, as required to submit the Plan to the U.S. Department of Housing and Urban Development (HUD), and authorizing the Interim County Administrator or Chairman, as appropriate, to execute documents required to receive and implement the 2010 CDBG, 2010 HOME, and 2010 ESG Programs.

24. See Page 37.

25. Taking the following action regarding the State of Florida Department of Community Affairs Community Development Block (CDBG) Disaster Recovery (2008 Storms) Grant funding for Sanitary Sewer Improvements within the Barrancas Community Redevelopment Area (Lakewood Area) (Funding: Fund 110/CDBG Disaster Recovery Grant, Cost Center 220436; and Fund 124/Affordable Housing, Cost Center 220406):

- A. Approving the Interlocal Agreement with Emerald Coast Utilities Authority, in the amount of \$3,200,000, providing for the construction of public sanitary sewer system improvements in the Barrancas Community Redevelopment Areas (specifically including major portions of the Lakewood Subdivision/neighborhood), utilizing CDBG Disaster Recovery funds; and
- B. Authorizing the Chairman or Vice Chairman to execute the Agreement and all related documents as required to implement the project.



**ESCAMBIA COUNTY**  
**2010/2011 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)**  
**PROPOSED BUDGET AND ACTIVITIES DESCRIPTION**

**HOUSING REHABILITATION:**

**FUNDING:**

**Housing Rehabilitation Program (General)**

**\$519,000\***

Provide assistance for low/moderate income families through Deferred Payment Grants/Deferred Payment Loans/Low Interest Loans, or a combination thereof, for the rehabilitation of 11 substandard homeowner occupied units and support program operating costs. Funds may also be used to provide energy improvements, weatherization and storm protection/mitigation improvements, such as insulation, hurricane shutters/film; rated windows, lead based paint assessment and abatement, and other applicable improvements. (Unincorporated Escambia County)

\*All program income from housing rehabilitation loans will be used to rehabilitate substandard homeowner occupied units for low and moderate income families located within unincorporated Escambia County (estimated program income is \$15,000). (Unincorporated Escambia County)

**TEMPORARY RELOCATION:**

**\$35,000**

Funds to provide temporary relocation for families whose dwelling units are being rehabilitated via the County's Housing Rehabilitation Program. (Unincorporated Escambia County)

**PROGRAM PLANNING, ADMINISTRATION AND FAIR HOUSING:**

**General Grant Administration/Management**

**\$383,680**

Provides for oversight, management, coordination and monitoring of financial and programmatic administration of the CDBG Program.

**Escambia County Community Redevelopment Agency**

**\$50,000**

Provides support for planning and administrative staffing and operation of the Community Redevelopment Agency which targets designated areas of slum and blight within the County, as well as the County's Enterprise Zone.

**Fair Housing**

**\$18,500**

Support ongoing Community Development Block Grant Fair Housing initiatives in the community.

**ESCAMBIA BROWNFIELDS REDEVELOPMENT:**

**Brownfields Community Redevelopment Project**

**\$240,000**

Funds allocated for this activity will be used in conjunction with currently allocated prior year CDBG funds to identify and assess actual or perceived environmental contamination issues, and partially support remediation/redevelopment costs associated with vacant or abandoned commercial properties that have been designated as Brownfield sites and are located within the County's Community Redevelopment Areas (including the Palafox Corridor, Warrington, Brownsville, Barrancas, and Englewood), the City of Pensacola's Community Redevelopment Areas, and/or the County or City's designated Enterprise Zones. Funds may be used to pay for site evaluations/assessments (including but not limited to: title searches, property surveys, access/utilization agreements, quality assurance project reviews, Phase I & II environmental assessments and Brownfield site assessments), site remediation/clean-up costs, and/or public infrastructure related development expenses. Activities will be closely coordinated with the County's ongoing EPA and any other Brownfields Redevelopment Program and the State of Florida's Programs. (Limited to areas of slum and blight or Enterprise Zones as designated by Escambia County or the State of Florida in accordance with Florida law).

## **PUBLIC SERVICES:**

### **Council on Aging of West Florida, Inc.**

**\$50,000**

Funds support the Council on Aging's Rural Elderly Outreach Program which provides supportive services, including transportation, for approximately 2,500 rural elderly citizens in Cantonment, Century, Davisville and McDavid in Escambia County, Florida. (132 Mintz Lane, Cantonment)

### **CRA/Neighborhood Restoration Program**

**\$150,000**

Funds provide staffing and support for targeted community redevelopment, reinvestment, and neighborhood-based initiatives implemented specifically within designated areas of slum and blight in Escambia County, specifically the Warrington, Brownsville, Englewood, Barrancas, and Palafox Corridor Community Redevelopment Areas, as well as County's Enterprise Zone.

### **Foreclosure Prevention Education and Counseling**

**\$33,981**

Foreclosure prevention guidance, education and assistance in an effort to assist Escambia County residents avoid foreclosure and retain ownership of their homes. Individual counseling opportunities are provided to provide opportunities to review the individual's current situation and discuss options for assistance. (County Wide, including Pensacola and Century)

## **DEMOLITION/CLEARANCE**

### **Demolition/Clearance of Unsafe Structures or Properties**

**\$30,000**

Funds will be used to assist with the elimination of dilapidated, structurally unsound buildings and/or abandoned lots/properties in designated areas of slum and blight, specifically the Warrington, Brownsville, Englewood, Barrancas and Palafox Corridor Community Redevelopment Areas.

## **PUBLIC FACILITIES AND IMPROVEMENTS:**

### **Fire Hydrants/Water Main Upgrade**

**\$175,000**

Provides for installation of fire hydrants and adequately sized water supply mains in CDBG Target Area lower income neighborhoods in unincorporated Escambia County (as prioritized locally in conjunction with the utility provider). Should funds remain after completion of these improvements, additional related improvements will be made in other local CDBG eligible areas.

### **County Facility Handicapped Accessibility Improvement Project**

**\$125,000**

Completion of Americans with Disabilities Act (ADA) required handicapped accessibility planning, design and improvements to Escambia County public buildings and facilities. (Countywide)

### **Community Redevelopment Facade Improvement Program**

**\$70,000**

Funds will support matching grants of up to \$25,000 per commercial business for exterior/facade, streetscape and related improvements along the commercial corridors located in the designated Community Redevelopment Areas (including Warrington, Barrancas, Brownsville, Englewood and the Palafox Corridor), and the County's Enterprise Zone, the boundaries of which are legally defined in the governing CRA and Enterprise Zone designation ordinances and resolutions.

### **CRA Neighborhood Improvement Project Enhancements**

**\$375,753**

Funds to provide enhancements in conjunction with other community redevelopment and housing projects located within eligible CDBG low and moderate income Community Redevelopment Areas (CRA) to include street rehabilitation/reconstruction; new or upgraded street lighting; sidewalk construction/reconstruction; sanitary sewer and/or stormwater drainage improvements; and related infrastructure improvements, including those in support of housing development. Priority will be given to projects identified in the Redevelopment Plans for the County designated Community Redevelopment Areas: Warrington, Brownsville, Englewood, Palafox Corridor and Barrancas. Funds, if any, remaining after completion of CRA priorities may be expended in other CDBG eligible neighborhoods.

**Redevelopment Area Neighborhood Renewal Incentive**

**\$5,000**

Matching support will be provided for small scale community based, volunteer projects targeting improvements to public right-of-way, neighborhood beautification and enhancement activities carried out in locally designated areas of slum and blight, specifically the Warrington, Brownsville, Englewood, Barrancas, and Palafox Corridor Community Redevelopment Areas.

**TOTAL 2010 ESCAMBIA COUNTY CDBG FUNDS AVAILABLE**

**\$ 2,260,914**

**=====**

## NEIGHBORHOOD RENEWAL INITIATIVE MINI-GRANT AGREEMENT

THIS AGREEMENT, made and entered into this 21st day of JANUARY, 2016, by and between **ESCAMBIA COUNTY**, P. O. Box 1591, Pensacola, Florida 32597 (the "County") and **ENGLEWOOD NEIGHBORHOOD IMPROVEMENT CORPORATION**, P.O. Box 17322, Pensacola, Florida 32522 (the "Grantee") for the specific benefit of the **Community Center Services and Program Enhancements Project** (the Project").

### P R O V I S I O N S

- A. The County has established the Escambia Neighborhood Renewal Initiative (the "Program") to provide grants to qualified organizations to complete specified projects within the boundaries of the County's designated Community Redevelopment Areas, which program and projects constitute a public purpose; and
- B. All grant monies, under this Program, shall be expended solely for the construction and completion of the specified project (the "Project"), and shall be expended in accordance with provisions of the Community Development Block Grant (CDBG) Program Regulations at 24 CFR Part 570 and laws and regulations related thereto; and
- C. The Program is conditioned upon satisfactory completion of the Project as outlined below. In consideration of the mutual covenants described herein, and other good and valuable consideration, which the parties hereby determine to be sufficient, the parties agree as follows:
1. Above Provisions: The above provisions are hereby incorporated into this Agreement.
  2. Neighborhood Renewal Grant: County hereby awards Grantee a Program grant in the maximum amount of \$ 500.00 for the project described in **EXHIBIT I** of this Agreement.
  3. Conditions: The documentation of performance, supervision, and/or receipt of goods as specified in the Project as described in **EXHIBIT I**.
  4. Project: Grantee agrees to perform, or supervise the work performed as a part of the Project. Included as a part of the project is the guarantee for continued operation and/or maintenance of the project by the grantee. The parties hereto agree that the Project shall be defined as that described in **EXHIBIT I**. *The work activities may not commence until the Grantee has been advised that the Project can proceed by the County.*
  5. Term: The work activities to be performed by the Grantee, as part of the Project, must be initiated on or before the 25th day of January, **2016**, and all Project

activities shall be fully complete on or before the 15<sup>th</sup> day of July, 2016. Should an extension become necessary, Grantee shall submit a written request to the County for such an extension at least thirty (30) days prior to the termination date cited above. The County's agreement to grant an extension shall not constitute a waiver of any of the other terms of the Agreement

6. Applicable Laws: The Grantee must comply with all applicable ordinances and codes, and shall, at their own expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.
7. Indemnification: The Grantee shall indemnify and hold harmless the County, including its elected officials, board members, agents and employees, from and against all claims, damages, losses, and expenses, including but not limited to, attorney's fees and costs, arising out of or resulting from the carrying out of this Agreement, and out of any work activities performed under this Agreement, or constituting a breach of any term of this Agreement. Indemnification and Hold Harmless Agreement is attached as **EXHIBIT II**.
8. Termination: The County shall have the right to terminate this Agreement for any breach of any term of this Agreement. A breach shall include, but not be limited to, failure to begin work and progress along the schedule in the time and manner specified in paragraphs 4 and 5; failure to provide equipment or materials adequate to perform the project; or failure to complete the project by the designated dates.

If a Project is terminated, and that project is located on public property or right-of-way, the County reserves the right to remove or require the grantee to remove any or all portions of the Project. If a Project is terminated, and that Project is located on public property or right-of-way, the County reserves the right to claim as its own and use as it deems fit any improvements or materials remaining on the Project site. If a Project is terminated, and that Project is located on private property, the Grantee shall be solely responsible for removing or completing the Project in consultation with the owner of said property.

9. Notice of Termination: Upon the County's determination that Grantee has breached any term of this Agreement, the County or its agent will provide Grantee written notice by certified mail of said breach, and provide, in the written notice, the corrective action that Grantee must take. If Grantee does not take the above described corrective action within fifteen (15) days of Grantee's receipt of the written notice, this Agreement shall terminate without further notice. The corrective action must be acceptable to the County or its agent in order to avoid termination.

10. Subsequent to Termination: County shall provide Grantee a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the County may require the Grantee to submit a cashier's check to the County for the total amount of funds disbursed under this Agreement. The decision to demand repayment in such instance shall rest solely with the County and/or the U. S. Department of Housing and Urban Development.
11. Neighborhood Associations as Independent Contractors: It is agreed between the parties that the Grantee is an independent contractor and is not an employee or agent of the County. Evidence of current corporate status is included in **EXHIBIT IV**.
12. Inspectors: The Escambia County Neighborhood & Human Services Department, Neighborhood Enterprise Division (NED), Community Redevelopment Agency (CRA), or other County officials, as may be duly authorized by the County, reserve the right to place inspectors at the work site or at the place of shipment or delivery of materials under this Agreement, or at the factory, or in the neighborhood, in order to confirm the legitimacy of monies expended under this Agreement. The County does not assume any liability for the quality of work performed or injuries incurred, in any manner, during the performance of the work described herein. Further, the County or its agent does not act in a supervisory capacity in the carrying out of this Project.
13. Monthly Reports: Monthly project reports must be submitted to the Escambia County Neighborhood Enterprise Division on or before the 1<sup>st</sup> calendar day of each month during construction of the project, excluding the month the project is initiated. Revenue and expenditure documentation shall be provided for all sources and uses of funds described in this Agreement. Original receipts and/or invoices are required for payment/reimbursement by the County. The County will not remit any drawdown on the grant without satisfactory supporting documentation, which decision will be made in the sole discretion of the County.
14. Payment Process. The County prefers to provide direct payments to the vendor for pre-approved, eligible project costs under the mini-grant program. However, upon written request by the Grantee, the County will agree to provide reimbursements to the Grantee for pre-approved eligible Project costs that are incurred in carrying out the Project activities as authorized hereunder. The Grantee must select either the reimbursement or direct payment option prior to initiating any Project expenditures that are to be reimbursed or paid from Grant funds provided through this Agreement. The Grantee accepts sole responsibility for ensuring that all Project expenses are reviewed and pre-approved by the County prior to authorizing delivery of the goods, services or equipment. Failure to obtain such authorization shall release the County from any obligation to pay for unauthorized goods, services or equipment, and the liability for payment in such instances shall be the responsibility of the Grantee. If applicable, direct vendor payments shall be processed through the County Office of Purchasing,

and shall conform to County requirements as stipulated in the County's Purchasing Ordinance. For all Grant related purchases or reimbursements, Grantee shall be required to provide the County with three written price quotes for each item to be purchased. In the event the Grantee elects to be reimbursed for Project related expenses, the Grantee shall provide the County with the names and signatures of persons authorized to purchase merchandise for the Project. Reimbursements will be paid to these approved individuals ONLY, and shall be paid only after the Grantee submits vendor invoices, proof of payment, and other documentation as may be required by the County. Grantee and County agree that the final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit/Finance Division.

15. Maintenance of Records. Grantee shall maintain written records and accounts that document all expenditures related to this Project. Such records and accounts shall be maintained for a minimum period of three (3) years from the date of final completion of the project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The County, the Clerk of the Circuit Court/Finance Division, or the U. S. Department of Housing and Urban Development shall have the right to review any and all records or any other records pertaining to this Agreement, at any time. The Grantee acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. In the event the Grantee fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any right or remedy and after giving the Grantee and its surety, if any, seven (7) days written notice, during which period the Grantee still fails to allow access to such documents, terminate the employment of the Grantee. In such case, the Grantee shall not be entitled to receive any further payment or benefit associated with this Agreement. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the Grantee (excluding monies owed the Grantee for subcontractor work).
16. Audit: The County, the Clerk of the Circuit Court/Finance Division, or the U. S. Department of Housing and Urban Development maintain the right to review and audit any and all financial records or any other records pertaining to this Agreement, at any time.
17. Utilization of Project Funds by Grantee. In the event the Grantee fails to utilize the Grant funds provided through this Agreement within the contract period and/or in accordance with the terms and conditions hereunder, the County shall be under no obligation to reserve or otherwise set-aside the remaining funds for future use by the Grantee.
18. Equipment: Should the Grantee organization be dissolved before the Project is completed, or should any equipment purchased or received as part of the Project not be used in accordance with the Grant Agreement, the equipment purchased



- through the Grant will become the property of the County. Further, Grantee shall inventory any equipment purchased through this Agreement and report the location, condition, and use of said equipment to the County, at least annually for the usable life of the equipment. For equipment purchases under this Agreement, unless defined elsewhere, "usable life" shall be defined as two (2) years from the date of delivery of the equipment to the Grantee.
19. Amendments. The County shall have the authority to draft amendments to this Agreement. Any such amendment must be mutually agreed upon by both parties in writing and will require the County Administrator's approval before it becomes effective.
  20. Notices. Any notices to the Grantee, under this Agreement, shall be mailed to: Neighborhood Renewal Initiative Program, Escambia County, Neighborhood Enterprise Division, 221 Palafox Place, Suite 200, Pensacola, Florida 32523. Any notices shall be sent by certified mail.
  21. No Discrimination. All activities provided hereunder shall be performed and executed in a non-discriminatory manner in keeping with the provisions of the Civil Rights Act of 1964 and 1968, as amended. Services and access hereto shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin. The Grantee accepts sole responsibility for ensuring such non-discriminatory access to the services provided hereunder.
  22. Federal Requirements: Grantee and County agree to comply fully with governing Community Development Block Grant regulations found at 24 CFR Part 570 and other related provisions cited therein and as stipulated in **EXHIBIT III** of this Agreement.
  23. Control of Assets: All purchases under this Agreement that are paid with Federal funds shall be made by the County following the proper request and documentation by the Grantee. No assets with a value in excess of \$25,000 will be procured under this agreement. Items to be purchased will generally have a per unit value of less than \$500 and will have a usable maximum life of two (2) years.
  24. Entire Agreement: This Agreement incorporates the entire Agreement, including any attached Exhibits or Amendments, between the parties hereto and no statements, representations, or terms, not included within the written terms of this Agreement, can be considered a part of this Agreement
  25. Waiver: This Agreement does not constitute a waiver of any applicable Codes or regulations, or requirements. All applicable Codes and regulations remain in force.
  26. This Agreement is executed in the City of Pensacola, Escambia County, State of Florida, and shall be construed under the laws of the State of Florida, and the

parties agree that any action relating to this Agreement shall be instituted and prosecuted in the courts of the County of Escambia, State of Florida, and each party waives the right to change of venue. Further, it is mutually understood and agreed that this Agreement shall be governed by the laws of the State of Florida, both as to interpretation and performance.

27. It is understood and agreed by the parties that if any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.
28. The clause headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.
29. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday. All notices under this contract shall be in writing, and shall be sent by certified mail to the parties at the respected addresses stated below.
30. Each individual executing this Agreement on behalf of a corporate or governmental party represents and warrants that he is duly authorized to execute and deliver this Agreement on behalf of said party, in accordance with duly adopted action or authority of the governing Board of said party in accordance with applicable law, and that this Agreement is binding upon said party in accordance with its terms.

**IN WITNESS WHEREOF**, parties hereto, by their duly authorized representatives, have set hereunto the hands and seals of each this date and year first written above.

SIGNATURE PAGE TO FOLLOW

ESCAMBIA COUNTY, a political subdivision  
of the State of Florida, by and through its  
BOARD OF COUNTY COMMISSIONERS

By: \_\_\_\_\_  
Grover C. Robinson, IV, Chairman

ATTEST: Pam Childers  
Clerk of the Circuit Court

BCC Approved: January 21, 2016

BY: \_\_\_\_\_  
Deputy Clerk  
(SEAL)

**ENGLEWOOD NEIGHBORHOOD  
IMPROVEMENT CORPORATION**, as  
sponsor of the Community Center Services  
and Program Enhancements Project in the  
Englewood Community Redevelopment  
Area

WITNESSED:

1. \_\_\_\_\_

\_\_\_\_\_  
Print Name

2. \_\_\_\_\_

\_\_\_\_\_  
Print Name

By: \_\_\_\_\_  
Elois Marshall, President

Approved as to form and legal  
sufficiency.

By/Title: [Signature]  
Date: 1/21/2016

**STATE OF FLORIDA  
COUNTY OF ESCAMBIA**

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2016, by  
Elois Marshall, President, Englewood Neighborhood Improvement Association as sponsor of the  
Community Center Services and Program Enhancements Project, who did not take an oath and who:  
\_\_\_\_ is/are personally known to me.  
\_\_\_\_ produced current Florida driver's license or \_\_\_\_\_ as identification.

(Notary Seal must be affixed)

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Name of Notary Printed

My Commission Expires: \_\_\_\_\_

Commission Number: \_\_\_\_\_

**NEIGHBORHOOD RENEWAL INITIATIVE MINI-GRANT  
PROJECT ACKNOWLEDGEMENT**

THE PROJECT DESCRIBED IN THIS AGREEMENT HAS BEEN PRESENTED OR PROVIDED TO REPRESENTATIVES OF ENGLEWOOD NEIGHBORHOOD IMPROVEMENT CORPORATION (GRANTEE). THE PROPOSAL IS IN KEEPING WITH THE NEEDS AND PRIORITIES OF THE GRANTEE IN PROVIDING ENHANCED SERVICES FOR RESIDENTS OF THE ENGLEWOOD COMMUNITY.

EXECUTION OF THIS CERTIFICATION BY A REPRESENTATIVE OF THE ENGLEWOOD NEIGHBORHOOD IMPROVEMENT CORPORATION ACKNOWLEDGES THE GRANTEE'S GENERAL FAMILIARITY WITH THE PROJECT AND THE PROJECT'S BENEFIT TO THE COMMUNITY.

**ACKNOWLEDGED BY:**\_\_\_\_\_

ELOIS MARSHALL, President

ENGLEWOOD NEIGHBORHOOD IMPROVEMENT CORPORATION

**Date:**\_\_\_\_\_

# EXHIBIT I

## Project Application and Budget

### ***SPONSORING AGENCY:***

ENGLEWOOD NEIGHBORHOOD IMPROVEMENT CORPORATION

***PROJECT:*** COMMUNITY CENTER SERVICES AND PROGRAM ENHANCEMENTS  
PROJECT

ESCAMBIA NEIGHBORHOOD RENEWAL INITIATIVE  
GRANT APPLICATION FORM  
Please type or print application in blue or black ink)

  X   FALL CYCLE          SPRING CYCLE

Project Name: Community Center Services and Program Enhancements

Name of Neighborhood Organization: Englewood Neighborhood Improvement Inc.  
Address: 2749 N. "H" Street  
Pensacola, FL 32501

Mailing Address (if different from above): P.O. Box 17322 Pensacola, FL 32522

Contact Person: Ms. Elois Marshall

Phone: (850) 748-6709

Fax: \_\_\_\_\_  
Email Address: Marshalleloisg@cox.net

**ORGANIZATION ELIGIBILITY CHECKLIST:**

When was the neighborhood organization organized? 1996

How many members belong to the organization? 30

The Organization's Membership is comprised of (Check all that applies):  
  X   Homeowners     X   Renters     X   Business     X   Owner        Other: \_\_\_\_\_

Is the organization membership open and non-discriminatory?   X   Yes        No

The Organization's current Officers or Board of Directors are:  
Chair/President: Ms. Elois Marshall  
Vice Chair/Vice President: Mrs. Firnah Blankenship  
Recording Secretary: Mrs. Ethel Grice  
Treasurer: Dr. Laura Edler  
Chaplain: Mr. Albert James

Is the organization 501(c) 3?      Yes     X   No

Is your organization's listing with the state of Florida's Division of Corporation Active?  
  X   Yes        No (listing must be current for project to be awarded)

Has the organization successfully implemented projects within the past six months?  
  X   No

Yes (If yes, please list at least one example)

\_\_\_\_\_  
\_\_\_\_\_

**PROJECT DESCRIPTION:**

The project is located in the following Escambia County Community Redevelopment Area:

<u>Atwood</u>	<u>Ensley</u>
<u>Barrancas</u>	<u>Oakwood</u>
<u>Brownsville</u>	<u>Palafox</u>
<u>Cantonment</u>	<u>Warrington</u>
<u>X Englewood</u>	

Neighborhood Organization location/boundaries: (Attach map as **Exhibit A**:

<u>North – Herman Street</u>
<u>South – Jordan Street</u>
<u>West – Pace Boulevard Street</u>
<u>East – Palafox Street</u>

**Describe the proposed Project: (attach additional sheets if necessary):**

Purchase one to two barbeque grills that will be secured in close proximity to the Center. Since the Center is a warming Center, the grills will provide a means to cook certain food. With the addition of this resource, the Association will have a greater capacity to offer diverse programs/events to the residents of the Englewood Community. The grills will be accessible to the entire community through scheduled reservations with the Association.

**Describe how the project addresses redevelopment area priorities/needs:**

The Englewood Center along with the installation of the grill(s) will help to bring about More cohesiveness within our community. The residents will have access to resources where They can come together with their families for parties, family reunions etc. The combined Resources will allow our Association to expand what we can offer to the community. For example, if we had the grills on September 19 we could have cooked hamburgers to compliment the free hotdogs that were given out during our Saturday Hot Dog Day.

The project will be the undertaken in:

- Public right-of-way
- X Public park/neighborhood facility
- X Common area owned/managed by the organization
- Private Property

**Specify how the organization will ensure that the improvements are properly maintained after each use:**

The Association will have in place a written signed agreement with persons/organizations that outlines clear and required cleaning use of the grills. A usage fee will also be established and included in the signed agreement to help offset the cost of maintenance costs.

**Approximate number of persons to be served by grant:** Number could exceed 1,000 during lifetime of The grill(s) and number and type of events scheduled at the Center. There are approximately 500 residential addresses within our neighborhood boundaries.



PROJECT BUDGET:

NO PROJECT/PROGRAM EXPENSES MAY BE INCURRED UNTIL AFTER BOARD OF COUNTY COMMISSIONERS APPROVAL DATE. ALL PROJECTS MUST BE COMPLETED WITHIN A Six Month 6 MONTH TIME PERIOD FROM THAT DATE.

NEIGHBORHOOD RENEWAL MINI-GRANT REQUEST

(must not exceed \$500):

\$ 500.00

EXPENSES: Provide a detailed listing of estimated project expenses):

Purchase and installation of one to two grills.

\$ 500.00

TOTAL PROJECTED EXPENSES:

\$ 500.00

If awarded, written and signed estimates from three (3) separated contractors/vendors must be included where applicable. Expenses incurred exceeding grant funds requested/allocated must be provided by the Organization.


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CERTIFICATION

I/We, Elois Marshall, Representing the Englewood Neighborhood Improvement Corporation hereby certify that the Association's Board of Directors or general membership approved the Escambia County Neighborhood Renewal Initiative mini grant application on November 17, 2015. Minutes verifying this neighborhood approval are attached as Exhibit B.

Executed this day the 29 day of November, 2015.

By:



Chairperson/President

# ENGLEWOOD REDEVELOPMENT DISTRICT



## **EXHIBIT B**

### **Meeting Minutes**

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Englewood Neighborhood Improvement Association

November 17, 2015 General Meeting

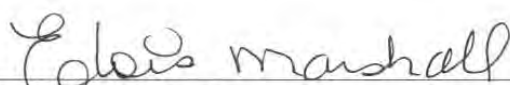
#### **Partial Minutes**

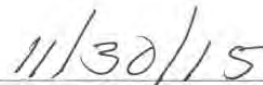
During our meeting on Tuesday, November 17, 2015, the following two items requiring a vote on issues involving Escambia County were discussed:

1. **Project for the Fall Mini-grant:** Elois Marshall reported that the decision at Englewood Neighborhood Association's Special Meeting on November 2, 2015, Special Meeting was to submit an application for an Escambia Neighborhood Renewal Initiative Min-Grant for the purchase and installment of a "bus stop" bench at the corner of "L" and Bobe Streets. She also reported that the cost and installation of a bench would greatly exceed the \$500.00 that could possibly be awarded through the grant—the information on the cost was obtained from Don Christian.
2. **Project for the Fall Mini-grant:** Elois Marshall reported that it might be possible to acquire one to two barbeque grills for the Center through the Renewal Initiative Min-Grant. The members voted unanimously to submit a Fall grant application for one to two grills.
3. **Floor Covering for Center:** Elois Marshall and Firnah Blankenship reported that during the November 2, 2015, Special Meeting David Wheeler provided a pamphlet showing the shades of the Rolled Rock Floor cover. Three colors were selected—David would try to get samples of the selected colors. The one and only sample of the rolled rock flooring and two shades of wood-like floor covering were presented to the members at this meeting.
4. With much discussion of the choices—durability, replacement if and when there was a tear or other damage to the floor cover, resulted in choosing two colors of the rolled rock and Elois stating that she would call David to address the concerns of durability, damage and replacement.
5. Ethel Grice reported that during the September 23, 2015, meeting with Commissioner May and other County personnel that it was stated that floor stenciling could be done as a floor covering. It was also asked if a combination of stenciling and spray painting could be done. Elois Marshall will also ask David these questions and report back to Ethel regarding all concerns and make the best choice.

Members Present: Firnah Blankenship, Ethel Grice, Mary Armstrong, Eula Sellers, Mattie Price, Hurely Smith, Stella Reynolds, Mablene James, James Royster, Pastor Sylvia Tisdale, James Andrews, Roosevelt Ellison, Phylis Price, and Elois Marshall. Two guests—Laura Epps and Nettie Wesley.

Minutes typed by Elois Marshall and submitted with the Association's Fall Escambia Neighborhood Renewal Initiative Min-Grant Application on November 30, 2015.

  
Elois Marshall, President  
850 748 6700

  
Date

## **EXHIBIT II**

### **INDEMNIFICATION AND HOLD HARMLESS AGREEMENT**

## **INDEMNIFICATION AND HOLD HARMLESS AGREEMENT**

### ***Voluntary Participation:***

The Grantee, ENGLEWOOD NEIGHBORHOOD IMPROVEMENT CORPORATION, hereby asserts and affirms that the Grantee is a volunteer-based organization, and that said organization requested assistance from Escambia County's Neighborhood Renewal Initiative Project to undertake activities developed, sponsored and implemented by the Grantee. The Grantee accepts responsibility for coordination of all Project activities; assuring the safety of its volunteers; providing proper training and instruction to volunteers in the use of equipment and supplies required to undertake the Project; and general oversight and management of the Project.

### ***Indemnification:***

The Grantee, ENGLEWOOD NEIGHBORHOOD IMPROVEMENT CORPORATION, shall, at all times throughout the duration of this Project, indemnify and hold harmless Escambia County, including its elected officials, board members, agents and employees, from and against all claims, damages, losses, and expenses, including but not limited to, attorney's fees and costs, arising out of or resulting from the carrying out of this Agreement, and out of any work activities performed under this Agreement, or constituting a breach of any term of this Agreement. Grantee assumes all responsibility for Project activities and related work, and shall provide and pay the costs of legal services in the event legal action is brought against the Grantee or the County as a result of matters associated with this Project. This in no way shall prohibit the County from securing legal services in addition to that provided by Grantee. The duration of this Agreement shall be defined to mean the contract term as stated in the Project Agreement dated JANUARY 21, 2016; or the period during which any of the equipment or supplies provided under the Agreement remain in use by the Grantee, or agencies or individuals, affiliated with the Grantee, whichever is longer. In the event of litigation, the duration shall be extended through the date that any and all litigation actions are completed and legally or judicially settled.

### ***Independent Agency/Contractor:***

In carrying out the activities cited in the JANUARY 21, 2016, Project Agreement, ENGLEWOOD NEIGHBORHOOD IMPROVEMENT CORPORATION, the Grantee, and County agree and affirm that the Grantee is an independent agency/contractor and the Grantee is not an employee or agent of the County. Implementation of the Project activities shall be at the direction of the Grantee.

### ***Liability for Claims/Insurance:***

Grantee, ENGLEWOOD NEIGHBORHOOD IMPROVEMENT CORPORATION, acknowledges that the County shall not be responsible for insurance claims, personal or injury claims, legal fees, medical or health care charges, or other costs of any kind that may result from the implementation of the Project activities. Grantee assumes responsibility for properly ensuring its protection from such potential claims, and releases the County from any responsibility for such claims or legal actions. Grantee acknowledges and agrees to the terms and conditions cited herein, and the Grantee has caused this Indemnification and Hold Harmless Agreement to

be executed by its duly authorized officer or agent as cited below. This Agreement was approved and authorized by the governing body of the ENGLEWOOD NEIGHBORHOOD IMPROVEMENT CORPORATION.

Executed this the \_\_\_\_\_ day of \_\_\_\_\_, 2016:

ENGLEWOOD NEIGHBORHOOD IMPROVEMENT CORPORATION

By: \_\_\_\_\_  
ELOIS MARSHALL, President

WITNESSED:

1. \_\_\_\_\_

\_\_\_\_\_  
Print Name

2. \_\_\_\_\_

\_\_\_\_\_  
Print Name

## **EXHIBIT III**

***APPLICABLE FEDERAL AND STATE LAWS AND REGULATIONS***



## **LISTING OF FEDERAL PROVISIONS**

All Federal provisions related to this contract are listed below for reference, and are to be complied with to the extent that each is applicable to this specific agreement.

1. Certification Regarding Non-Segregated Facilities
2. Compliance with Air and Water Acts
3. EEO Compliance and Anti-Discrimination Provisions
4. Copeland Anti-Kickback Act Provisions
5. Executive Order 11426, as amended by Executive Order 12086,  
Concerning Affirmative Action in Employment and Employment Practices
6. Title VI of the Civil Rights Act of 1964, and amendments thereto
7. Title VIII of the Civil Rights Act of 1968 (the Fair Housing Act)
8. Executive Order 11063, as amended by Executive Order 12259
9. Section 109 of the Housing and Community Development Act of 1974 and any amendments thereto
10. Lead Based Paint Prohibition stipulated in Section 401(b) of the Lead-Based Paint Poisoning Prevention Act (as applicable)
11. Section 202 (a) of the Flood Disaster Protection Act of 1973 and amendments thereto regarding Flood Hazards Mitigation (as applicable)
12. Architectural Barriers Act (as applicable)
13. Americans with Disabilities Act Protections (as applicable)
14. Energy Policy and Conservation Act
15. Sections 503/504 of the Rehabilitation Act of 1973
16. Sections 103 and 107 of the Contract Work Hours and Safety Standards Act as applicable
17. Labor Standards Provisions to the extent required by Section 110 of the Housing and Community Development Act of 1974 and amendments thereto
18. Minority and Women Owned Business Identification and Utilization
19. Affirmative Action in Employment and Employment Matters
20. Section 3 of the Housing and Community Development Act of 1968, as amended

Standard Provisions (Continued)

21. Age Discrimination Act of 1975
22. Provisions Regarding Access to and Maintenance of Records
23. Conflict of Interest Provisions
24. Anti-Lobbying Certification
25. Relocation, Displacement and Acquisition Provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) and HUD Implementing Regulations at 24 CFR Part 42 to the extent applicable to Project activities
26. Prohibition against the Use of Debarred, Suspended or Ineligible Contractors or Subrecipients (24 CFR Part 24)
27. Ownership of Project Copyrights and Patents (if applicable)
28. Requirements of 24 CFR Part 24 concerning the Drug Free Workplace Act of 1988.
29. Utilization of Program Income. No program income will result from activities undertaken through this project.

**THE FULL TEXT OF THE FEDERAL LAWS AND/OR REGULATIONS CAN BE REVIEWED AT THE COMMUNITY DEVELOPMENT BLOCK GRANT OFFICE OR BY VISITING THE HUD WEB SITE AT [WWW.HUD.GOV](http://WWW.HUD.GOV). EACH PROVISION IS AN INTEGRAL PART OF THE AGREEMENT AND IS FULLY BINDING UPON THE RECIPIENT. EACH PROVISION SHOULD BE CAREFULLY REVIEWED TO ASSURE EXISTING COMPLIANCE AND/OR THE CAPACITY TO COMPLY WITH SAID PROVISIONS.**

# **EXHIBIT IV**

## **DOCUMENTATION OF LEGAL CORPORATE STATUS**



## Detail by Entity Name

### Florida Non Profit Corporation

ENGLEWOOD NEIGHBORHOOD IMPROVEMENT CORPORATION

### Filing Information

Document Number	N95000004635
FEI/EIN Number	593445733
Date Filed	09/29/1995
State	FL
Status	ACTIVE
Last Event	CANCEL ADM DISS/REV
Event Date Filed	11/21/2006
Event Effective Date	NONE

### Principal Address

2749 NORTH H STREET  
PENSACOLA, FL 32501

Changed: 03/01/2015

### Mailing Address

P.O. BOX 17322  
PENSACOLA, FL 32522

Changed: 04/29/2010

### Registered Agent Name & Address

Marshall, Elois  
2616 N L Street  
PENSACOLA, FL 32501

Name Changed: 04/27/2014

Address Changed: 03/01/2015

### Officer/Director Detail

#### **Name & Address**

Title MS

MARSHALL, ELOIS  
2616 NORTH L STREE  
PENSACOLA, FL 32501

Title Mrs.

Blankenship, Firnah  
1605 W. Scott St  
Pensacola, FL 32501

Title Mrs.

Grice, Ethel  
1225 W. Bobe St  
Pensacola, FL 32501

Title Mr

James, Albert  
1010 W. Hayes St  
Pensacola, FL 32501

Title Dr.

Edler, Laura  
801 W. Baars St  
Pensacola, FL 32501

#### **Annual Reports**

<b>Report Year</b>	<b>Filed Date</b>
2013	04/19/2013
2014	04/27/2014
2015	03/01/2015

#### **Document Images**

<a href="#">03/01/2015 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">04/27/2014 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">04/19/2013 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">03/31/2012 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">03/25/2011 -- ANNUAL REPORT</a>	View image in PDF format
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<a href="#">05/13/2002 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">05/15/2001 -- ANNUAL REPORT</a>	



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

**AI-9581**

**County Administrator's Report 13. 3.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 01/21/2016

**Issue:** Voluntary Cleanup Tax Credit Application for Mahogany Mill Boat Ramp Facility

**From:** Tonya Gant, Director

**Organization:** Neighborhood & Human Svcs

**CAO Approval:**

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#### **RECOMMENDATION:**

Recommendation Concerning the Voluntary Cleanup Tax Credit Application for Mahogany Mill Boat Ramp Facility - Tonya Gant, Neighborhood & Human Services Department Director

That the Board that the following action concerning the Escambia County 2015 Voluntary Cleanup Tax Credit Application and Affidavit for the Mahogany Mill Boat Ramp Facility:

A. Approve the Application to the Florida Department of Environmental Protection (FDEP) for the Escambia County 2015 Voluntary Cleanup Tax Credit (VCTC) Application and Affidavit; and

B. Authorize the Chairman to sign the Application and all related documents.

[Funding Source: In the event of monetary gain, funds will be deposited in Fund 129, CDBG HUD Entitlement, Brownfields]

#### **BACKGROUND:**

Environmental site cleanup and remediation at the Escambia County Mahogany Mill Boat Ramp Facility is now complete. The total amount for the cleanup was \$203,900.00.

The County is eligible to apply for tax credits through the FDEP VCTC Program. This program allows entities and/or individuals to recover certain expenses incurred in the voluntary execution of assessment/remediation for hazardous materials in the form of tax credits issued by the Florida Department of Revenue through the FDEP. Escambia County is eligible to receive \$50,975.00 in tax credits.

The VCTC is a State Economic Development Tax Incentive designed to be used against the Florida Corporate Tax liabilities. The State allows the tax credits to be transferred to another entity one time during the life of the instrument., i.e. through the sale of the individual instrument or by assigning the credits to another entity.

**BUDGETARY IMPACT:**

In the event of monetary gain, funds from the sale of the tax credits will be deposited in Fund 129, CDBG HUD Entitlement, Brownfields.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

No Legal consideration is required for this recommendation.

**PERSONNEL:**

Neighborhood & Human Services Department/Community Redevelopment Agency (NHS/CRA) staff will coordinate all tasks.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

Board approval is required for submittal of all applications.

**IMPLEMENTATION/COORDINATION:**

NHS/CRA staff, in coordination with the FDEP, shall execute and deliver all documents and perform further actions necessary to complete the application.

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**Attachments**

2015 VCTC App\_SRCO  
SRCO

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# Department of Environmental Protection

## VOLUNTARY CLEANUP TAX CREDIT APPLICATION AND AFFIDAVIT

Pursuant to the provisions of s. 376.30781, F.S., application for a Voluntary Cleanup Tax Credit (VCTC) is hereby made. The following information is submitted in support of this application. Please complete the applicable sections of this form, draw a diagonal line through inapplicable sections, and submit the entire application form along with any other required documentation.

Application Number

(FDEP Use Only)

### SECTION I. – APPLICANT INFORMATION

#### A. APPLICANT<sup>1</sup>

Name: Grover C. Robinson IV, Chairman

Address: 221 Palafox

(Street or P.O. Box)

Pensacola, Florida 32502  
(City) (State) (Zip Code)

Applicant's Point of Contact: Glenn Griffith, Brownfields Coordinator

Telephone Number: (850) 595-4940

E-mail: district4@myescambia.com

I request that all correspondence related to this application be sent to the applicant's point of contact at their:

☒ postal address ☒ e-mail address (Choose one)

Federal Employment Identification Number (FEID), if applicant is a business: 596000598

—

**-OR-** (9-digit number)

Social Security Number, if applicant is an individual:                -                -                 
(9-digit number)

#### B. APPLICANT'S AUTHORIZED AGENT OR REPRESENTATIVE (OPTIONAL)

Name: Glenn Griffith, Brownfields Coordinator

Address: 221 Palafox, Old County Courthouse, Suite 305, 4<sup>th</sup> Floor

(Street or P.O. Box)

Pensacola Florida 32502  
(City) (State) (Zip Code)

Telephone Number: (850) 595 - 3538

E-mail: gcgriffi@myescambia.com

I request that, in addition to the applicant's point of contact, all correspondence related to this application be sent to the applicant's authorized agent or representative at their:

☒ postal address      ☒ e-mail address (Choose one)

*If multiple tax credit applicants are submitting a joint application for one site, please make copies of this page and have each tax credit applicant complete Section I, Applicant Information of this application.*

## SECTION II. – SITE INFORMATION

### A. SITE IDENTIFICATION

**Brownfield Site** /Drycleaning Facility Name: Mahogany Mill Road Boat Ramp

Address: 1200 Mahogany Mill Rd., Blk

(Street or P.O. Box)

Pensacola  
(City)

Florida  
(State)

32507  
(Zip Code)

**Brownfield Site Identification Number:** BF 1\_\_ 7\_\_ 1\_\_ 1\_\_ 0\_\_ 2\_\_ 0\_\_ 0\_\_ 1\_\_  
(9-digit number)

Is there more than one contaminated site, as defined by Department rule, covered by the above Brownfield Site Rehabilitation Agreement (BSRA)? \_No\_ (Yes/No)

-----OR-----

**DEP Drycleaning Facility Identification Number:** \_\_\_\_\_  
(9-digit number)

If this application is for a Drycleaning Solvent Cleanup Program (DSCP) site and the Real Property Owner is not the applicant, please provide Real Property Owner information.

Name: \_\_\_\_\_

Address: \_\_\_\_\_

(Street or P.O. Box)

(City)

(State)

(Zip Code)

Telephone Number: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ E-mail: \_\_\_\_\_

### B. TYPE OF SITE

- ☐ (1) A drycleaning solvent contaminated site eligible for state-funded site rehabilitation under s. 376.3078(3), F.S. The applicant must complete **Section II.C.** on page 3;
- ☐ (2) A drycleaning solvent contaminated site at which cleanup is undertaken by the real property owner pursuant to s. 376.3078(11), F.S., if the real property owner is not also, and has never been, the owner or operator of the drycleaning facility where the contamination exists. The applicant must complete **Section II.D.** on page 3; or
- ☒ (3) A brownfield site in a designated brownfield area under s. 376.80, F.S.

**C. DSCP SITES ELIGIBLE FOR STATE-FUNDED SITE REHABILITATION**

*See paragraph 62-788.300(3)(d), F.A.C.*

If boxB.(1) is checked on page 2, the applicant must submit with this application a copy of the Department's eligibility order for the DSCP and the appropriate deductible payment, as indicated in the order. Please include a cashier's check or money order (DO NOT SEND CASH, PERSONAL CHECKS, OR CORPORATE CHECKS) made payable to the Water Quality Assurance Trust Fund. This check or money order must be separate from the \$250 non-refundable application review fee required by Section VIII of this application. Please check the appropriate box below to indicate the amount enclosed or previously paid:

- ☐ \$1,000 (complete DSCP applications submitted by June 30, 1997)
- ☐ \$5,000 (complete DSCP applications submitted July 1, 1997, through September 30, 1998)
- ☐ \$10,000 (complete DSCP applications submitted October 1, 1998, through December 31, 1998)
- ☐ Deductible previously paid in \_\_\_\_\_ (year) VCTC application

**D. REAL PROPERTY OWNER AFFIDAVIT**

*See paragraph 62-788.300(3)(b), F.A.C.*

If boxB.(2) is checked on page 2, the following affidavit must be signed by the real property owner and notarized:

The undersigned, under penalties of perjury, does solemnly swear that the applicant is the real property owner of the property containing the drycleaning solvent contaminated site at which the applicant is voluntarily conducting site rehabilitation, and that the applicant is not, and has never been, the owner or operator of the drycleaning facility where the contamination exists.

\_\_\_\_\_  
Signature of Real Property Owner or Authorized Corporate Real Property Owner Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name of Real Property Owner or Corporate Real Property Owner

\_\_\_\_\_  
Print Name of Authorized Corporate Real Property Owner Representative

\_\_\_\_\_  
Title

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

Sworn to (or affirmed) and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_  
Real Property Owner's Name

Personally known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_

\_\_\_\_\_  
Signature of Notary Public - State of Florida

Type of Identification Produced \_\_\_\_\_

\_\_\_\_\_  
(Print, type, or stamp Commissioned Name of Notary Public)

### SECTION III. – DOCUMENTATION

*For more detail, see paragraphs 62-788.300(3)(f) and .330(3)(d), F.A.C.*

This application package must include copies of documentation sufficient to demonstrate that the tax credit applicant, which must be the signatory to a Voluntary Cleanup Agreement or BSRA, incurred and paid the costs that were either integral to site rehabilitation or that were for solid waste removal (applies to BSRAs only). Costs for **site rehabilitation** must have been incurred between January 1 and December 31 of the year for which the application is being submitted and paid prior to submittal of the tax credit application; costs for **solid waste removal** must have been incurred and paid since July 1, 2006.

The documentation must clearly describe the goods or services and associated costs that are being claimed in the application. Copies of documents for goods or services that are being claimed must be sufficient to demonstrate a link between the contractual records, the payment requests associated with the contractual records, and the payment records for the claimed portions of the payment requests, as required by each of the following three paragraphs:

1. Contractual records that describe the scope of work performed during the applicable time period that was either integral to site rehabilitation or for solid waste removal. Examples include: contracts, documentation of contract negotiations, proposals, work orders, task orders, and change orders; and
2. Payment requests that describe the goods or services provided in support of the above scope of work. Examples include: invoices, sales tickets, and account statements. **Payment request documents that include costs for goods or services that are not being claimed in the VCTC application must clearly identify which costs are being claimed;** and
3. Payment records that describe the actual costs incurred and paid for the goods or services above. Examples include: cancelled checks, or other payment records from purchases, sales, leases, or other transactions.

The Certified Public Accountant (CPA) and Technical Professional Certifications are not required if the applicant is claiming only an Affordable Housing, Health Care, and/or SRCO VCTC, because the tax credit applicant will have previously provided this documentation in the annual site rehabilitation application(s).

## SECTION IV. – TAX CREDIT CLAIM AND CALCULATION

### A. TYPE OF TAX CREDIT CLAIMED (Check all that apply and complete additional sections as directed)

- (a) Site Rehabilitation; requires completion of Section IV.B.  
☒ (b) Site Rehabilitation Completion Order bonus; requires completion of Section IV.C.  
☐ (c) Affordable Housing bonus; requires completion of Section IV.D.  
☐ (d) Health Care bonus; requires completion of Section IV.E.  
☐ (e) Solid Waste Removal; requires completion of Section IV.F.

### B. SITE REHABILITATION

See Rule 62-788.300, F.A.C.

Complete this section to claim a credit in the amount of 50% of the cost of voluntary cleanup activity that was integral to site rehabilitation conducted during the calendar year for which this tax credit application is being submitted.

1. Total site rehabilitation costs incurred and paid by the applicant for this calendar year \$ \_
2. 50% of the amount on line 1. or \$500,000 - whichever is less \$ \_
3. Joint applicant – The percentage and corresponding amount of site rehabilitation costs on line 1. contributed by the joint applicant for this calendar year  
Joint applicant name \_\_\_\_\_ NONE \_\_\_\_\_  
\_\_\_\_\_ 0 \_\_\_\_\_ % contributed  
\$ \_\_\_\_\_ 0 \_\_\_\_\_ Amount contributed

### C. SITE REHABILITATION COMPLETION ORDER BONUS

See Rule 62-788.300, F.A.C.

If the Department issued a "No Further Action" (NFA) order (i.e., Site Rehabilitation Completion Order - SRCO) for the contaminated site, complete this section to claim the SRCO bonus in accordance with the dates and percentages in the table below.

1. Total eligible site rehabilitation costs incurred and paid by the applicant from July 1, 1998 through June 30, 2006 \$ \_\_\_\_\_
2. 10% of the amount on line 1. or \$50,000 - whichever is less \$ \_\_\_\_\_ SRCO bonus claimed before July 1, 2006
3. Total eligible site rehabilitation costs incurred and paid by the applicant on or after July 1, 2006 \$ 203,900.00 \_\_\_\_\_
4. 25% of the amount on line 3. or \$500,000 - whichever is less \$ 50,975.00 \_\_\_\_\_ SRCO bonus claimed on or after July 1, 2006
5. Joint applicant – The percentage and corresponding amount of total eligible site rehabilitation costs on lines 1. and 3. contributed by the applicant  
Joint applicant name \_\_\_\_\_  
\_\_\_\_\_ % contributed  
\$ \_\_\_\_\_ Amount contributed

➤ If multiple tax credit applicants are submitting a joint application for one site, please have each applicant indicate that applicant's percentage and amount contributed to payment of site rehabilitation costs on a copy of this page and have each applicant complete a separate copy of the affidavit in Section VII.

➤ The combined SRCO bonus amount claimed for site rehabilitation conducted before and after June 30, 2006 cannot exceed \$500,000.

#### D. AFFORDABLE HOUSING BONUS

*See Rule 62-788.310, F.A.C.*

If use of the brownfield site identified in the BSRA is limited to affordable housing, complete this section to claim a tax credit in the amount of 25% of the eligible cost of voluntary cleanup activity that was integral to site rehabilitation and incurred on or after **July 1, 2006**.

1. Total eligible site rehabilitation costs incurred and paid by the applicant on or after July 1, 2006

\$ \_\_\_\_\_

2. 25% of the amount on line 1. or \$500,000 - whichever is less

\$ \_\_\_\_\_ **Affordable Housing bonus claimed**

3. Joint applicant - The percentage and corresponding amount of total eligible site rehabilitation costs on line 1. contributed by the applicant

Joint applicant name \_\_\_\_\_

\_\_\_\_\_ % contributed

\$ \_\_\_\_\_ Amount contributed

In accordance with Rule 62-788.310(2), F.A.C., please provide a certification letter from the party to the use agreement that is identified below.

☐ (a) Florida Housing Finance Corporation

☐ (b) Local housing authority \_\_\_\_\_ (Name of Agency)

☐ (c) Other government agency \_\_\_\_\_ (Name of Agency)

➤ *If multiple tax credit applicants are submitting a joint application for one brownfield site, please have each applicant indicate that applicant's percentage and amount contributed to payment of site rehabilitation costs on a copy of this page and have each applicant complete a separate copy of the affidavit in Section VII.*



## E. HEALTH CARE FACILITY OR HEALTH CARE PROVIDER BONUS

See Rule 62-788.320, F.A.C.

If use of the brownfield site identified in the BSRA includes a health care facility or a health care provider, pursuant to Sections 408.032, 408.07, or 408.7056, F.S., complete this section to claim a credit in the amount of 25% of the eligible cost of voluntary cleanup activity that was integral to site rehabilitation and incurred on or after **January 1, 2008**.

1. Total eligible site rehabilitation costs incurred and paid by the applicant on or after January 1, 2008 \$ \_\_\_\_\_
2. 25% of the amount on line 1. or \$500,000 - whichever is less \$ \_\_\_\_\_ **Health Care Facility/Provider bonus claimed**
3. Joint applicant - The percentage and corresponding amount of total eligible site rehabilitation costs on line 1. contributed by the applicant  
Joint applicant name \_\_\_\_\_  
\_\_\_\_\_ % contributed  
\$ \_\_\_\_\_ Amount contributed

Please check the category of health care facility or health care provider and specify the type of facility/provider in the space provided.

- ☐ (a) Health Care Facility pursuant to Section 408.032, F.S., \_\_\_\_\_
- ☐ (b) Health Care Facility/Provider pursuant to Section 408.07, F.S., \_\_\_\_\_
- ☐ (c) Health Care Provider pursuant to Section 408.7056, F.S., \_\_\_\_\_

Health Care Facility/Provider claimed in this application:

Doing Business As: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ County: \_\_\_\_\_

Telephone Number: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

In accordance with Rule 62-788.320(2), F.A.C., please provide a copy of one of the required supporting documents listed below.

- ☐ (a) Certificate of Occupancy
- ☐ (b) License for the operation of the Health Care Facility or Health Care Provider
- ☐ (c) Certificate for the operation of the Health Care Facility or Health Care Provider

➤ If multiple tax credit applicants are submitting a joint application for one brownfield site, please have each applicant indicate that applicant's percentage and amount contributed to payment of site rehabilitation costs on a copy of this page and have each applicant complete a separate copy of the affidavit in Section VII.

## F. SOLID WASTE REMOVAL TAX CREDIT

See Rule 62-788.330, F.A.C.

Complete this section to claim a credit in the amount of 50% of the costs incurred and paid by the applicant on or after **July 1, 2006** for solid waste removal from within the boundary of the eligible brownfield site identified in the BSRA.

1. Total costs for solid waste removal incurred and paid by the applicant on or after July 1, 2006 \$ \_\_\_\_\_
2. 50% of the amount on line 1. or \$500,000 - whichever is less \$ \_\_\_\_\_ **Solid Waste Removal tax credit claimed**
3. Joint applicant - The percentage and corresponding amount of the solid waste removal costs on line 1. contributed by the applicant  
Joint applicant name \_\_\_\_\_  
\_\_\_\_\_ % contributed  
\$ \_\_\_\_\_ Amount contributed

In accordance with 62-788.330(2), F.A.C., I have consulted with the following local government and DEP officials. With this application, I certify that, to the best of my knowledge, the brownfield site as identified in the BSRA was never operated as a permitted solid waste disposal area or for monetary compensation.

Name of local government official consulted: \_\_\_\_\_

Title: \_\_\_\_\_ Telephone Number: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

Name of DEP representative consulted: \_\_\_\_\_

Title: \_\_\_\_\_ Telephone Number: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

➤ *If multiple tax credit applicants are submitting a joint application for one brownfield site, please have each applicant indicate that applicant's percentage and amount contributed to payment of solid waste removal costs on a copy of this page and have each applicant complete a separate copy of the affidavit in Section VII.*

## SECTION V. – TECHNICAL PROFESSIONAL CERTIFICATION

*For more detail see paragraphs 62-788.300(3)(g) and .330(3)(e), F.A.C.*

The following certification shall serve as proof that the voluntary cleanup activities have been conducted under the observation of, and related technical documents have been signed and sealed by, an appropriate professional registered in the State of Florida in each contributing technical discipline associated with the documentation listed in Section III of this application for either annual site rehabilitation or for solid waste removal that has occurred since July 1, 2006, in accordance with department rules and regulations.

Under penalties of perjury, I declare that I have read and understand the requirements of Chapter 62-788, F.A.C., and Sections 376.30781 and 220.1845, F.S. In addition, I certify that I have read the foregoing Voluntary Cleanup Tax Credit application, including all the backup documentation; that I understand and have adhered to the requirements stated on page 4 of this tax credit application; and that the costs incurred and paid by the applicant and claimed in this application were integral, necessary, and required for either site rehabilitation or for solid waste removal, as applicable.

\_\_\_\_\_  
Site Rehabilitation Period Covered by Application

\_\_\_\_\_  
Solid Waste Removal Period Covered by Application

(SEAL)

\_\_\_\_\_  
Signature of Registered Technical Professional

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Title (e.g., Professional Engineer, Professional Geologist)

### Technical Professional Information:

Name: \_\_\_\_\_

Address: \_\_\_\_\_  
(Street or P.O. Box)

(City) \_\_\_\_\_ (State) \_\_\_\_\_ (Zip Code) \_\_\_\_\_

Telephone Number: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

State of Florida License Number: \_\_\_\_\_

Expiration Date: \_\_\_\_\_

## SECTION VI. – CERTIFIED PUBLIC ACCOUNTANT CERTIFICATION

For more detail, see paragraphs 62-788.300(3)(h) and .330(3)(f), F.A.C.,  
and subsections 62-788.300(4) and .330 (4), F.A.C.

The following certification shall serve as proof that the documentation submitted in accordance with Section III of this application has been reviewed by the undersigned independent CPA in accordance with standards established by the American Institute of Certified Public Accountants. Specifically, the undersigned CPA is attesting to the accuracy and validity of the costs incurred and paid by the applicant after having conducted an independent review of the data presented by the applicant; that the costs included in the application form are not duplicated within the application; and that the application contains only those costs that were incurred during the timeframe represented in the tax credit application and paid prior to submittal of the tax credit application. In addition, a copy of the Independent CPA's report must be completed whenever an annual site rehabilitation or solid waste removal application is submitted. The CPA is not responsible for attesting to whether the costs claimed are for site rehabilitation or solid waste removal.

Under penalties of perjury, I declare that I have read *A Guideline for Agreed-Upon Procedures for Attestation Service for the Voluntary Cleanup Tax Credit (VCTC) Program*<sup>1</sup>, Chapter 62-788, F.A.C., and Sections 376.30781 and 220.1845, F.S., and that I understand the accounting requirements associated with these documents. In addition, I attest that I have read the foregoing Voluntary Cleanup Tax Credit application and that the facts stated in it are true to the best of my knowledge and belief.

For **Site Rehabilitation** applications:

For **Solid Waste Removal** applications:

\_\_\_\_\_  
Total Site Rehabilitation Amount Claimed in Application

\_\_\_\_\_  
Total Solid Waste Removal Amount Claimed in Application

\_\_\_\_\_  
Total Site Rehabilitation Amount Approved by CPA

\_\_\_\_\_  
Total Solid Waste Removal Amount Approved by CPA

\_\_\_\_\_  
Time Period Covered by Site Rehabilitation Application

\_\_\_\_\_  
Time Period Covered by Solid Waste Removal Application

\_\_\_\_\_  
Signature of CPA

\_\_\_\_\_  
Date

### CPA Information:

Name: \_\_\_\_\_

Address: \_\_\_\_\_  
(Street or P.O. Box)

(City) (State) (Zip Code) \_\_\_\_\_

Telephone Number: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

License Number: \_\_\_\_\_

Expiration Date: \_\_\_\_\_

Original Issue Date: \_\_\_\_\_

*IDEP has developed guidance to assist CPAs in the review of VCTC applications. This guidance is entitled A Guideline for Agreed-Upon Procedures Attestation Service for the Voluntary Cleanup Tax Credit (VCTC) Program, October 2010, and may be obtained by calling the VCTC program manager at (850) 245-8927.*

## SECTION VII. – APPLICANT CERTIFICATION AFFIDAVIT

The undersigned applicant, under penalties of perjury, certifies that (s)he has read and understands the requirements of Chapter 62-788, F.A.C., and Sections 376.30781 and 220.1845, F.S., and that all information contained in this application, including all records of costs incurred and paid and claimed in this tax credit application were by the applicant, and are true and correct.

The following sections of this application have been completed and the appropriate documentation to support these claims is transmitted with this application.

<i>(Check all that apply)</i>		Time Period Covered by the Application
<input type="checkbox"/>	Section II.C.Drycleaning Solvent Cleanup Program Sites eligible for State-funded Site Rehabilitation	
<input type="checkbox"/>	Section II.D. Real Property Owner Affidavit	
	Section IV.B Site Rehabilitation Tax Credit	
<input checked="" type="checkbox"/>	Section IV.C. Site Rehabilitation Completion Order Bonus	10/22/2013 – 12/26/2013
<input type="checkbox"/>	Section IV.D. Affordable Housing Bonus	
<input type="checkbox"/>	Section IV.E. Health Care Facility or Health Care Provider Bonus	
<input type="checkbox"/>	Section IV.F. Solid Waste Removal Tax Credit	

Signature of Applicant

Date

Grover C. Robinson IV

Print Name

Chairman

Print Title

Attest: Pam Childers  
Clerk of Circuit Court

Escambia County Board of County Commissioners

Print Company Name (if applicable)

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

### Notary Seal for Applicant's Certification Affidavit

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

Sworn to (or affirmed) and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_  
Applicant's Name

Personally known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_

\_\_\_\_\_  
Signature of Notary Public - State of Florida

Type of Identification Produced \_\_\_\_\_

\_\_\_\_\_  
(Print, type, or stamp Commissioned Name of Notary Public)

## **SECTION VIII. – NON-REFUNDABLE APPLICATION REVIEW FEE**

*For more detail see paragraphs 62-788.300(3)(e), 310(3)(c), 320(3)(c) or 330(3)(c) F.A.C.*

Please include a **cashier's check or money order** made payable to the Water Quality Assurance Trust Fund in the amount of \$250 to cover the administrative costs associated with the Department's review of the tax credit application. The \$250 application review fee is non-refundable. Failure to submit the non-refundable application review fee as required by s. 376.30781(6)(a), F.S., shall result in the application being deemed "incomplete", in accordance with Rule 62-788.400, F.A.C.

### **Send Completed Applications to:**

Department of Environmental Protection  
Division of Waste Management  
Voluntary Cleanup Tax Credit  
2600 Blair Stone Road, Mail Station 4505  
Tallahassee, Florida 32399-2400

**- OR -**

### **Hand Deliver to:**

Department of Environmental Protection  
Division of Waste Management  
Bureau of Waste Cleanup  
2600 Blair Stone Road  
Room 309  
Tallahassee, Florida  
*Attn.: Voluntary Cleanup Tax Credit*

**KEEP A COPY OF THE COMPLETED APPLICATION FOR YOUR RECORDS.**

**BEFORE THE STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**IN RE: Escambia County Board of County Commissioners  
Mahogany Mill Road Boat Ramp  
1200 Mahogany Mill Road Bldg, Pensacola, FL 32507  
Barrancas Redevelopment Area  
Brownfield Area Identification Number: BF1711102000  
Brownfield Site Identification Number: BF171102001  
OGC Tracking Number - 13-1482**

**BROWNFIELD SITE REHABILITATION AGREEMENT PURSUANT TO §376.80(5),  
Florida Statutes (F.S.)**

**WHEREAS, the Brownfields Redevelopment Act was enacted to reduce public health and environmental hazards on existing commercial and industrial sites by offering incentives to encourage responsible persons to voluntarily develop and implement cleanup plans; and**

**WHEREAS, the Department of Environmental Protection ("Department") is the administrative agency of the State of Florida having the power and duty to protect Florida's environment and to administer and enforce the provisions of Chapters 403 and 378, F.S., and the rules promulgated thereunder, Chapters 62-777 and 62-780, Florida Administrative Code (F.A.C.), as amended; and**

**WHEREAS, the Department has jurisdiction over the matters addressed in this Brownfield Site Rehabilitation Agreement ("BSRA"); and**

**WHEREAS, the Department has the authority, pursuant to §376.81, F.S., to establish by rule, criteria for determining the rehabilitation program tasks that comprise a site rehabilitation program and the level at which a rehabilitation program task and a site rehabilitation program may be deemed complete;**

**NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, it is agreed as follows:**


**This BSRA is entered into between the Department and Escambia County Board of County Commissioners, hereinafter the Person Responsible For Brownfield Site Rehabilitation ("PRFBSR") (collectively referred to as the "parties"), for the rehabilitation of a brownfield site within a designated brownfield area pursuant to §376.80(5), F.S. The Department and the PRFBSR agree to the following:**



Escambia County Board of County Commissioners  
Brownfield Site Rehabilitation Agreement  
Brownfield Site ID # BF171102001

IN WITNESS WHEREOF, each of the parties has made and executed this Brownfield Site Rehabilitation Agreement on the date set forth for each signature of each representative below: Emile D. Hamilton, Director Northwest District, State of Florida Department of Environmental Protection, and Lumon May, Chairman, Escambia County Board of County Commissioners, the Person Responsible for Brownfield Site Rehabilitation, signing by and through, duly authorized to execute same.

PERSON RESPONSIBLE FOR  
BROWNFIELD SITE REHABILITATION

By:   
Larry M. Newsom  
Assistant County Administrator

Date: 12/21/13  
221 Palafox Place

Pensacola, FL 32502

850-595-4930

STATE OF FLORIDA DEPARTMENT OF  
ENVIRONMENTAL PROTECTION

By:  For  
Emile D. Hamilton  
Director Northwest District

Date: 12/27/13  
Approved as to form and legality:

  
Randy J. Miller, II, FDEP Attorney

FILING AND ACKNOWLEDGMENT FILED, on this date,  
pursuant to §120.52 Florida Statutes, with the designated  
Department Clerk, receipt of which is hereby acknowledged.

  
Clerk (or Deputy Clerk)

Date: 12-27-2013

cc: Randy J. Miller, II, FDEP Brownfields Program Attorney  
Kim Walker, FDEP Brownfields Program Manager  
Sally Cooley, Brownfield Coordinator

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## Florida Department of Environmental Protection

160 W. Government Street, Suite 308  
Pensacola, Florida 32502-5740

Rick Scott  
Governor

Carlos Lopez-Cantera  
Lt. Governor

Jonathan P. Steverson  
Secretary

December 7, 2015

*Sent by Electronic mail – Received Receipt Requested*  
[ggriffi@countv.escambia.fl.us](mailto:ggriffi@countv.escambia.fl.us)

Mr. Glenn Griffith  
Brownfields Coordinator  
Escambia County Community Redevelopment Agency  
221 Palafox St., Suite 305  
Pensacola, Florida 32502

Subject: Conditional Site Rehabilitation Completion Order  
Mahogany Mill Road Boat Ramp Facility  
FDEP Facility ID# COM\_320053, BF171102001  
Mahogany Mill Road  
Pensacola, Escambia County  
Identifier Date: July 1, 2013

Dear Mr. Griffith:

The Northwest District has reviewed the Site Assessment Report/RAP (SAR/RAP) dated October 31, 2013 and Construction Completion Report and Maintenance Plan (CCR) dated December 30, 2013 for the discovery date of a discharge referenced above at the 1200 Mahogany Mill Road Block, Pensacola, Florida, 32507, Parcel 592S302007000000. Documentation submitted with the SAR/RAP and CCR confirm that criteria set forth in Subsection 62-780.680(2), Florida Administrative Code (F.A.C.), have been met. Please refer to the attached maps of the source property with analytical concentrations, Attachment A, hereby incorporated by reference. The SAR/RAP and CCR are hereby incorporated by reference in this Site Rehabilitation Completion Order (Order). A declaration of restrictive covenant has been recorded with the deed for this property. Therefore, you are released from any further obligation to conduct site rehabilitation at the facility for contamination associated with the discharge referenced above, except as set forth below. Failure to abide by the following requirements will result in the revocation of this Order.

A Declaration of Restrictive Covenant was recorded by Escambia County on November 30, 2015 in Official Record Book 7442, Pages 341-349, Public Records of Escambia County, Florida, and is attached and incorporated by reference as Attachment B.

[www.dep.state.fl.us](http://www.dep.state.fl.us)

- (1) You must comply with the provisions contained within the Declaration of Restrictive Covenant filed prior to the execution of this Order (Exhibit C) and hereby incorporated by reference. If at a later date you propose to remove the institutional controls, you must obtain prior written approval from the Florida Department of Environmental Protection (Department). The removal of the controls must be accompanied by the immediate resumption of site rehabilitation, or implementation of other approved controls, unless it is demonstrated to the Department that the criteria of Subsection 62-780.680(1), F.A.C., are met.
- (2) In the event concentrations of contaminants of concern increase above the levels approved in this Order, or if a subsequent discharge of contaminants occurs at the facility, the Florida Department of Environmental Protection (Department) may require site rehabilitation to reduce concentrations of contaminants of concern to the levels approved in the SAR/NFAP or otherwise allowed by Chapter 62-780, F.A.C.

Further, in accordance with Chapter 376.30701(4), Florida Statutes (F.S.), upon completion of site rehabilitation, additional site rehabilitation is not required unless it is demonstrated that:

- (a) Fraud was committed in demonstrating site conditions or completion of site rehabilitation;
- (b) New information confirms the existence of an area of previously unknown contamination which exceeds the site-specific rehabilitation levels established in accordance with Section 376.30701(2), F.S., or which otherwise poses the threat of real and substantial harm to public health, safety, or the environment;
- (c) The level of risk is increased beyond the acceptable risk established under Section 376.30701(2), F.S., due to substantial changes in exposure conditions, such as a change in land use from nonresidential to residential use. Any person who changes the land use of the site, thereby causing the level of risk to increase beyond the acceptable risk level, may be required by the department to undertake additional remediation measures to ensure that human health, public safety, and the environment are protected consistent with Section 376.30701, F.S.; or
- (d) A new discharge of pollutants or hazardous substances occurs at the site subsequent to the issuance of this Order.

#### Legal Issues

The Department's Order shall become final unless a timely petition for an administrative hearing is filed under Sections 120.569 and 120.57, Florida Statutes (F.S.), within 21 days of receipt of this Order. The procedures for petitioning for an administrative hearing are set forth below.

Persons affected by this Order have the following options:

- (A) If you choose to accept the Department's decision regarding the SAR/NFAP, you do not have to do anything. This Order is final and effective on the date filed with the Clerk of the Department, which is indicated on the last page of this Order.
- (B) If you choose to challenge the decision, you may do the following:
  - (1) File a request for an extension of time to file a petition for an administrative hearing with the Department's Agency Clerk in the Office of General Counsel within 21 days of receipt of this Order; such a request should be made if you wish to meet with the Department in an attempt to informally resolve any disputes without first filing a petition for an administrative hearing; or
  - (2) File a petition for an administrative hearing with the Department's Agency Clerk in the Office of General Counsel within 21 days of receipt of this Order.

Please be advised that mediation of this decision pursuant to Section 120.573, F.S., is not available.

#### How to Request an Extension of Time to File a Petition for an Administrative Hearing

For good cause shown, pursuant to Subsection 62-110.106(4), F.A.C., the Department may grant a request for an extension of time to file a petition for an administrative hearing. Such a request must be filed (received) by the Department's Agency Clerk in the Office of General Counsel at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida, 32399-3000, within 21 days of receipt of this Order. Petitioner, if different from Escambia County Community Redevelopment Agency, shall mail a copy of the request to Escambia County Community Redevelopment Agency at the time of filing. Timely filing a request for an extension of time tolls the time period within which a petition for an administrative hearing must be made.

#### How to File a Petition for an Administrative Hearing

A person whose substantial interests are affected by this Order may petition for an administrative hearing under Sections 120.569 and 120.57, F.S. The petition must contain the information set forth below and must be filed (received) by the Department's Agency Clerk in the Office of General Counsel at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida, 32399-3000, within 21 days of receipt of this Order. Petitioner, if different from Escambia County Community Redevelopment Agency, shall mail a copy of the petition to Escambia County Community Redevelopment Agency at the time of filing. Failure to file a petition within this time period shall waive the right of anyone who may request an administrative hearing under Sections 120.569 and 120.57, F.S.

Pursuant to Subsection 120.569(2), F.S. and Rule 28-106.201, F.A.C., a petition for an administrative hearing shall contain the following information:

- (a) The name, address, and telephone number of each petitioner; the name, address, and telephone number of the petitioner's representative, if any; the facility owner's name and address, if different from the petitioner; the FDEP facility number, and the name and address of the facility;
- (b) A statement of when and how each petitioner received notice of the Department's action or proposed action;
- (c) An explanation of how each petitioner's substantial interests are or will be affected by the Department's action or proposed action;
- (d) A statement of the disputed issues of material fact, or a statement that there are no disputed facts;
- (e) A statement of the ultimate facts alleged, including a statement of the specific facts the petitioner contends warrant reversal or modification of the Department's action or proposed action;
- (f) A statement of the specific rules or statutes the petitioner contends require reversal or modification of the Department's action or proposed action; and
- (g) A statement of the relief sought by the petitioner, stating precisely the action petitioner wishes the Department to take with respect to the Department's action or proposed action.

This Order is final and effective on the date filed with the Clerk of the Department, which is indicated on the last page of this Order. Timely filing a petition for an administrative hearing postpones the date this Order takes effect until the Department issues either a final order pursuant to an administrative hearing or an Order Responding to Supplemental Information provided to the Department pursuant to meetings with the Department.

#### Judicial Review

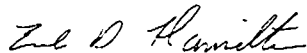
Any party to this Order has the right to seek judicial review of it under Section 120.68, F.S., by filing a notice of appeal under Rule 9.110 of the Florida Rules of Appellate Procedure with the Department's Agency Clerk in the Office of General Counsel at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida, 32399-3000, and by filing a copy of the notice of appeal accompanied by the applicable filing fees with the appropriate district court of appeal. The notice of appeal must be filed within 30 days after this Order is filed with the Department's clerk (see below).

Escambia County Community Redevelopment Agency  
FDEP Facility ID# COM\_320053  
December 7, 2015  
Page 5 of 5

Any questions regarding the review of the SAR/RAP and CCR should be directed to Sally M. Cooley, P.G., at [sally.cooley@dep.state.fl.us](mailto:sally.cooley@dep.state.fl.us) or at 850-595-0558. Questions regarding legal issues should be referred to the Department's Office of General Counsel at 850-245-2242. Contact with any of the above does not constitute a petition for an administrative hearing or a request for an extension of time to file a petition for an administrative hearing.

The FDEP Facility Number for this facility is COM\_320053/BF171102001. Please use this identification on all future correspondence with the Department.


Sincerely,



Emile D. Hamilton  
District Director

EDH/sc/m

FILED, on this date, pursuant to §120.52 Florida Statutes, with the designated Department Clerk, receipt of which is hereby acknowledged.



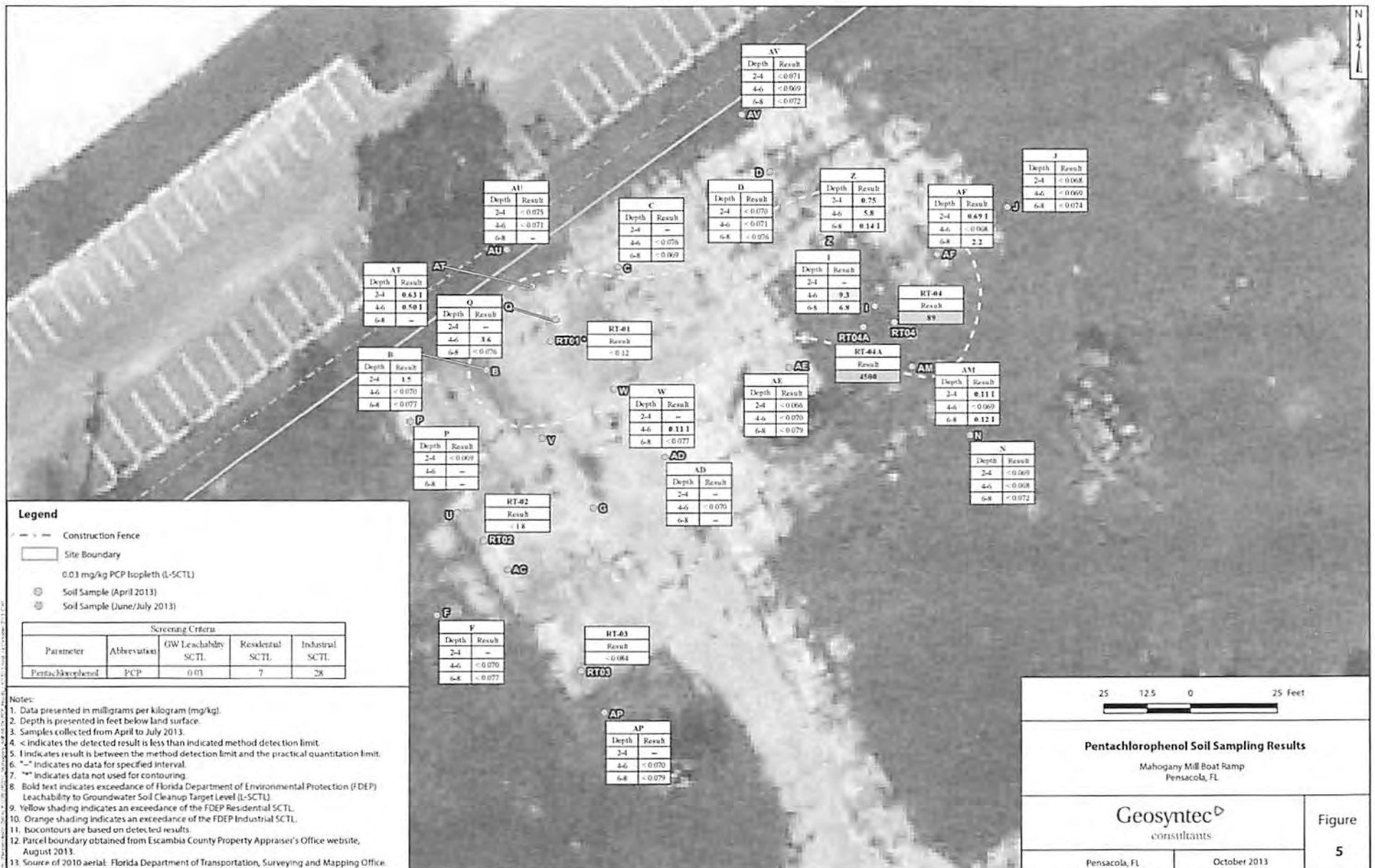
December 7, 2015

Clerk

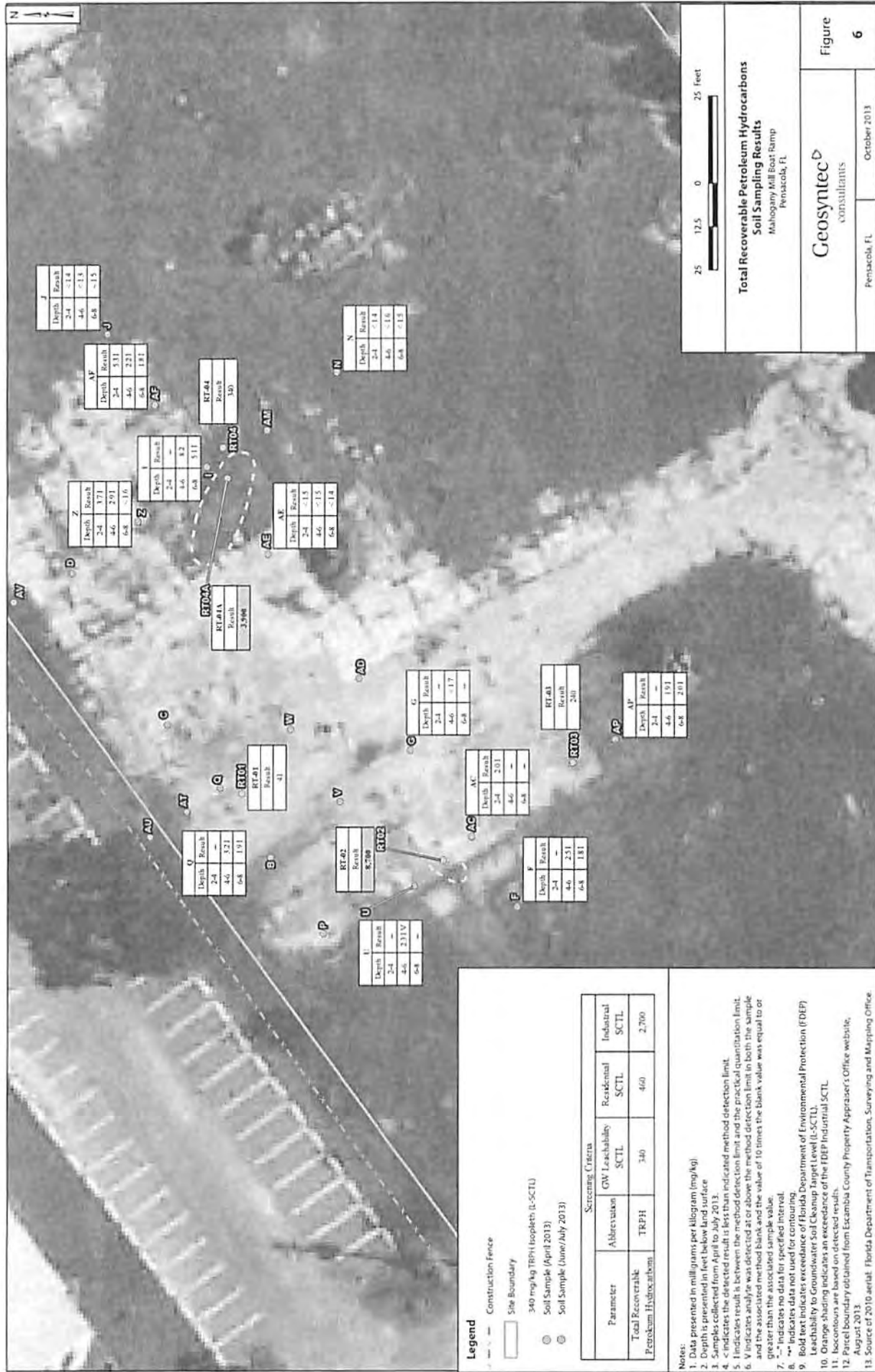
Date

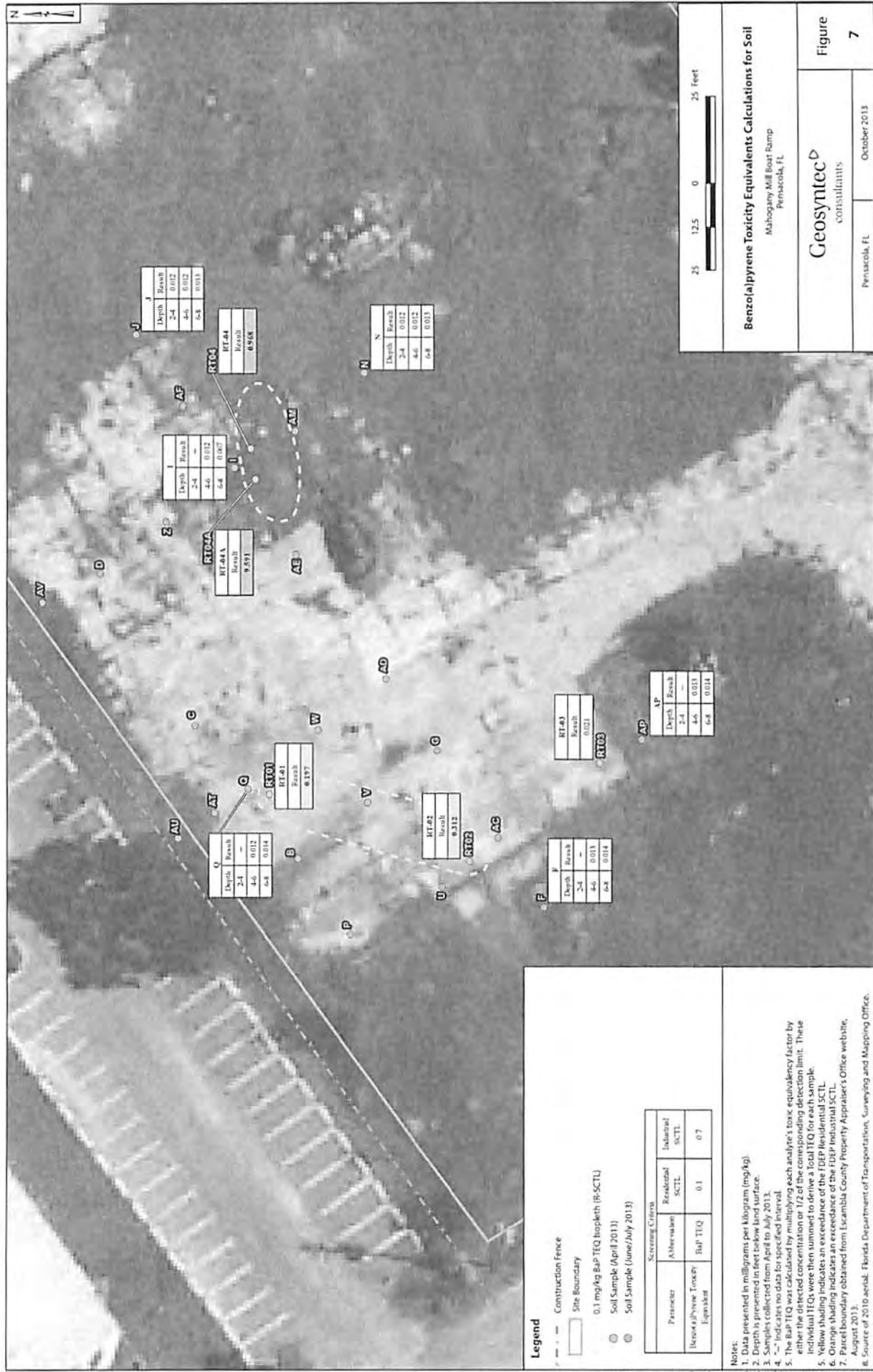
Attachments: A Contaminant Concentration Maps (four pages)  
B Declaration of Restrictive Covenant with Exhibits

c: Lea Crandall, FDEP OGC [lea.crandall@dep.state.fl.us](mailto:lea.crandall@dep.state.fl.us)  
Tom Brown, Northwest Florida Water Management District, [tom.brown@nwfwater.com](mailto:tom.brown@nwfwater.com)  
Lyn Shiver, Northwest Florida Water Management District, [lyn.shiver@nwfwater.com](mailto:lyn.shiver@nwfwater.com)











**Escambia County  
Clerk's Original**

11/17/2015 CAR I-6

Attachment B

Pam Childers  
CLERK OF THE CIRCUIT COURT  
ESCAMBIA COUNTY FLORIDA  
INST# 2015090436 11-30-2015 11:03:25 PM  
OFF REC BK 7442 PG 241 - 349 Doc Type: DECL  
RECORDING: \$75.00

**PLEASE RETURN THIS ESCAMBIA  
COUNTY CLERK'S ORIGINAL TO  
THE CLERK TO THE BOARD'S  
OFFICE FOR FILING WITH THE  
BOARD'S MINUTES**

Date: 11/18/2015 Verified By: *[Signature]*

This instrument prepared by:  
Keith Wilkins, Director, Community and Environment Bureau  
Escambia County  
221 Palafox Place  
Pensacola, Florida 32502

**DECLARATION OF RESTRICTIVE COVENANT**

THIS DECLARATION OF RESTRICTIVE COVENANT (hereinafter "Declaration") is made by Escambia County, a political subdivision of the State of Florida, (hereinafter "GRANTOR") and the Florida Department of Environmental Protection (hereinafter "FDEP").

**RECITALS**

- A. GRANTOR is the owner of that certain real property situated in the County of Escambia, State of Florida, more particularly described in Exhibit "A", attached hereto and made a part hereof (hereinafter the "Restricted Property").
- B. The FDEP Facility Identification Number for the Restricted Property is COM\_320053; Brownfield Site ID No. BF171102001. The facility name at the time of this Declaration is Mahogany Mill Boat Ramp Site. This Declaration addresses the contaminated soil area that was identified in April 2013 as part of ongoing construction activities for the boat ramp. The current Site use is a public boat ramp facility. Soil sampling activities were initiated and the initial notice of contamination was recorded as 1 July 2013.

- C. The 1 July 2013 soil contamination, which was reportedly related to historic lumber operations on the Restricted Property, is documented in the following reports that are incorporated by reference:
1. *Site Assessment Report/Remedial Action Plan* dated 31 October 2013, prepared by Geosyntec Consultants;
  2. *Remedial Action Plan Approval Order* dated 8 November 2013, prepared by the FDEP
  3. *Construction Completion Report and Maintenance Plan* dated 30 December 2013, prepared by Geosyntec Consultants; and
  4. *Review of Construction Completion Report and Maintenance Plan* (stating the document serves as the Site Rehabilitation Completion Report and Engineering Control Maintenance Plan) dated 27 February 2014, prepared by the FDEP.
- D. The reports noted in Recital C set forth the nature and extent of the contamination described in Recital C that is located on the Restricted Property. These reports confirm that contaminated soil, as defined by Chapter 62-780, Florida Administrative Code (F.A.C.), exists on the Restricted Property, and this declaration imposes restrictions on the Property based on this finding. Additionally, the reports noted in Recital C set forth the nature and extent of the contamination described in Recital C that was found on the Restricted Property above FDEP soil cleanup target levels (SCTLs). Notably, the area of existing contaminated soil at the Restricted Property which is above FDEP direct exposure and leachability SCTLs is shown on Exhibit "B" and labeled as "Restricted Property." This declaration imposes additional restrictions on the area of soil contamination above SCTLs at the Restricted Property.
- E. It is the intent that the restrictions in this Declaration reduce or eliminate the risk of exposure of users or occupants of the Restricted Property and the environment to the contaminants and to reduce or eliminate the threat of migration of these contaminants.
- F. The FDEP has agreed to issue a Site Rehabilitation Completion Order with Conditions (hereinafter "Order") upon recordation of this Declaration. The FDEP can unilaterally revoke the Order if the conditions of this Declaration or of the Order are not met. Additionally, if concentrations of total recoverable petroleum hydrocarbons (TRPH), pentachlorophenol (PCP), and/or polycyclic aromatic hydrocarbons (PAHs) (collectively the chemicals of concern [COCs] for the Restricted Property) in soil are found to increase above the levels approved in the Order, or if a subsequent discharge occurs at the Restricted Property, the FDEP may require site rehabilitation to reduce concentrations of COC contamination to the levels allowed by the applicable FDEP rules. The Order relating to FDEP Facility No. COM\_320053 can be found by contacting the Northwest FDEP district office.

- G. GRANTOR deems it desirable and in the best interest of all present and future owners of the Restricted Property that an Order be obtained and that the Restricted Property be held subject to certain restrictions and engineering controls, all of which are more particularly hereinafter set forth.

NOW, THEREFORE, to induce the FDEP to issue the Order and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the undersigned parties, GRANTOR agrees as follows:

1. The foregoing recitals are true and correct and are incorporated herein by reference.
2. GRANTOR hereby imposes on the Restricted Property the following restrictions and requirements:
  - a. There shall be no use of the groundwater under the Restricted Property. There shall be no drilling for water conducted on the Restricted Property nor shall any wells be installed on the Restricted Property other than monitoring wells pre-approved in writing by FDEP's Northwest District (NWD), in addition to any authorizations required by the Division of Water Resource Management and the Water Management Districts. Additionally, there shall be no stormwater swales, stormwater detention or retention facilities, or ditches on the Restricted Property. For any dewatering activities on the property, a plan approved by FDEP's NWD must be in place to address and ensure the appropriate handling, treatment, and disposal of any extracted groundwater that may be contaminated.
  - b.i. The area of soil contamination as located on the Restricted Property shall be permanently covered and maintained with an impermeable material that prevents human exposure and prevents water infiltration (hereinafter referred to as "the Engineering Control"). The Engineering Control shall be described as "Restricted Property" in Exhibit "B". An Engineering Control Maintenance Plan (ECMP) (submitted as the *Construction Completion Report and Maintenance Plan*) relating to the FDEP Facility No. COM\_320053; Brownfield Site ID No. BF171102001 dated 30 December 2013, prepared by Geosyntec Consultants, has been approved by the FDEP. The ECMP specifies the frequency of inspections and monitoring for the Engineering Control and the criteria for determining when the Engineering Control has failed. The Engineering Control shall be maintained in accordance with the ECMP as it may be amended upon the prior written consent of the FDEP.
  - b.ii. Excavation and construction below the impermeable cap is not prohibited on the Restricted Property provided any contaminated soils that are excavated are removed and properly disposed of pursuant to Chapter 62-780, F.A.C., and any other applicable local, state, and federal requirements and the impermeable cap is replaced, if needed, and certified by a professional engineer. Nothing herein shall limit any other legal requirements regarding construction methods and precautions that must be taken to minimize risk of exposure while conducting work in contaminated areas. For any dewatering activities, a plan pre-approved by the



FDEP's Division of Waste Management must be in place to address and ensure the appropriate handling, treatment, and disposal of any extracted groundwater that may be contaminated. Nothing in this Declaration shall prevent, limit or restrict any excavation or construction at or below the surface outside the boundary of the Restricted Property.

3. In the remaining paragraphs, all references to "GRANTOR" and "FDEP" shall also mean and refer to their respective successors and assigns.
4. For the purpose of monitoring the restrictions contained herein, FDEP is hereby granted a right of entry upon and access to the Restricted Property at reasonable times and with reasonable notice to the GRANTOR. Access to the Restricted Property is granted by an adjacent public right of way.
5. It is the intention of GRANTOR that this Declaration shall touch and concern the Restricted Property, run with the land and with the title to the Restricted Property, and shall apply to and be binding upon and inure to the benefit of GRANTOR and FDEP, and to any and all parties hereafter having any right, title or interest in the Restricted Property or any part thereof. The FDEP may enforce the terms and conditions of this Declaration by injunctive relief and other appropriate available legal remedies. Any forbearance on behalf of the FDEP to exercise its right in the event of the failure of the GRANTOR to comply with the provisions of this Declaration shall not be deemed or construed to be a waiver of the FDEP's rights hereunder. This Declaration shall continue in perpetuity, unless otherwise modified in writing by GRANTOR and the FDEP as provided in paragraph 7 hereof. These restrictions may also be enforced in a court of competent jurisdiction by any other person, firm, corporation, or governmental agency that is substantially benefited by these restrictions. If the GRANTOR does not or will not be able to comply with any or all of the provisions of this Declaration, the GRANTOR shall notify FDEP in writing within three (3) calendar days. Additionally, GRANTOR shall notify FDEP thirty (30) days prior to any conveyance or sale, granting or transferring the Restricted Property or portion thereof, to any heirs, successors, assigns or grantees, including, without limitation, the conveyance of any security interest in said Restricted Property.
6. In order to ensure the perpetual nature of this Declaration, GRANTOR shall reference these restrictions in any subsequent lease or deed of conveyance, including the recording book and page of record of this Declaration. Furthermore, prior to the entry into a landlord-tenant relationship with respect to the Restricted Property, GRANTOR agrees to notify in writing all proposed tenants of the Restricted Property of the existence and contents of this Declaration of Restrictive Covenant.
7. This Declaration is binding until a release of covenant is executed by the FDEP Secretary (or designee) and is recorded in the public records of the county in which the land is located. To receive prior approval from the FDEP to remove any requirement herein, cleanup target levels established pursuant to Florida Statutes and FDEP rules must have been achieved. This Declaration may be modified in writing

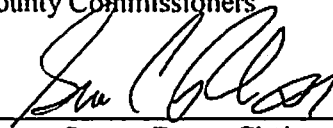


only. Any subsequent amendment must be executed by both GRANTOR and the FDEP and be recorded by the real property owner as an amendment hereto.

8. If any provision of this Declaration is held to be invalid by any court of competent jurisdiction, the invalidity of that provision shall not affect the validity of any other provisions of the Declaration. All such other provisions shall continue unimpaired in full force and effect.
9. GRANTOR covenants and represents that on the date of execution of this Declaration that GRANTOR is seized of the Property in fee simple and has good right to create, establish, and impose this restrictive covenant on the use of the Property. GRANTOR also covenants and warrants that the Property is free and clear of any and all liens, mortgages, or encumbrances that could impair GRANTOR'S rights to impose the restrictive covenant described in this Declaration.

IN WITNESS WHEREOF, Escambia County, a political subdivision of the State of Florida, has executed this instrument, this 17<sup>th</sup> day of November, 20 15.

ESCAMBIA COUNTY, FLORIDA, by  
and through its duly authorized Board of  
County Commissioners



~~Steven Barry, Chairman~~

Grover C. Robinson, IV, Chairman

ATTEST: Pam Childers  
Clerk of the Circuit Court



Deputy Clerk



BCC Approved 11-17-2015

FLORIDA DEPARTMENT OF  
ENVIRONMENTAL PROTECTION

By:

Approved as to form by:

*[Signature]*

Toni Sturtevant, Asst. General Counsel  
Florida Department of  
Environmental Protection  
Office of General Counsel

*[Signature]*  
EMILE D. HAMILTON,  
Director of District Management

Dept. of Environmental Protection  
Northwest District  
160 W. Government Street, Suite 308  
Pensacola, Florida 32502-5794

Signed, sealed, and delivered in  
in the presence of:

*[Signature]*  
Witness Signature

*Ashley N. Livingston*  
Printed Name

*11/24/2015*  
Date

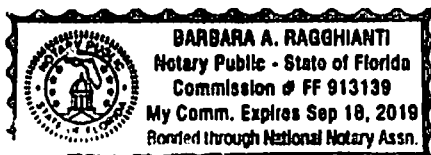
*[Signature]*  
Witness Signature

*Jessica Lee Smith*  
Printed Name

*11-24-15*  
Date

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 24<sup>th</sup> day of November  
2015, by EMILE D. HAMILTON, who is personally known to me.



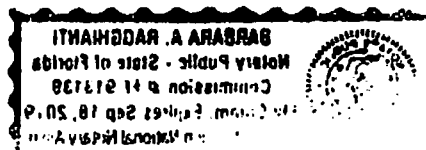
*[Signature]*  
Notary Public, State of Florida at Large

**EXHIBIT "A"**

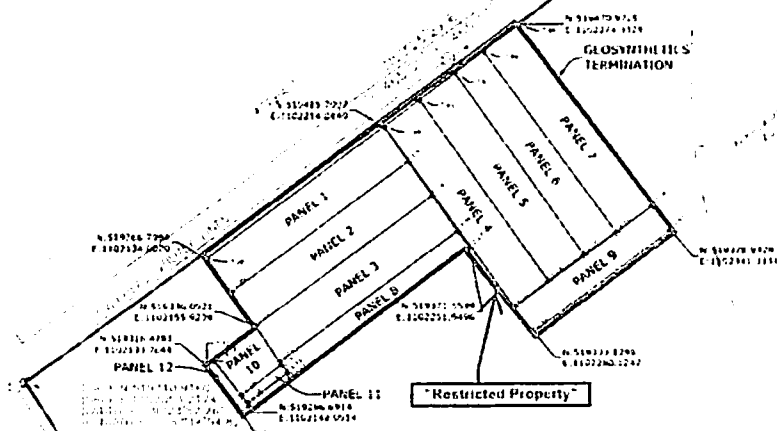
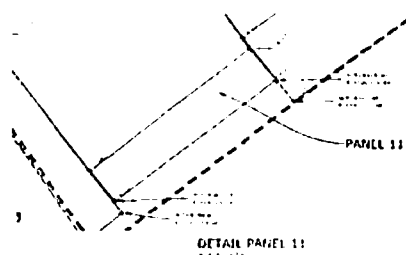
Commence at the Northerly corner of William Fisher's Subdivision of 96 acres according to the map of said subdivision recorded in Deed Book 11 at page 349 of the public records of Escambia County, Florida; thence go North 36 degrees 01 minutes 40 seconds East a distance of 40.00 feet to a point on the intersection of the Northeasterly R/W line of Lakewood Road (40' R/W) and the Southeasterly R/W line of Weis lane (20' R/W); thence go South 54 degrees 00 minutes 58 seconds East along the aforesaid Northeasterly R/W line of Lakewood Road a distance of 1406.58 feet to a point on the Northwesterly R/W line of Barracass Avenue (S.R. #S-292, R/W varies in width); thence go North 69 degrees 06 minutes 00 seconds East along the aforesaid Northwesterly R/W line of Barracass Avenue a distance of 310.00 feet; thence go North 20 degrees 54 minutes 00 seconds West a distance of 2741.88 feet to a point of curvature; thence go along a curve to the right having a radius of 425.92 feet an arc distance of 172.89 feet (CH = 171.71 feet, CH BRG = N 09°16'17" W) to the point of tangency; thence go North 02 degrees 21 minutes 27 seconds East a distance of 36.93 feet to a point of curvature; thence go along a curve to the left having a radius of 338.98 feet an arc distance of 271.57 feet (CH = 208.15 feet, CH BRG = N 15°31'20" W) to a point of compound curvature; thence go along a curve to the left having a radius of 3008.27 feet an arc distance of 131.11 feet (CH = 131.10 feet, CH BRG = N 34°39'03" W) to the point of tangency; thence go North 35 degrees 53 minutes 58 seconds West a distance of 61.98 feet to the P.O.B.; thence continue North 35 degrees 53 minutes 58 seconds West a distance of 250.52 feet; thence go North 50 degrees 25 minutes 29 seconds East a distance of 465.00 feet to a point hereinafter referred to as Point "F"; thence continue North 50 degrees 25 minutes 29 seconds East a distance of 30.60 feet more or less to the mean high water line of Bayou Chico; thence meander Southerly, Southeasterly, Southwesterly, and Southeasterly along the aforesaid mean high water line to a point of intersection with a line passed through the P.O.B. and having a bearing of North 50 degrees 25 minutes 29 seconds East; thence go South 50 degrees 25 minutes 29 seconds West a distance of 9 feet more or less to a point hereinafter referred to as Point "D"; said point lying South 49 degrees 18 minutes 44 seconds East a distance of 253.92 feet from the aforesaid Point "F"; thence continue South 50 degrees 25 minutes 29 seconds West a distance of 525.46 feet to the P.O.B. The above described parcel of land is situated in Section 59, Township 2 South, Range 30 West, Escambia County, Florida, known as Pedro Palao Grant.

**TOGETHER WITH** a non-exclusive access easement over and across the following described property:

Commences at the Northerly corner of William Fisher's Subdivision of 96 acres according to the map of said subdivision recorded in Deed Book 11 at page 349 of the public records of Escambia County, Florida; thence go North 36 degrees 01 minutes 40 seconds East a distance of 40.00 feet to a point on the intersection of the Northeastly R/W line of Lakewood Road (40' R/W) and the Southeastly R/W line of Weis Lane (20' R/W); thence go South 54 degrees 00' 38" East along the aforesaid Northeastly R/W line of Lakewood Road a distance of 1406.35 feet to a point on the Northwestly R/W line of Barrancas Avenue (S.R. 35-292, R/W varies in width); thence go North 69 degrees 06' 00" East along the aforesaid Northwestly R/W line of Barrancas Avenue a distance of 2520.00 feet to the P.O.B. of a 60 feet wide access easement; thence continue North 69 degrees 06' 00" East along the aforesaid Northwestly R/W line of Barrancas Avenue a distance of 6000 feet; thence go North 20 degrees 54' 00" West a distance of 241.88 feet to a Point of Curvature; thence go along a curve to the right having a radius of 425.92 feet an arc distance of 1728.9 feet, (CH = 171.71 feet, CH BRG = N09 degrees 16' 17" W) to the point of tangency; thence go North 02 degrees 21' 27" East a distance of 36.93 feet to a point of curvature; thence go along a curve to the left having a radius of 338.95 feet an arc distance of 211.57 feet (CH = 208.15 feet, CH BRG = N 0°31'20" W) to a point of compound curvature; thence go along a curve to the left having a radius of 3003.27 feet an arc distance of 131.11 feet (CH = 131.10', CH BRG = N 34°39'03" W) to the point of tangency; thence go North 35 degrees 53' 58" seconds West, a distance of 450.00 feet to a point of curvature; thence go along a curve to the left having a radius of 50.00 feet an arc distance of 211.34 feet (CH = 85.63 feet, CH BRG = S 23°00'34" W) to a point of reverse curvature; thence go along a curve to the right having a radius of 25.00 feet and arc distance of 27.13 feet (CH = 25.82 feet, CH BRG = S 66°59'26" E) to the point of tangency; thence go South 35 degrees 53' 58" East a distance of 383.67 feet to a point of curvature; thence go along a curve to the right having a radius of 2948.27 feet an arc distance of 128.50 feet (CH = 128.49 feet, CH BRG = S 34°39'03" E) to a point of compound curvature; thence go along a curve to the right having a radius of 278.91 feet an arc distance of 174.12 feet (CH = 171.31 feet, CH BRG = S 15°31'20" E) to the point of tangency; thence go South 02 degrees 21' 27" West a distance of 36.93 feet to a point of curvature; thence go along a curve to the left having a radius of 485.92 feet an arc distance of 197.24 feet (CH = 195.89', CH BRG = S 09°16'17" E) to the point of tangency; thence go South 20 degrees 54' 00" East a distance of 241.88 feet to the P.O.B.. The above described 60 feet wide access easement is situated in Section 59, Township 2 South, Range 30 West, Escambia County, known as Pedro Palzo Grant.



**Figure originally drawn to scale shown at bottom of survey. For the purposes of the Restrictive Covenant Package, this figure must be presented as 8.5" x 11" and therefore, is not shown to scale.**



### GENERAL NOTES

1. 1989-1991, A RECENT PERIOD, IS SELECTED FOR PERFORMING COUNTRY MANAGEMENT PLANS. FOR THE YEAR 1989, NATIONAL DATA SET THAT ESTABLISHED ECONOMIC DATA HAS BEEN LOCATED AND GENERATED THE ECONOMIC CONSULTANTS' CONSTRUCTION PLANS, ECONOMIC PLANS, AND DATA SETS.
2. THE POLICY STATEMENT HAS BEEN COMPLETED ON THE BASIS OF THE DATA SET AND OCCURRED IN THE YEAR 1989, PAGE 1.
3. 1992-1994, THE "ECONOMIC PLANS" SECTION IS SELECTED AND A POLICY STATEMENT OF THE YEAR 1992, PLANNING, IS LOCATED AND GENERATED BY ECONOMIC CONSULTANTS FOR THE YEAR 1992, WHICH IS THE SAME POLICY STATEMENT AS THE POLICY STATEMENT.
4. 1995-1997, AND RELATED TO THE YEAR 1995, ON A POLICY STATEMENT OF THE YEAR 1995, PLANNING, IS LOCATED AND GENERATED BY ECONOMIC CONSULTANTS, ECONOMIC PLANS, AND DATA SETS.
5. 1998-2000, ON THE BASIS OF THE DATA SET, THE POLICY STATEMENT OF THE YEAR 1998, PLANNING, IS LOCATED AND GENERATED BY ECONOMIC CONSULTANTS, ECONOMIC PLANS, AND DATA SETS.

NO.	DATE	REVISIONS
1	4/27/14	DETAIL OF PANEL 1:

**SUMMARY OF CERTIFICATE:**  
 1) **IDENTITY** THE ABOVE SHOWN CAPABLE TO BE CONTACTED, HAD COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR SUBVERTING PER CHAPTER 31-17.050 31-17.051 AND 31-17.053 FLORIDA ADMINISTRATIVE CODE, SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPING HUSBAND 1. TO SECTION 672.02 FLORIDA STATUTES SUBJECT TO NOTES AND MUTATIONS AND MODIFICATION

PAGE 1 PAGE, P.P.S.M. [RE]  
PROFESSIONAL FLORIDA SURVEYOR, LICENSE NO. 2122, P.P. 18 IN THE 6070  
[UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A  
FLORIDA LICENSED SURVEYOR AND HASHER WITH EXPIRATION DATE] THAT CAN  
BE USED FOR INFORMATION PURPOSES ONLY AND IS NOT VALID

**FABRE ENGINEERING INC.**  
ENGINEERS ♦ PLANNERS ♦ SURVEYORS

119 GREGORY SQUARE, PITTSBURGH, PA. 15262 PH. 482-4330-4242  
21250 PROGRESSIVE AVE. DRIVE, SUITE 200, ROYAL ESTATE, AL. 35150 PH. 251-944-1037  
P.O. BOX 518, COLUMBIA, LA. 70502-0518 ALICE CAMPBELL, 261-6292

**PANELS**  
COVER SUBGRADE, GEOMEMBRANE  
A.P.O. SEC. 59 T25 R32W  
ESCAMBIA COUNTY, FLORIDA

MANDAGANY MILLS  
BOAT RAMP  
FOR  
GROSSVETEC

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GRAPHIC SCALE IN FEET





## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

**AI-9635**

**County Administrator's Report 13. 4.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 01/21/2016

**Issue:** Residential Rehab Grant Program Funding and Lien Agreements

**From:** Tonya Gant, Director

**Organization:** Neighborhood & Human Svcs

**CAO Approval:**

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### **RECOMMENDATION:**

Recommendation Concerning Residential Rehab Grant Program Funding and Lien Agreements  
- Tonya Gant, Neighborhood & Human Services Department Director

That the Board ratify the following January 21, 2016, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA) concerning the Residential Rehab Grant Program Funding and Lien Agreements:

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

- 1 . The Agreements between Escambia County CRA and John K. Little and Mei Hung Chu, owners of residential property located at 205 Aster Street, Barrancas Redevelopment District, each in the amount of \$3,866, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 370116, Object Code 58301, for installation of new windows;
2. The Agreements between Escambia County CRA and Mary L. Broughton, owner of residential property located at 839 Lucerne Avenue, Palafox Redevelopment District, each in the amount of \$4,210, representing an in-kind match through the Palafox Tax Increment Financing (TIF), Fund 151, Cost Center 370115, Object Code 58301, to install a new roof;
3. The Agreements between Escambia County CRA and Paul C. & Sabine M. Barrett, owner of residential property located at 203 Edgewater Drive, Warrington Redevelopment District, each in the amount of \$4,345, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114 , Object Code 58301, to install new windows;
4. The Agreements between Escambia County CRA and Frances J. Walsh, owner of

residential property located at 110 Jardine Road A & B, Warrington Redevelopment District, each in the amount of \$5,732, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, Object Code 58301, for electrical rewiring and installation of a central heating and air conditioning system;

5. The Agreements between Escambia County CRA and Tonja L. Holland, owner of residential property located at 923 Fremont Avenue, Palafox Redevelopment District, each in the amount of \$1,050, representing an in-kind match through the Palafox Tax Increment Financing (TIF), Fund, Cost Center 370115, Object Code 58301, install a new roof; and

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

**BACKGROUND:**

The intent of the matching Grant program is to promote private investment which will upgrade the appearance, property values, and economic activity for commercial and residential properties within the designated CRA areas. A rendering of each project is attached.

**BUDGETARY IMPACT:**

Funding for the Grants will be provided as follows:

1. John K. Little and Mei Hung Chu, Barrancas TIF, Cost Center 370116, in the amount of \$3,866
2. Mary L. Broughton, Palafox TIF, Cost Center 370115, in the amount of \$4,210
3. Paul C. and Sabine M. Barrett, Warrington TIF, Cost Center 370114, in the amount of \$4,345
4. Frances J. Walsh, Warrington TIF, Cost Center 370114, in the amount of \$5,732
5. Tonja L. Holland, Palafox TIF, Cost Center 370115, in the amount of \$1,050

**LEGAL CONSIDERATIONS/SIGN-OFF:**

The Funding and Lien Agreements were reviewed and approved as to form and legal sufficiency by the County Attorney's Office.

**PERSONNEL:**

Neighborhood & Human Services/Community Redevelopment Agency (NHS/CRA) staff will handle this Grant award.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

Board approval is required for disbursement of funds to all private individuals or outside agencies.

**IMPLEMENTATION/COORDINATION:**



NHS/CRA staff, in coordination with the property owner, handles all implementation tasks. NHS/CRA staff will monitor the work in progress and will be responsible for compiling the necessary documentation prior to the Grant award.

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### **Attachments**

[Agreements\\_Little-Chu\\_Jan2016](#)

[Agreements\\_Broughton\\_Jan2016](#)

[Agreements\\_Barretts\\_Jan2016](#)

[Agreements\\_Walsh\\_Jan2016](#)

[Agreements\\_Holland\\_2016](#)

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**ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY  
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT**

THIS FUNDING AGREEMENT is made and entered into this 21<sup>st</sup> day of January 2016, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and John K. Little and Mei Hung Chu, (the "Recipient(s)"), owner of residential property located at 205 Aster Street, Pensacola, Florida, 32507.

**WITNESSETH:**

**WHEREAS**, the CRA has established the **Residential Rehab Grant Program** (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

**WHEREAS**, the Recipient have applied for a grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

**WHEREAS**, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

**NOW, THEREFORE**, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. Recitals: The above recitals are incorporated into this Agreement.
2. Residential Rehab Grant Program: The CRA awards to the Recipient a matching Grant in the maximum amount of \$3,866, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.
3. In-Kind Match: The Recipient shall provide matching funds in the total amount of \$3,866, which shall be comprised of a cash contribution of \$3,866.
4. Project: The Project funded by the grant is defined in **EXHIBIT I**. The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.
5. Term: The work to be performed for the Project shall commence after the 21<sup>st</sup> day of January 2016, and the Project shall be complete on or before the 21<sup>st</sup> day of April 2016, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.
6. Applicable Laws: The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

7. Indemnification: The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.
8. Termination: The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use it deems fit, any improvements or materials remaining on the Project site.
9. Notice of Termination: Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.
10. Subsequent to Termination: The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of grant funds disbursed under this Agreement.
11. Property Owner(s) as Independent Contractor: The parties agree that the Recipient is an independent contractor and is not employee or agent of the CRA.
12. Inspector: The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.
13. Payment Process: At Project completion, the CRA will reimburse the Recipient for pre-approved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse Grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse Grant funds until the Recipient submits vendor invoices, copy of signed permit, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project and the CRA shall not be obligated to disburse Grant funds to persons not previously designated by the Recipient.

14. Maintenance of Records: The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

15. Audit: The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

16. Amendments: Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

17. Notice: Any notices to the County shall be mailed to:

County:

Sherry Duffey, Development Program Manager  
Neighborhood & Human Services Department  
Community Redevelopment Agency  
221 Palafox Place, Ste 305  
Pensacola, Florida 32502

Recipient(s):

John K. Little and Mei Hung Chu  
9481 Cove Avenue  
Pensacola, FL 32534

All notices shall be sent by certified mail, return receipt requested.

18. No Discrimination: The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. Entire Agreement: This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. No Waiver: This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.



23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

For: **Board of County Commissioners of Escambia County**

By: \_\_\_\_\_  
**Grover C. Robinson, IV, Chairman**

Approved as to form and legal sufficiency.

By/Title: Adrian AIA  
Date: 12/3/15

ATTEST: **PAM CHILDERS**  
**Clerk of the Circuit Court**

Date Executed: \_\_\_\_\_

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

BCC Approved: \_\_\_\_\_

(SEAL)

For Recipient(s):

John K. Little  
**John K. Little, Property Owner**  
Mei Hung Chu  
**Mei Hung Chu, Property Owner**

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 4<sup>th</sup> day of December, 2015 by John K. Little, Property Owner. He ( ) is personally known to me or ( ☒ ) has produced FL Drivers Lic as identification.

The foregoing instrument was acknowledged before me this 4<sup>th</sup> day of December, 2015 by Mei Hung Chu, Property Owner. She ( ) is personally known to me or ( ☒ ) has produced FL Drivers Lic as identification.

(Notary Seal)



Signature of Notary Public

Printed Name of Notary Public

## **EXHIBIT I**

### **RESIDENTIAL REHAB GRANT PROJECT**

Property Owner(s): **John K. Little and Mei Hung Chu**  
Property Address: **205 Aster Street, Pensacola, Florida, 32507**

The "Project" includes the following improvement to the above referenced property:

**Install New Storm Windows.**

**Escambia County Community Redevelopment Agency**  
**Residential Rehab Grant Program**  
Administered By: Escambia County Community & Environment Department  
Community Redevelopment Agency

**Lien Agreement**

Applicant Name(s)	Address of Property	Property Reference No.
<b><u>John K. Little and Mei Hung Chu</u></b>	<b><u>205 Aster Street</u></b> <b><u>Pensacola, FL 32507</u></b>	<b><u>50-2S-30-5012-014-027</u></b>

<b>Total Amount of Lien</b>	<b><u>\$3,866</u></b>
-----------------------------	-----------------------

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program**, and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.



For Recipient(s):

John K. Little  
John K. Little, Property Owner

Mei Hung Chu  
Mei Hung Chu, Property Owner

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 4<sup>th</sup> day of December, 2015 by John K. Little, Property Owner. He ( ) is personally known to me or ( ) has produced FL Drivers Lic as identification.

The foregoing instrument was acknowledged before me this 4<sup>th</sup> day of December, 2015 by Mei Hung Chu, Property Owner. She ( ) is personally known to me or ( ) has produced FL Drivers Lic as identification.

[Signature]  
Signature of Notary Public

MAXWELL ROGERS  
Printed Name of Notary Public



For: **Board of County Commissioners of Escambia County**

By: Grover C. Robinson, IV, Chairman

ATTEST: **PAM CHILDERS**  
Clerk of the Circuit Court

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

Date Executed: \_\_\_\_\_

BCC Approved: \_\_\_\_\_

This instrument prepared by:  
Sherry Duffey, Development Program Manager  
Neighborhood and Human Services Department  
Community Redevelopment Agency  
221 Palafox Place, Pensacola, FL 32502

Approved as to form and legal sufficiency.

By/Title: [Signature]  
Date: 12/3/15



**Install New Storm Windows**

**205 Aster Street-John K. Little and Mei Hung Chu**

**ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY  
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT**

THIS FUNDING AGREEMENT is made and entered into this 21<sup>th</sup> day of January 2016, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and Mary L. Broughton, (the "Recipient"), owner of residential property located at 839 Lucerne Avenue, Pensacola, Florida, 32505.

**WITNESSETH:**

**WHEREAS**, the CRA has established the **Residential Rehab Grant Program** (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

**WHEREAS**, the Recipient have applied for a grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

**WHEREAS**, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

**NOW, THEREFORE**, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. **Recitals:** The above recitals are incorporated into this Agreement.
2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a matching Grant in the maximum amount of \$4,210, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.
3. **In-Kind Match:** The Recipient shall provide matching funds in the total amount of \$4,210, which shall be comprised of a cash contribution of \$4,210.
4. **Project:** The Project funded by the grant is defined in **EXHIBIT I**. The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.
5. **Term:** The work to be performed for the Project shall commence after the 21<sup>st</sup> day of January 2016, and the Project shall be complete on or before the 21<sup>st</sup> day of April 2016, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.
6. **Applicable Laws:** The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

7. Indemnification: The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.

8. Termination: The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use it deems fit, any improvements or materials remaining on the Project site.

9. Notice of Termination: Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.

10. Subsequent to Termination: The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of grant funds disbursed under this Agreement.

11. Property Owner(s) as Independent Contractor: The parties agree that the Recipient is an independent contractor and is not employee or agent of the CRA.

12. Inspector: The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.

13. Payment Process: At Project completion, the CRA will reimburse the Recipient for pre-approved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse Grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse Grant funds until the Recipient submits vendor invoices, copy of signed permit, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project and the CRA shall not be obligated to disburse Grant funds to persons not previously designated by the Recipient.

14. Maintenance of Records: The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

15. Audit: The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

16. Amendments: Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

17. Notice: Any notices to the County shall be mailed to:

County:

Zakkiyyah Osuigwe, Development Program Manager  
Neighborhood & Human Services Department  
Community Redevelopment Agency  
221 Palafox Place  
Pensacola, Florida 32502

Recipient(s):

Mary L. Broughton  
839 Lucerne Avenue  
Pensacola, FL 32505

All notices shall be sent by certified mail, return receipt requested.

18. No Discrimination: The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. Entire Agreement: This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. No Waiver: This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.



23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

Approved as to form and legal sufficiency.

By/Title: [Signature]  
Date: 12/3/15

For: **Board of County Commissioners of Escambia County**

By: \_\_\_\_\_  
**Grover C. Robinson, IV, Chairman**

ATTEST: **PAM CHILDERS**  
**Clerk of the Circuit Court**

Date Executed: \_\_\_\_\_

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

BCC Approved: \_\_\_\_\_

(SEAL)

For Recipient:

[Signature]  
**Mary L. Broughton, Property Owner**

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of December, 2015 by Mary L. Broughton Property Owner. She ☐ is personally known to me or ☒ has produced FDL B623-559-1 as identification.



(Notary Seal)

**ZAKKIYAH Q. OSUIGWE**  
MY COMMISSION # FF 054108  
EXPIRES: September 15, 2017  
Bonded Thru Budget Notary Services

[Signature]  
Signature of Notary Public  
**Zakkiyah Osuigwe**  
Printed Name of Notary Public

## **EXHIBIT I**

### **RESIDENTIAL REHAB GRANT PROJECT**

Property Owner(s): **Mary L. Broughton**

Property Address: **839 Lucerne Avenue, Pensacola, Florida, 32505**

The "Project" includes the following improvement to the above referenced property:

**Replace roof.**



**Escambia County Community Redevelopment Agency**  
**Residential Rehab Grant Program**  
Administered By: Escambia County Community & Environment Department  
Community Redevelopment Agency

**Lien Agreement**

Applicant Name(s)  
**Mary L. Broughton**

Address of Property  
**839 Lucerne Avenue**  
**Pensacola, FL 32505**

Property Reference No.  
**46-1S-30-1100-002-008**

**Total Amount of Lien**

**\$4,210**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell, lease, or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program**, and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties, the property is leased to a tenant without the approval of the CRA, or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

For Recipient:

Mary Broughton  
Mary L. Broughton, Property Owner

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of December, 2015 by Mary L. Broughton, Property Owner. She (☐) is personally known to me or (☒) has produced FLDL B623 ...5594 as identification.

(Notary Seal)



ZAKKIYYAH Q. OSUIGWE  
MY COMMISSION # FF 054108  
EXPIRES: September 15, 2017  
Bonded Thru Budget Notary Services

Zakkiyyah Osuigwe  
Signature of Notary Public  
Printed Name of Notary Public

For: **Board of County Commissioners of  
Escambia County**

By: Grover C. Robinson, IV, Chairman

ATTEST: **PAM CHILDERS**  
Clerk of the Circuit Court

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

Date Executed: \_\_\_\_\_

BCC Approved: \_\_\_\_\_

This instrument prepared by:  
Zakkiyyah Osuigwe, Development Program Manager  
Neighborhood and Human Services Department  
Community Redevelopment Agency  
221 Palafox Place, Pensacola, FL 32502

Approved as to form and legal  
sufficiency

By/Title: [Signature]  
Date: 12/3/15



**Replace Roof**

**839 Lucerne Avenue – Mary L. Broughton**

**ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY  
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT**

THIS FUNDING AGREEMENT is made and entered into this 21<sup>st</sup> day of January 2016, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and Paul C. and Sabine M. Barrett, (the "Recipient(s)"), owner of residential property located at 203 Edgewater Drive, Pensacola, Florida, 32507.

**WITNESSETH:**

**WHEREAS**, the CRA has established the **Residential Rehab Grant Program** (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

**WHEREAS**, the Recipient have applied for a grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

**WHEREAS**, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

**NOW, THEREFORE**, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. **Recitals:** The above recitals are incorporated into this Agreement.
2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a matching Grant in the maximum amount of \$4,345, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.
3. **In-Kind Match:** The Recipient shall provide matching funds in the total amount of \$4,345, which shall be comprised of a cash contribution of \$4,345
4. **Project:** The Project funded by the grant is defined in **EXHIBIT I**. The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.
5. **Term:** The work to be performed for the Project shall commence after the 21<sup>st</sup> day of January 2016, and the Project shall be complete on or before the 21<sup>st</sup> day of April 2016, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.
6. **Applicable Laws:** The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

7. Indemnification: The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.

8. Termination: The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use it deems fit, any improvements or materials remaining on the Project site.

9. Notice of Termination: Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.

10. Subsequent to Termination: The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of grant funds disbursed under this Agreement.

11. Property Owner(s) as Independent Contractor: The parties agree that the Recipient is an independent contractor and is not employee or agent of the CRA.

12. Inspector: The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.

13. Payment Process: At Project completion, the CRA will reimburse the Recipient for pre-approved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse Grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse Grant funds until the Recipient submits vendor invoices, copy of signed permit, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project and the CRA shall not be obligated to disburse Grant funds to persons not previously designated by the Recipient.

14. Maintenance of Records: The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

15. Audit: The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

16. Amendments: Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

17. Notice: Any notices to the County shall be mailed to:

County:

Max Rogers, AICP, Development Program Manager  
Neighborhood & Human Services Department  
Community Redevelopment Agency  
221 Palafox Place  
Pensacola, Florida 32502

Recipient(s):

Paul C. and Sabine M. Barrett  
203 Edgewater Drive  
Pensacola, FL 32507

All notices shall be sent by certified mail, return receipt requested.

18. No Discrimination: The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. Entire Agreement: This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. No Waiver: This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.



23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

For: **Board of County Commissioners of  
Escambia County**

Approved as to form and legal  
sufficiency.

By/Title: [Signature]  
Date: 12/2/15

By: \_\_\_\_\_  
**Grover C. Robinson, IV, Chairman**

ATTEST: **PAM CHILDERS**  
**Clerk of the Circuit Court**

Date Executed: \_\_\_\_\_

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

BCC Approved: \_\_\_\_\_

(SEAL)

For Recipient(s):

[Signature]  
**Paul C. Barrett, Property Owner**  
[Signature]  
**Sabine M. Barrett, Property Owner**

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 8<sup>th</sup> day of December, 2015 by Paul C. Barrett, Property Owner. He ( ) is personally known to me or ( X ) has produced FL Drivers Lic as identification.

The foregoing instrument was acknowledged before me this 8<sup>th</sup> day of December, 2015 by Sabine M. Barrett, Property Owner. She ( ) is personally known to me or ( X ) has produced FL Drivers Lic as identification.

(Notary Seal) **MAXWELL ROGERS**  
Commission # FF 7771  
My Commission Expires  
**December 18, 2017**

[Signature]  
Signature of Notary Public  
MAXWELL ROGERS  
Printed Name of Notary Public



## **EXHIBIT I**

### **RESIDENTIAL REHAB GRANT PROJECT**

**Property Owner(s): Paul C. and Sabine M. Barrett**

**Property Address: 203 Edgewater Drive, Pensacola, Florida, 32507**

The "Project" includes the following improvement to the above referenced property:

**Install new windows.**

**Escambia County Community Redevelopment Agency  
Residential Rehab Grant Program**  
Administered By: Escambia County Community & Environment Department  
Community Redevelopment Agency

**Lien Agreement**

Applicant Name(s)  
**Paul C. and Sabine M. Barrett**

Address of Property  
**203 Edgewater Drive**  
**Pensacola, FL 32507**

Property Reference No.  
**37-2S-30-1000-016-001**

**Total Amount of Lien**

**\$4,345**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program**, and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

For Recipient(s):

Paul Barrett  
Paul C. Barrett, Property Owner

Sabine M. Barrett  
Sabine M. Barrett, Property Owner

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 8th day of December, 2015 by Paul C. Barrett, Property Owner. He (☐) is personally known to me or (☒) has produced FL Drivers Lic as identification.

The foregoing instrument was acknowledged before me this 8th day of December, 2015 by Sabine M. Barrett, Property Owner. She (☐) is personally known to me or (☒) has produced FL Drivers Lic as identification.

[Signature]  
Signature of Notary Public

(Notary Seal)



MAXWELL ROGERS  
Printed Name of Notary Public

For: **Board of County Commissioners of Escambia County**

By: \_\_\_\_\_  
Grover C. Robinson, IV, Chairman

ATTEST: **PAM CHILDERS**  
Clerk of the Circuit Court

Date Executed: \_\_\_\_\_

BCC Approved: \_\_\_\_\_

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

This instrument prepared by:  
Max Rogers, AICP, Development Program Manager  
Neighborhood and Human Services Department  
Community Redevelopment Agency  
221 Palafox Place, Pensacola, FL 32502

Approved as to form and legal sufficiency.

By/Title: [Signature]  
Date: 12/7/15



**Install new windows**

**203 Edgewater Drive – Paul C. and Sabine M. Barrett**

**ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY  
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT**

THIS FUNDING AGREEMENT is made and entered into this 21<sup>st</sup> day of January 2016, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and Frances J. Walsh, (the "Recipient"), owner of residential property located at 110 Jardine Road A&B, Pensacola, Florida, 32507.

**WITNESSETH:**

**WHEREAS**, the CRA has established the **Residential Rehab Grant Program** (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

**WHEREAS**, the Recipient have applied for a grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

**WHEREAS**, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

**NOW, THEREFORE**, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. **Recitals:** The above recitals are incorporated into this Agreement.
2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a matching Grant in the maximum amount of \$5,732, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.
3. **In-Kind Match:** The Recipient shall provide matching funds in the total amount of \$5,732, which shall be comprised of a cash contribution of \$5,732.
4. **Project:** The Project funded by the grant is defined in **EXHIBIT I**. The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.
5. **Term:** The work to be performed for the Project shall commence after the 21<sup>st</sup> day of January 2016, and the Project shall be complete on or before the 21<sup>st</sup> day of April 2016, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.
6. **Applicable Laws:** The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

7. Indemnification: The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.

8. Termination: The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use it deems fit, any improvements or materials remaining on the Project site.

9. Notice of Termination: Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.

10. Subsequent to Termination: The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of grant funds disbursed under this Agreement.

11. Property Owner(s) as Independent Contractor: The parties agree that the Recipient is an independent contractor and is not employee or agent of the CRA.

12. Inspector: The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.

13. Payment Process: At Project completion, the CRA will reimburse the Recipient for pre-approved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse Grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse Grant funds until the Recipient submits vendor invoices, copy of signed permit, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project and the CRA shall not be obligated to disburse Grant funds to persons not previously designated by the Recipient.

14. **Maintenance of Records:** The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

15. **Audit:** The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

16. **Amendments:** Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

17. **Notice:** Any notices to the County shall be mailed to:

**County:**

Max Rogers, AICP, Development Program Manager  
Neighborhood & Human Services Department  
Community Redevelopment Agency  
221 Palafox Place  
Pensacola, Florida 32502

**Recipient:**

Frances J. Walsh  
110 Jardine Road A&B  
Pensacola, FL 32507

All notices shall be sent by certified mail, return receipt requested.

18. **No Discrimination:** The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. **Entire Agreement:** This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. **No Waiver:** This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.



23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

Approved as to form and legal  
sufficiency.

By/Title: [Signature]  
Date: 12/16/15

For: **Board of County Commissioners of  
Escambia County**

By: \_\_\_\_\_  
**Grover C. Robinson, IV, Chairman**

ATTEST: **PAM CHILDERS**  
**Clerk of the Circuit Court**

Date Executed: \_\_\_\_\_

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

BCC Approved: \_\_\_\_\_

(SEAL)

For Recipient: [Signature]  
**Frances J. Walsh, Property Owner**

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of December, 2015 by Frances J. Walsh, Property Owner. She ( ) is personally known to me or ( X ) has produced FL Drivers Lic as identification.

(Notary Seal)



[Signature]  
Signature of Notary Public  
MAXWELL ROGERS  
Printed Name of Notary Public

## **EXHIBIT I**

### **RESIDENTIAL REHAB GRANT PROJECT**

**Property Owner: Frances J. Walsh**

**Property Address: 110 Jardine Road A&B, Pensacola, Florida, 32507**

The "Project" includes the following improvement to the above referenced property:

**Electrical rewiring and install central heating and air conditioning system.**

**Escambia County Community Redevelopment Agency**  
**Residential Rehab Grant Program**  
Administered By: Escambia County Community & Environment Department  
Community Redevelopment Agency

**Lien Agreement**

Applicant Name  
**Frances J. Walsh**

Address of Property  
**110 Jardine Road A&B**  
**Pensacola, FL 32507**

Property Reference No.  
**50-2S-30-6093-000-005**

**Total Amount of Lien**

**\$5,732**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program**, and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

For Recipient:

Frances J. Walsh, Property Owner

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of December, 2015 by Frances J. Walsh, Property Owner. She (☐) is personally known to me or (☒) has produced FL Drivers Lic as identification.

Signature of Notary Public

(Notary Seal)

MAXWELL ROGERS  
Printed Name of Notary Public



For: **Board of County Commissioners of Escambia County**

By: Grover C. Robinson, IV, Chairman

ATTEST: **PAM CHILDERS**  
Clerk of the Circuit Court

Date Executed: \_\_\_\_\_

BCC Approved: \_\_\_\_\_

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

Approved as to form and legal sufficiency.

By/Title: Kellalaka  
Date: 12/16/15

This instrument prepared by:  
Max Rogers, AICP, Development Program Manager  
Neighborhood and Human Services Department  
Community Redevelopment Agency  
221 Palafox Place, Pensacola, FL 32502





**Electrical rewiring & Install central heating and air  
conditioning system**

**110 Jardine Road A&B – Frances J. Walsh**

**ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY  
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT**

THIS FUNDING AGREEMENT is made and entered into this 21<sup>th</sup> day of January 2016, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and Tonja L. Holland, (the "Recipient"), owner of residential property located at 923 Fremont Avenue, Pensacola, Florida, 32505.

**WITNESSETH:**

**WHEREAS**, the CRA has established the **Residential Rehab Grant Program** (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

**WHEREAS**, the Recipient have applied for a grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

**WHEREAS**, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

**NOW, THEREFORE**, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. **Recitals:** The above recitals are incorporated into this Agreement.
2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a matching Grant in the maximum amount of **\$1,050**, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.
3. **In-Kind Match:** The Recipient shall provide matching funds in the total amount of **\$1,050**, which shall be comprised of a cash contribution of **\$1,050**.
4. **Project:** The Project funded by the grant is defined in **EXHIBIT I**. The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.
5. **Term:** The work to be performed for the Project shall commence after the **21<sup>st</sup>** day of **January 2016**, and the Project shall be complete on or before the **21<sup>st</sup>** day of **April 2016**, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.
6. **Applicable Laws:** The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

7. Indemnification: The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.

8. Termination: The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use it deems fit, any improvements or materials remaining on the Project site.

9. Notice of Termination: Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.

10. Subsequent to Termination: The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of grant funds disbursed under this Agreement.

11. Property Owner(s) as Independent Contractor: The parties agree that the Recipient is an independent contractor and is not employee or agent of the CRA.

12. Inspector: The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.

13. Payment Process: At Project completion, the CRA will reimburse the Recipient for pre-approved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse Grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse Grant funds until the Recipient submits vendor invoices, copy of signed permit, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project and the CRA shall not be obligated to disburse Grant funds to persons not previously designated by the Recipient.



14. Maintenance of Records: The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

15. Audit: The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

16. Amendments: Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

17. Notice: Any notices to the County shall be mailed to:

County:

Zakkiyyah Osuigwe, Development Program Manager  
Neighborhood & Human Services Department  
Community Redevelopment Agency  
221 Palafox Place  
Pensacola, Florida 32502

Recipient(s):

Tonja L. Holland  
923 Fremont Avenue  
Pensacola, FL 32505

All notices shall be sent by certified mail, return receipt requested.

18. No Discrimination: The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. Entire Agreement: This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. No Waiver: This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

For: **Board of County Commissioners of  
Escambia County**

By: \_\_\_\_\_  
**Grover C. Robinson, IV, Chairman**

ATTEST: **PAM CHILDERS**  
**Clerk of the Circuit Court**

Date Executed: \_\_\_\_\_

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

BCC Approved: \_\_\_\_\_

(SEAL)

For Recipient: \_\_\_\_\_  
**Tonja L. Holland, Property Owner**

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 28<sup>th</sup> day of December, 2015 by Tonja L. Holland, Property Owner. She ☐ is personally known to me or ☒ has produced FLDL 677-0 as identification.

(Notary Seal)  **ZAKKIYYAH Q. OSIGWE**  
MY COMMISSION # FF 054108  
EXPIRES: September 15, 2017  
Bonded Thru Budget Notary Services

\_\_\_\_\_  
Signature of Notary Public  
**Zakkiyyah Osigwe**  
Printed Name of Notary Public

Approved as to form and legal  
sufficiency.

By/Title: Zakkiyyah Osigwe  
Date: 12/28/15

**EXHIBIT I**

**RESIDENTIAL REHAB GRANT PROJECT**

**Property Owner(s): Tonja L. Holland**

**Property Address: 923 Femont Avenue, Pensacola, Florida, 32505**

The "Project" includes the following improvement to the above referenced property:

**Replace roof.**

**Escambia County Community Redevelopment Agency  
Residential Rehab Grant Program**  
Administered By: Escambia County Community & Environment Department  
Community Redevelopment Agency

**Lien Agreement**

Applicant Name(s)  
**Tonja L. Holland**

Address of Property  
**923 Fremont Avenue**  
**Pensacola, FL 32505**

Property Reference No.  
**46-1S-30-1100-012-006**

**Total Amount of Lien**

**\$1,050**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell, lease, or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program**, and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties, the property is leased to a tenant without the approval of the CRA, or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

For Recipient:

Tonja L. Holland  
Tonja L. Holland, Property Owner

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 28th day of December, 2015 by Tonja L. Holland, Property Owner. She ☐ is personally known to me or ☒ has produced FLDL 677-0 as identification.

  
(Notary Seal) ZAKKIYYAH Q. OSUIGWE  
MY COMMISSION # FF 054108  
EXPIRES: September 15, 2017  
Bonded Thru Budget Notary Services

Zakkiyyah Osuigwe  
Signature of Notary Public  
Zakkiyyah Osuigwe  
Printed Name of Notary Public

For: **Board of County Commissioners of  
Escambia County**

By: \_\_\_\_\_  
Grover C. Robinson, IV, Chairman

ATTEST: **PAM CHILDERS**  
Clerk of the Circuit Court

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

Date Executed: \_\_\_\_\_

BCC Approved: \_\_\_\_\_

This instrument prepared by:  
Zakkiyyah Osuigwe, Development Program Manager  
Neighborhood and Human Services Department  
Community Redevelopment Agency  
221 Palafox Place, Pensacola, FL 32502

Approved as to form and legal  
sufficiency.

By/Title: K. Osuigwe  
Date: 12/28/15





**Replace Roof**

**923 Fremont Avenue – Tonja Holland**



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

**AI-9636**

**County Administrator's Report 13. 5.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 01/21/2016

**Issue:** Cancellation of Residential Rehab Grant Program Liens

**From:** Tonya Gant, Director

**Organization:** Neighborhood & Human Svcs

**CAO Approval:**

---

### **RECOMMENDATION:**

Recommendation Concerning the Cancellation of 10 Residential Rehab Grant Program Liens - Tonya Gant, Neighborhood & Human Services Department Director

That the Board ratify the following January 21, 2016, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the cancellation of 10 Residential Rehab Grant Program Liens:

A. Approving the following cancellation of 10 Residential Rehab Grant Program Liens, as the Grant recipients have met their Grant requirements:

Property Owner	Address	Amount
William & Milda Allen	2319 West Desoto Street	\$4,020
Maggie M. Buchanan	1220 El Paso Circle	\$5,729
Cecil & Marita R. Ellis	2312 North "G" Street	\$4,559
Evan L. Jr. & Sheila J. Feltner	5 Audusson Avenue	\$2,668
David W. Fichter	9 Brandywine Road	\$2,940
C. Patrick Granat	402 SE Syrcle Drive	\$1,697
Christopher Hall	420 South 1st Street	\$4,237
John A. Phillips	25 Audusson Avenue	\$1,700
Grace Watts	1221 El Paso Circle	\$2,525
Lilia Oakey Whitehouse	1306 Wilson Avenue	\$1,245

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

### **BACKGROUND:**



The aforementioned property owners have satisfied their one-year compliance with the Residential Rehab Grant Program.

**BUDGETARY IMPACT:**

There will be no budgetary impact.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

Kristin Hual, Assistant County Attorney, has reviewed and approved the Cancellation of Lien documents as to form and legal sufficiency.

**PERSONNEL:**

Neighborhood & Human Services/Community Redevelopment Agency (NHS/CRA) staff coordinates the Residential Rehab Grant Program and all associated administrative functions.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

Current practice requires Board approval for Residential Rehab Grant Program lien cancellations.

**IMPLEMENTATION/COORDINATION:**

Upon obtaining the Chairman's signature, the Clerk of Court will record the Cancellation of Lien documents for the owner.

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**Attachments**

LienCx\_W&MAllen-January2016

LienCx\_MBuchanan-January2016

LienCx\_C&MEllis-January2016

LienCx\_E&ShielaFeltner-January2016

LienCx\_DFichter-January2016

LienCx\_CGranat-January2016

LienCx\_CHall-January2016

LienCx\_JPhillips-January2016

LienCx\_GWatts-January2016

LienCx\_LWhitehouse

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STATE OF FLORIDA  
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of \$4,020, executed by William and Milda Allen and recorded in Official Record Book 7264 at pages 221-222, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien, which was paid in full.

BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

By: \_\_\_\_\_  
Grover C. Robinson, IV, Chairman

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

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

Date Executed: \_\_\_\_\_

BCC Approved: \_\_\_\_\_

Prepared by:  
Max Rogers, AICP, Development Program Manager  
Community & Environment Department  
Community Redevelopment Agency  
221 Palafox Place, Suite 305  
Pensacola, FL 32502

Approved as to form and legal  
sufficiency.

By/Title: K. H. [Signature]  
Date: 12/15/15

**Escambia County  
Clerk's Original**

8/21/2014 CAR # 17A(1)

Pam Childers  
CLERK OF THE CIRCUIT COURT  
ESCAMBIA COUNTY FLORIDA  
INST# 2014088306 11/25/2014 at 02:25 PM  
OFF REC BK: 7264 PG: 221 - 222 Doc Type: L  
RECORDING: \$18.50

**Escambia County Community Redevelopment Agency  
Residential Rehab Grant Program**

Administered By: Escambia County Community & Environment Department  
Community Redevelopment Agency

**Lien Agreement**

**Applicant Name(s)**

**William and Milda Allen**

**Address of Property**

**2319 West Desoto Street  
Pensacola, FL 32507**

**Property Reference No.**

**00-0S-00-9060-008-175**

**Total Amount of Lien**

**\$4,020**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program**, and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

Date: 8/21/2014 Verified By: J. Carver

For Recipient(s):

William Allen, Property Owner

Milda Allen, Property Owner

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 18<sup>th</sup> day of July, 2014 by William Allen, Property Owner. He ☐ is personally known to me or ☒ has produced FL Drivers Lic as identification.  
AF50-933-61-060-0

The foregoing instrument was acknowledged before me this 18<sup>th</sup> day of July, 2014 by Milda Allen, Property Owner. She ☐ is personally known to me or ☒ has produced FL Drivers Lic as identification.  
AF50-541-56-547-0

(Notary)



Signature of Notary Public

MAXWELL ROGERS

Printed Name of Notary Public

Approved as to form and legal  
sufficiency:

By/Title: [Signature]  
Date: [Signature]

For: **Board of County Commissioners of  
Escambia County**

By: [Signature]  
**Lumon J. May, Chairman**

ATTEST: **PAM CHILDERS**  
Clerk of the Circuit Court



[Signature]  
Deputy Clerk

Date Executed: 8/21/2014

BCC Approved: 08/21/2014

This instrument prepared by:  
Max Rogers, AICP, Development Program Manager  
Community & Environment Department  
Community Redevelopment Agency  
221 Palafox Place, Pensacola, FL 32502



Before

Brownsville District  
2319 W. Desoto St.

**Replace roof**

Project Total \$8,040

Grant Total \$4,020



After



STATE OF FLORIDA  
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of **\$5,729**, executed by **Maggie M. Buchanan** and recorded in Official Record Book **7274** at pages **716-717**, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien, which was paid in full.

BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

By: \_\_\_\_\_  
**Grover C. Robinson, IV, Chairman**

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

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

Date Executed: \_\_\_\_\_

BCC Approved: \_\_\_\_\_

Prepared by:  
Max Rogers, AICP, Development Program Manager  
Community & Environment Department  
Community Redevelopment Agency  
221 Palafox Place, Suite 305  
Pensacola, FL 32502

Approved as to form and legal  
sufficiency.

By/Title: K. D. H. P. A. C. H.  
Date: 12/15/15

Escambia County

Clerk's Original

09/15/2014 / CAR II-27

**Escambia County Community Redevelopment Agency**

**Residential Rehab Grant Program**

Administered By: Escambia County Community & Environment Department  
Community Redevelopment Agency

**Lien Agreement**

Applicant Name(s)  
**Maggie M. Buchanan**

Address of Property  
**1220 El Paso Circle**  
**Pensacola, FL 32505**

Property Reference No.  
**09-2S-30-1000-011-006**

**Total Amount of Lien**

**\$5,729**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell, lease, or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program**, and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties, the property is leased to a tenant without the approval of the CRA, or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

Pam Childers  
CLERK OF THE CIRCUIT COURT  
ESCAMBIA COUNTY FLORIDA  
INST# 2014093691 12:17 2014 at 09:33 AM  
OFF REC BK. 7274 PG. 716 - 717 Doc Type L  
RECORDING: \$18.50



I warrant that the property is my homestead as defined by the Constitution and laws of the State of Florida.

For Recipient:

Maggie M. Buchanan  
Maggie M. Buchanan, Property Owner

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 25<sup>th</sup> day of August, 2014 by Maggie M. Buchanan, Property Owner. She ( ) is personally known to me or (X) has produced FDLB255 ... 632-0 as identification.



(Notary Seal)

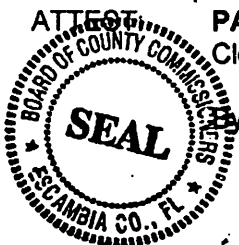
Zakkiyyah Q. Osuigwe  
Signature of Notary Public  
Zakkiyyah Osuigwe  
Printed Name of Notary Public

Approved as to form and legal sufficiency.

By/Title: [Signature]  
Date: 8/19/14

For: **Board of County Commissioners of Escambia County**

By: [Signature]  
Lumon J. May, Chairman



**PAM CHILDERS**  
Clerk of the Circuit Court

By: [Signature]  
Deputy Clerk

Date Executed: 09/26/2014

BCC Approved: 09-25-2014

This instrument prepared by:  
Zakkiyyah Osuigwe, Development Program Manager  
Community & Environment Department  
Community Redevelopment Agency  
221 Palafox Place, Pensacola, FL 32502



Before

Palafox District

1220 El Paso Cir.

**Replace roof & Install new  
windows**

Project Total \$11,459

Grant Total \$5,729



After

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of \$4,559, executed by Cecil and Marita R. Ellis and recorded in Official Record Book 7281 at pages 283-284, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien, which was paid in full.

BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

By: \_\_\_\_\_  
**Grover C. Robinson, IV, Chairman**

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

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

Date Executed: \_\_\_\_\_

BCC Approved: \_\_\_\_\_

Prepared by:  
Max Rogers, AICP, Development Program Manager  
Community & Environment Department  
Community Redevelopment Agency  
221 Palafox Place, Suite 305  
Pensacola, FL 32502

Approved as to form and legal  
sufficiency.

By/Title: K. DeWitt  
Date: 4/21/15

**Escambia County  
Clerk's Original**

11/17/2014 CAR IF-2A(1)

**Escambia County Community Redevelopment Agency  
Residential Rehab Grant Program**

Administered By: Escambia County Community & Environment Department  
Community Redevelopment Agency

**Lien Agreement**

Applicant Name(s)  
**Cecil and Marita R. Ellis**

Address of Property  
**2312 North "G" Street**  
**Pensacola, FL 32501**

Property Reference No.  
**18-2S-30-6000-011-030**

**Total Amount of Lien**

**\$4,559**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program**, and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

Pam Childers  
CLERK OF THE CIRCUIT COURT  
ESCAMBIA COUNTY FLORIDA  
INST# 2015000045 01 05 2015 at 08:30 AM  
OFF REC BK 7281 PG 283 - 284 Doc Type: L  
RECORDING \$18.50

For Recipient(s):

Cecil R. Ellis  
Cecil Ellis, Property Owner  
M. Ellis  
Marita R. Ellis, Property Owner

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 15th day of October, 2014 by Cecil Ellis, Property Owner. He (☐) is personally known to me or (☒) has produced FDL \*E420-253-0 as identification.

The foregoing instrument was acknowledged before me this 15th day of October, 2014 by Marita R. Ellis, Property Owner. She (☐) is personally known to me or (☒) has produced FDL \*E420-545-0 as identification.

[Signature]  
Signature of Notary Public  
Zakkiyyah Osuigwe  
Printed Name of Notary Public

(Notary Seal)



ZAKKIYYAH Q. OSUIGWE  
MY COMMISSION # FF 054136  
EXPIRES: September 15, 2017  
Bonded Thru Budget Notary Service

Approved as to form and legal  
sufficiency.

By/Title: [Signature]  
Date: 10/8/14

For: **Board of County Commissioners of  
Escambia County**

By: [Signature]  
Lumon J. May, Chairman

ATTEST: **PAM CHILDERS**  
Clerk of the Circuit Court



By: [Signature]  
Deputy Clerk

Date Executed: 11/17/2014

BCC Approved: 11-17-2014

This instrument prepared by:  
Zakkiyyah Osuigwe, Development Program Manager  
Community & Environment Department  
Community Redevelopment Agency  
221 Palafox Place, Pensacola, FL 32502





Before

Englewood District

2312 N. G St.

**Install new windows, Install  
central heating and air  
conditioning system,  
electrical rewiring**

Project Total \$9,119

Grant Total \$4,559



After

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of **\$2,668**, executed by **Evan L. Jr. and Sheila J. Feltner** and recorded in Official Record Book **7286** at pages **1898-1899**, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien, which was paid in full.

BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

By: \_\_\_\_\_  
**Grover C. Robinson, IV, Chairman**

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

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

Date Executed: \_\_\_\_\_

BCC Approved: \_\_\_\_\_

Prepared by:  
Max Rogers, AICP, Development Program Manager  
Community & Environment Department  
Community Redevelopment Agency  
221 Palafox Place, Suite 305  
Pensacola, FL 32502

Approved as to form and legal  
sufficiency.

By/Title: K. L. W. ACP  
Date: 12/15/15



**Escambia County  
Clerk's Original**

11/19/2014 CAR II-2 A(4)

**Escambia County Community Redevelopment Agency  
Residential Rehab Grant Program**

**Administered By: Escambia County Community & Environment Department  
Community Redevelopment Agency**

**Lien Agreement**

**Applicant Name(s)  
Evan L. Jr. and Sheila J. Feltner**

**Address of Property  
5 Audusson Ave  
Pensacola, FL 32507**

**Property Reference No.  
59-2S-30-1000-005-019**

Pam Childers  
CLERK OF THE CIRCUIT COURT  
ESCAMBIA COUNTY FLORIDA  
INST# 2015003829 01 16 2015 at 01:10 PM  
OFF REC BK 7256 PG 1596-1599 Doc Type  
RECORDING \$13.50

**Total Amount of Lien**

**\$2,668**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program**, and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

Date: 11/19/2014 Verified By: J. Carver

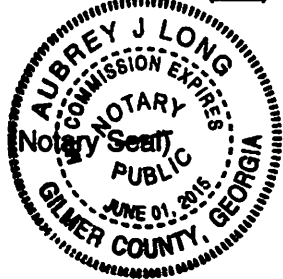
For Recipient(s):

Evan L. Feltner, Jr.  
Evan L. Feltner, Jr., Property Owner  
Sheila J. Feltner  
Sheila J. Feltner, Property Owner

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 01<sup>st</sup> day of October, 2014 by Evan L. Feltner, Jr., Property Owner. He ( ) is personally known to me or ( ☒ ) has produced Drivers License as identification.

The foregoing instrument was acknowledged before me this 01<sup>st</sup> day of October, 2014 by Sheila J. Feltner, Property Owner. She ( ) is personally known to me or ( ☒ ) has produced Drivers License as identification.



Aubrey J. Long  
Signature of Notary Public  
Aubrey J. Long  
Printed Name of Notary Public

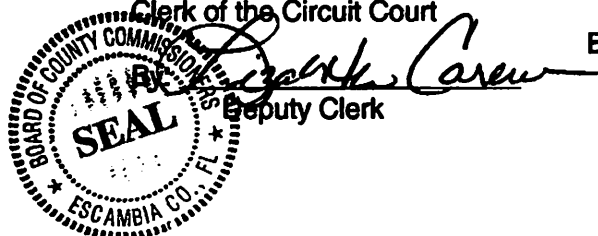
Approved as to form and legal  
sufficiency.

By/Title: [Signature]  
Date: 9/22/14

For: **Board of County Commissioners of  
Escambia County**

By: [Signature]  
Lumon J. May, Chairman

ATTEST: **PAM CHILDERS**  
Clerk of the Circuit Court



Date Executed: 11/17/2014

BCC Approved: 11-17-2014

This instrument prepared by:  
Zakkiyyah Osuigwe, Development Program Manager  
Community & Environment Department  
Community Redevelopment Agency  
221 Palafox Place, Pensacola, FL 32502



Before

Barrancas District

5 Audusson Ave.

**Replace roof and install new  
windows**

Project Total \$5,336

Grant Total \$2,668



STATE OF FLORIDA  
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of \$2,940, executed by David W. Fichter and recorded in Official Record Book 7286 at pages 1896-1897, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien, which was satisfied by one-year compliance with the Escambia County Community Redevelopment Agency Residential Rehab Grant Program.

BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

By: \_\_\_\_\_  
Grover C. Robinson, IV, Chairman

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

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

Date Executed: \_\_\_\_\_

BCC Approved: \_\_\_\_\_

Prepared by:  
Max Rogers, AICP, Development Program Manager  
Community & Environment Department  
Community Redevelopment Agency  
221 Palafox Place, Suite 305  
Pensacola, FL 32502

This document approved as to form  
and legal sufficiency

By ACA

Title ACA

Date 1/14/10



STATE OF FLORIDA  
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of \$1,697, executed by C. Patrick Granat and recorded in Official Record Book 7271 at pages 1672-1673, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien, which was paid in full.

BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

By: \_\_\_\_\_  
**Grover C. Robinson, IV, Chairman**

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

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

Date Executed: \_\_\_\_\_

BCC Approved: \_\_\_\_\_

Prepared by:  
Max Rogers, AICP, Development Program Manager  
Community & Environment Department  
Community Redevelopment Agency  
221 Palafox Place, Suite 305  
Pensacola, FL 32502

Approved as to form and legal  
sufficiency.

By/Title: Edward A. C. A.  
Date: 12/15/15

**Escambia County  
Clerk's Original**

7/24/2014 CALTE-8

**Escambia County Community Redevelopment Agency  
Residential Rehab Grant Program**

**Administered By: Escambia County Community & Environment Department  
Community Redevelopment Agency**

**Lien Agreement**

**Applicant Name  
C. Patrick Granat**

**Address of Property  
402 SE Syrcle Drive  
Pensacola, FL 32507**

**Property Reference No.  
50-2S-30-6090-451-021**

Pam Childers  
CLERK OF THE CIRCUIT COURT  
ESCAMBIA COUNTY FLORIDA  
INST# 2014092312 12/12/2014 at 02:28 PM  
OFF REC BK: 7271 PG: 1672 - 1673 Doc Type: L  
RECORDING: \$18.50

**Total Amount of Lien**

**\$1,697**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program**, and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

Date: 7/29/2014 Verified By: J. Crew

For Recipient:

C. Patrick Granat, Property Owner

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 20th day of June, 2014 by C. Patrick Granat, Property Owner. He (☐) is personally known to me or (☒) has produced FL Drivers Lic as identification.  
6655-155-47-146-0

[Signature]  
Signature of Notary Public

MAXWELL ROGERS  
Printed Name of Notary Public

(Notary Seal)



For: **Board of County Commissioners of Escambia County**

By: [Signature]  
**Lumon J. May, Chairman**

ATTEST: **PAM CHILDERS**  
Clerk of the Circuit Court

Date Executed: 7/24/2014

BCC Approved: 7/24/2014



[Signature]  
Deputy Clerk

Approved as to form and legal sufficiency.

By/Title: [Signature]  
Date: 6/17/14

This instrument prepared by:  
Max Rogers, AICP, Development Program Manager  
Community & Environment Department  
Community Redevelopment Agency  
221 Palafox Place, Pensacola, FL 32502





Warrington District

402 SE Syrcle Dr.

**Sanitary sewer connection**

Project Total \$3,150

Grant Total \$1,575



STATE OF FLORIDA  
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of \$4,237, executed by Christopher Hall and recorded in Official Record Book 7292 at pages 320-321, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien, which was paid in full.

BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

By: \_\_\_\_\_  
**Grover C. Robinson, IV, Chairman**

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

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

Date Executed: \_\_\_\_\_

BCC Approved: \_\_\_\_\_

Prepared by:  
Max Rogers, AICP, Development Program Manager  
Community & Environment Department  
Community Redevelopment Agency  
221 Palafox Place, Suite 305  
Pensacola, FL 32502

Approved as to form and legal  
sufficiency.

By/Title: K. L. [Signature] ACA  
Date: 12/15/15

**Escambia County  
Clerk's Original**

1/22/2015 CAR II-2(3)

Pam Childers  
CLERK OF THE CIRCUIT COURT  
ESCAMBIA COUNTY FLORIDA  
INST# 2015007013 01:29:2015 at 12:51 PM  
OFF REC BK 7292 PG 320 - 321 Doc Type L  
RECORDING \$18.50

**Escambia County Community Redevelopment Agency  
Residential Rehab Grant Program**

Administered By: Escambia County Community & Environment Department  
Community Redevelopment Agency

**Lien Agreement**

Applicant Name  
Christopher Hall

Address of Property  
420 South 1<sup>st</sup> Street  
Pensacola, FL 32507

Property Reference No.  
51-2S-30-7062-030-034

**Total Amount of Lien**

**\$4,237**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program**, and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

Date: 1/26/2015 Verified By: *[Signature]*

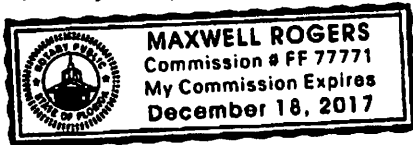
For Recipient:

Christopher Hall  
Christopher Hall, Property Owner

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of December, 2014 by Christopher Hall, Property Owner. He ☐ is personally known to me or ☒ has produced FL Drivers Lic as identification.

(Notary Seal)



Maxwell Rogers  
Signature of Notary Public  
MAXWELL ROGERS  
Printed Name of Notary Public

For: **Board of County Commissioners of  
Escambia County**

By: Steven Barry  
Steven Barry, Chairman

ATTEST: **PAM CHILDERS**  
Clerk of the Circuit Court

Date Executed: 11/22/2015

BCC Approved: 01-22-2015



Elizabeth Carver  
Deputy Clerk

Approved as to form and legal  
sufficiency.

By/Title: K. H. Pacht  
Date: 11/21/15

This instrument prepared by:  
Max Rogers, AICP, Development Program Manager  
Community & Environment Department  
Community Redevelopment Agency  
221 Palafox Place, Pensacola, FL 32502





Before

Warrington District

420 S. 1<sup>st</sup>. St.

**Install central heating and air  
conditioning system**

Project Total \$8,475

Grant Total \$4,237



STATE OF FLORIDA  
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of \$1,700, executed by John A. Phillips and recorded in Official Record Book 7268 at pages 1100-1101, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien, which was satisfied by one-year compliance with the Escambia County Community Redevelopment Agency Residential Rehab Grant Program.

BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

By: \_\_\_\_\_  
Grover C. Robinson, IV, Chairman

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

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

Date Executed: \_\_\_\_\_

BCC Approved: \_\_\_\_\_

Prepared by:  
Max Rogers, AICP, Development Program Manager  
Community & Environment Department  
Community Redevelopment Agency  
221 Palafox Place, Suite 305  
Pensacola, FL 32502

This document approved as to form  
and legal sufficiency

By [Signature]

Title ACA

Date 1/14/16

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of **\$2,525**, executed by **Grace Watts** and recorded in Official Record Book **7274** at pages **1293-1294**, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien, which was paid in full.

BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

By: \_\_\_\_\_  
**Grover C. Robinson, IV, Chairman**

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

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

Date Executed: \_\_\_\_\_

BCC Approved: \_\_\_\_\_

Approved as to form and legal  
sufficiency.

By/Title: Kelwa ACP  
Date: 12/15/15

Prepared by:  
Max Rogers, AICP, Development Program Manager  
Community & Environment Department  
Community Redevelopment Agency  
221 Palafox Place, Suite 305  
Pensacola, FL 32502



11/17/2014 CARE-2 A(2)

**Escambia County Community Redevelopment Agency  
Residential Rehab Grant Program**

Administered By: Escambia County Community & Environment Department  
Community Redevelopment Agency

**Lien Agreement**

Applicant Name(s)  
**Grace Watts**

Address of Property  
**1221 El Paso Circle**  
**Pensacola, FL 32505**

Property Reference No.  
**09-2S-30-1000-005-007**

**Total Amount of Lien**

**\$2,525**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell, lease, or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program**, and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties, the property is leased to a tenant without the approval of the CRA, or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

Pam Childers  
CLERK OF THE CIRCUIT COURT  
ESCAMBIA COUNTY FLORIDA  
INST# 2014093859 12/17/2014 at 02:31 PM  
OFF REC BK 7274 PG 1293 - 1294 Doc Type L  
RECORDING \$18.50

I warrant that the property is my homestead as defined by the Constitution and laws of the State of Florida.

For Recipient:

Grace Watts

Grace Watts, Property Owner

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 23rd day of September, 2014 by Grace Watts, Property Owner. She (☐) is personally known to me or (☒) has produced FLDLN 320...721 as identification.

(Notary Seal)  ZAKKIYYAH Q. OSUIGWE.  
MY COMMISSION # FF 054108  
EXPIRES: September 15, 2017  
Bonded Thru Budget Notary Services

Zakkiyyah Osuigwe  
Signature of Notary Public  
Zakkiyyah Osuigwe  
Printed Name of Notary Public

Approved as to form and legal sufficiency.


By/Title: [Signature]  
Date: 9/22/14

For: **Board of County Commissioners of Escambia County**

By: [Signature]  
Lumon J. May, Chairman

ATTEST: **PAM CHILDERS**  
Clerk of the Circuit Court

Date Executed: 11/17/2014

 By: [Signature]  
Deputy Clerk

BCC Approved: 11-17-2014

This instrument prepared by:  
Zakkiyyah Osuigwe, Development Program Manager  
Community & Environment Department  
Community Redevelopment Agency  
221 Palafox Place, Pensacola, FL 32502



Before

Palafox District

1221 El Paso Cir.

**Install new windows**

Project Total \$5,050

Grant Total \$2,525



After



STATE OF FLORIDA  
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of \$1,245, executed by Lilia Oakey Whitehouse and recorded in Official Record Book 7287 at pages 1553-1554, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien, which was paid in full.

BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

By: \_\_\_\_\_  
**Grover C. Robinson, IV, Chairman**

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

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

Date Executed: \_\_\_\_\_

BCC Approved: \_\_\_\_\_

Prepared by:  
Max Rogers, AICP, Development Program Manager  
Community & Environment Department  
Community Redevelopment Agency  
221 Palafox Place, Suite 305  
Pensacola, FL 32502

Approved as to form and legal  
sufficiency.

By/Title: Kathleen ACIT  
Date: 12/15/15

**Escambia County  
Clerk's Original**

7/24/2014 CAR II-8

Pam Childers  
CLERK OF THE CIRCUIT COURT  
ESCAMBIA COUNTY FLORIDA  
INST# 2015004380 01/21/2015 at 11:08 AM  
OFF REC BK: 7287 PG: 1553 - 1554 Doc Type: L  
RECORDING: \$18.50

**Escambia County Community Redevelopment Agency  
Residential Rehab Grant Program**

Administered By: Escambia County Community & Environment Department  
Community Redevelopment Agency

**Lien Agreement**

**Applicant Name(s)**  
**Lilia Oakey Whitehouse**

**Address of Property**  
**1306 Wilson Avenue**  
**Pensacola, FL 32507**

**Property Reference No.**  
**50-2S-30-5000-019-007**

**Total Amount of Lien**

**\$1,245**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell, lease, or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program**, and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties, the property is leased to a tenant without the approval of the CRA, or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

Date: 7/29/2014 Verified By: J. Carson

I warrant that the property is my homestead as defined by the Constitution and laws of the State of Florida.

For Recipient:



Lilia Oakey Whitehouse, Property Owner

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 27<sup>th</sup> day of June, 2014 by Lilia Oakey Whitehouse, Property Owner. She ☐ is personally known to me or ☒ has produced FL Drivers Lic as identification.  
0232-531-88-677-0



Signature of Notary Public

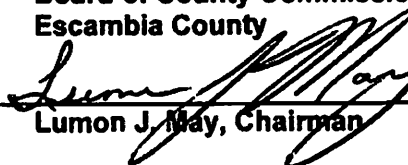
MAXWELL ROGERS

Printed Name of Notary Public



For: **Board of County Commissioners of Escambia County**

By:



Lumon J. May, Chairman

ATTEST: **PAM CHILDERS**  
Clerk of the Circuit Court



  
Deputy Clerk

Date Executed: 7/24/2014

BCC Approved: 07-24-2014

Approved as to form and legal sufficiency.

By/Title: 

Date: 07/23/14

This instrument prepared by:  
Zakkiyyah Osuigwe, Development Program Manager  
Community & Environment Department  
Community Redevelopment Agency  
221 Palafox Place, Pensacola, FL 32502



Before

Barrancas District

1306 Wilson Ave.

**Sanitary sewer connection**

Project Total \$2,490

Grant Total \$1,245



After





## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

**AI-9591**

**County Administrator's Report 13. 6.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 01/21/2016

**Issue:** Purchase Orders over \$50,000 for Fiscal Year 2015/2016

**From:** Tonya Gant, Director

**Organization:** Neighborhood & Human Svcs

**CAO Approval:**

---

### **RECOMMENDATION:**

Recommendation Concerning the Issuance of Purchase Orders in Excess of \$50,000 for the Neighborhood & Human Services Department for Fiscal Year 2015/2016 - Tonya Gant, Neighborhood & Human Services Department Director

That the Board approve the issuance of an individual Purchase Order in excess of \$50,000, based upon previously awarded Contracts, Contractual Agreements, or annual requirements, for the Neighborhood & Human Services Department, for Fiscal Year 2015/2016, as follows:

<u>Vendor</u>	<u>Amount</u>	<u>Contract Number</u>
Blue Arbor, Inc	\$65,280	PD 14-15.041
Vendor Number: 023818		
Temporary Employment Services		
Funding: Fund 001, (General)		
Cost Center(s): 370106 (Community Centers)		

[Funding Source: Funding is available in the specified Cost Center(s) for each Purchase Order(s)]

### **BACKGROUND:**

The Department of Neighborhood & Human Services has purchase orders that over the course of a fiscal year may exceed \$50,000. The issuance of this purchase order is essential to ensure the continuity of services provided through our department to the citizens of Escambia County.

### **BUDGETARY IMPACT:**

Funding is available in the specified cost center(s) for each purchase order noted above.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

Board policy, via Escambia County Code of Ordinances Chapter 46 Article II, Section 46-64, requires Board approval of contracts and/or awards in the amount of \$50,000 or greater.

**IMPLEMENTATION/COORDINATION:**

The Department of Neighborhood & Human Services will coordinate with the Office of Purchasing on the issuance of these purchase orders.

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**Attachments**

*No file(s) attached.*

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## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

**AI-9588**

**County Administrator's Report 13. 7.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 01/21/2016

**Issue:** PD 15-16.012, Uniform Rental Service Contract

**From:** Claudia Simmons, Purchasing Manager

**Organization:** Asst County Administrator - Lovoy

**CAO Approval:**

---

### **RECOMMENDATION:**

Recommendation Concerning a Contract for Uniform Rental Services Agreement - Claudia Simmons, Office of Purchasing, Purchasing Manager

That the Board award Contract PD 15-16-012, Uniform Rental Services Contract, to G & K Services, Co., in the estimated annual amount of \$46,500, for a term of 36 months with two options for 12-month extensions, and approve the Agreement for Uniform Rental Services (PD 15-16.012) between Escambia County, Florida, and G & K Services, Co.

The Office of Purchasing advertised the Solicitation on November 16, 2015. Six vendors were notified on November 16, 2015. Four bids were received and accepted on December 1, 2015. G & K Services, Co., was the lowest responsive bidder and was approved for recommendation by the Facilities Management Department.

[Funding: Fund 001, General Fund, Cost Center 310203, Object Code 54401 Facilities Management Department; Fund 001, General Fund, Cost Centers 230301, 230304, 230306, 230307, & 230314, Object Code 54401, Solid Waste Services; Fund 401, Solid Waste Fund, Cost Center 210402, Object Code 54401, Roads & Fleet Departments; Fund 001, General Fund, Cost Center 250202, Object Codes 54401 & 55201, Animal Services; and Fund 001, General Fund, Cost Center 220701, Object Code 54401, Mosquito Control]

### **BACKGROUND:**

This uniform rental service contract provides for a single source Vendor to provide the initial issue, laundering, and repair of up to 11 sets of Men's and Women's uniforms, Work and Enhanced Visibility Jackets, Animal Shelter Door Mats, and Shop Towels for the Road Department. There are an estimated 250 Facilities Management, Animal Shelter, Mosquito Control, Solid Waste, and Road Department employees under this contract. Each Department has the option to select the style and color of uniform from the Vendor's List. The County reserves the right to increase, or decrease the quantities

as each department deems necessary.

The Office of Purchasing advertised the Solicitation on November 16, 2015. Six vendors were notified on November 16, 2015. Four bids were received on December 1, 2015. G & K Services Company was the lowest responsive bidder and was approved for recommendation by the Facility Management Department.

**BUDGETARY IMPACT:**

Funding: Fund 001, General Fund, Cost Center 310203, Object Code 54401 Facility Management Department, Fund 001, General Fund, Cost Centers 203301,230304,230306,230307, & 230314, Object Code 54401, Solid Waste Services, Fund 401, Solid Waste Fund, Cost Center 210402, Object Code 54401, Roads & Fleet Departments, Fund 001, General Fund, Cost Center 250202, Object Code 54401 & 55201, Animal Services, Fund 001, General Fund, Cost Center 220701, Object Code 54401, Mosquito Control

**LEGAL CONSIDERATIONS/SIGN-OFF:**

Assistant County Attorney, Kristin Hual prepared the Agreement.

**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, Purchasing and Contracts.

**IMPLEMENTATION/COORDINATION:**

The Office of Purchasing will distribute the Contract and Purchase Orders.

---

**Attachments**

Bid Tab Awarded Reposted 012  
Agreement

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# PUBLIC NOTICE OF RECOMMENDED AWARD

BID TABULATION		DESCRIPTION: Uniform Rental Services Contract BID # PD 15-16.012						
Bid Opening Time: 10:30 am CST Bid Opening Date: 12/1/2015 Bid Opening Location: Rm 11.407  <b>NAME OF BIDDER</b>	Cover Sheet/ Acknow.	Drug-Free Workplace Form	Bid Bond	Information Sheet for Transactions & Conveyances Corporation ID	Certificate of Authority to do Business in the State of Florida	Certificate of Insurance	Sworn Statement Pursuant to Section 287.133(3)(a)), FL Statutes on Entity Crimes	Total
G&K Services, Co.	Y	Y	Y	Y	Y	Y	Y	\$631.53
Unifirst Corp.	Y	Y	Y	Y	Y	Y	Y	\$824.70
Cintas Corp.	Y	Y	Y	Y	Y	Y	Y	\$891.
AlSCO, Inc.	Y	Y	Y	Y	Y		Y	\$989.85
BIDS OPENED BY:	Lester L. Boyd, Purchasing Specialist				DATE: 12/1/2015			
BIDS TABULATED BY:	Lori Kistler, Purchasing SOSA				DATE: 12/1/2015			
BIDS WITNESSED BY:	Lori Kistler, Purchasing SOSA				DATE: 12/1/2015			

**CAR AGENDA    1/7/2016  
REVIEW**

**BCC MEETING    1/7/2016**

The Purchasing Manager/Designee recommends to:      Award an Agreement to G & K Services, Co. in an annual amount 46,500.

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:

Re-Posted @ 2:30pm CST on 1/12/16

  
LLB/ik

## **AGREEMENT FOR UNIFORM RENTAL SERVICES (PD 15-16.012)**

**THIS AGREEMENT** is made this \_\_\_ day of \_\_\_\_\_, 2016, by and between Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County"), whose mailing address is 221 Palafox Place, Pensacola, Florida 32502, and G&K Services, Co. (hereinafter referred to as "Contractor"), a foreign for profit corporation authorized to conduct business in the State of Florida, whose federal identification number is 41-1670526, whose principal address is 5995 Opus Parkway, Suite 500, Minnetonka, MN 55343, and whose regional address is 361 Saint Louis Street, Mobile, AL 36602.

### **WITNESSETH:**

**WHEREAS**, on December 1, 2015, the County issued an Invitation to Bid (PD 15-16.012) seeking uniform rental services; and

**WHEREAS**, the Contractor was the most responsive and responsible bidder proposing to provide such services; and

**WHEREAS**, the County desires to enter into an agreement with the Contractor for the provision of providing such services as set forth herein.

**NOW, THEREFORE**, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and the Contractor agree as follows:

1. **Recitals**. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.
2. **Term**. This Agreement shall commence upon the date last executed by the parties hereto and continue for a term of thirty-six (36) months. Upon mutual agreement of the parties, the Agreement may be renewed for two additional twelve (12) month periods for a total of sixty (60) months.

After all options to renew have been exhausted and it is determined that interim performance is required, the County may unilaterally extend this Agreement up to an additional six (6) months. The County shall provide written notice of the desire to extend the agreement no later than sixty (60) days prior to the expiration of the term. The total duration of this Agreement shall not exceed the duration of five (5) years and six (6) months.

3. **Scope**. Contractor agrees to perform in accordance with the terms and conditions as outlined in Escambia County's Invitation to Bid for Uniform Rental Services, Specification No. P.D. 15-16.012, attached hereto as **Exhibit "A"**. In the event of a conflict between the terms of the Exhibit referenced above and this Agreement, the terms of this Agreement shall prevail.



4. Compensation. County shall pay Contractor for items in accordance with the Contractor's Bid Form, attached hereto as **Exhibit "B"**.

5. Purchase Orders. The County shall issue written purchase orders to the Contractor on an as-needed basis. The items shall be described in detail and the time frame in which delivery needs to be accomplished will be stated in the purchase order. No minimum quantity is guaranteed during the term of this agreement, and only those ordered pursuant to a purchase order may be compensated.

6. Method of Payment/Billing. Contractor may request payment from County by the submission of a properly executed original invoice. Invoices shall reflect the amount due and owing for the value of items received and accepted with appropriate supporting documentation. The County agrees it shall make its best efforts to pay Contractor within thirty (30) days of receipt and approval of Contractor's invoice. Payments under this agreement and interest on any late payments shall be governed by and construed in accordance with the Florida Prompt Payment Act, §§218.70, et seq., Florida Statutes, as amended.

7. Termination. This Agreement may be terminated by County immediately for cause or for convenience upon providing thirty (30) days written notice to Contractor. This Agreement may be terminated for cause by the Contractor upon providing ninety (90) days written notice to the County. In the event of termination by either party as provided herein, the Contractor shall be paid for materials purchased through the date of termination.

8. Indemnification. The Contractor agrees to save harmless, indemnify, and defend County and its agents, officers and employees from any and all claims, suits, actions, damages, liabilities, expenditures or causes of action of any kind, losses, penalties, interest, demands, judgments, and cost 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 Contractor's negligent, reckless, or intentional wrongful misconduct in the performance of this Agreement or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Contractor or by anyone for whom the Contractor is legally liable. The parties understand and agree that such indemnification by the Contractor relating to any matter, which is the subject of this Agreement, shall extend throughout the term of this Agreement and any statutes of limitation thereafter. 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 relating to this Agreement. 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.

9. Insurance. The Contractor is required to carry the following insurance:

(a) Commercial General Liability, Form CG1, with \$1,000,000 per occurrence. Excess or umbrella insurance may be purchased to make up the difference, if any, between the policy limits of the underlying policies.

(b) Business Automobile Liability with \$1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.

(c) 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.

(d) It is understood and agreed by the parties that in the event that the Contractor consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

(e) Contractor agrees all liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be "A" or other Secure Best Rating with a minimum financial size of "VII", according to the A.M. Best Key Rating Guide Latest Edition. The insurance policies shall be endorsed to provide at least 30 days advance notice of cancellation, nonrenewal or adverse change. Such notices shall be mailed to Escambia County, Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32597.

(f) The Board of County Commissioners and Escambia County shall be endorsed as "additional insureds" on all liability policies (except Workers' Compensation and professional liability). Certificates of Insurance shall be provided to Escambia County, Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32597 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County. The Board of County Commissioners and Escambia County shall also be the certificate holders.

10. Independent Contractor Status. In the performance of this Agreement hereunder, Contractor is an independent contractor. Contractor shall not hold itself out as an employee, agent or servant of the County; and Contractor shall not have the power or authority to bind the County in any promise, agreement or representation, other than as specifically provided in this Agreement or as may be expressly provided hereafter in writing by an authorized official of the County.

11. Notice. Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing

and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. Unless otherwise notified in writing of a new address, notice shall be made to each party as follows:

To: G&K Services, Co.  
Attention: President  
5995 Opus Parkway, Suite 500  
Minnetonka, MN 55343

To: Escambia County  
Attention: County Administrator  
221 Palafox Place, Suite 420  
Pensacola, Florida 32502

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

12. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in the County of Escambia.

13. Public Records. The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Contractor seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract.

14. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

15. Compliance with Laws. Contractor agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement, including but not limited to properly registering as a lobbyist for representation of the County with the appropriate governmental entities as well as making all necessary lobbying reports in a timely manner to the proper authorities.

16. Assignment of Agreement. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by Contractor without the prior written consent of the County. However, the Agreement

shall run with the Escambia County Board of County Commissioners and its successors.

17. Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

18. Annual Appropriation. Pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the County's performance and obligation to fund this Agreement shall be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.

19. Authority. Each individual executing this Agreement on behalf of a corporate or governmental party represents and warrants that he/she is duly authorized to execute and deliver this Agreement on behalf of said party, in accordance with any 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.

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement on the respective dates under each signature:

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

By: \_\_\_\_\_

Grover C. Robinson, IV, Chairman

Date: \_\_\_\_\_

BCC Approved: \_\_\_\_\_

ATTEST: PAM CHILDERS  
Clerk of the Circuit Court

By: \_\_\_\_\_  
Deputy Clerk  
(SEAL)

\_\_\_\_\_  
Corporate Secretary

[SEAL]

**CONTRACTOR: G&K SERVICES, CO.**

By: \_\_\_\_\_  
Douglas Milroy, President

Date: \_\_\_\_\_

Approved as to form and legal  
sufficiency.

By/Title: Kelly W. AKA  
Date: 6/15/15



**ESCAMBIA COUNTY FLORIDA  
INVITATION TO BID  
BIDDER'S CHECKLIST  
UNIFORM RENTAL SERVICES CONTRACT  
SPECIFICATION PD 15-16.012**

- **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:**

- BID FORMS (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
- FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION – LICENSE(S), CERTIFICATION(S)  
AND/OR REGISTRATION(S)
- WRITTEN OPINION OF AN ATTORNEY FROM A FOREIGN STATE AS TO BID PREFERENCES

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**

**Uniform Rental Services Contract**

**SPECIFICATION NUMBER PD 15-16.012**

**BIDS WILL BE RECEIVED UNTIL: 10:30 a.m., CST, Tuesday, December 1, 2015**

**Bid Opening will be held at the Office of Purchasing, 213 Palafox Place, Matt Langley Bell III Building,  
Pensacola, FL 32502 in Conference Room #11.407 on Tuesday,  
December 1, 2015 at 10:30 a.m., CST**

**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**

**Grover C. Robinson, IV, Chairman  
Wilson B. Robertson, Vice Chairman  
Douglas Underhill  
Lumon J. May  
Steven Barry**

**Procurement Assistance:**

**Lester L. Boyd  
Purchasing Specialist  
Office of Purchasing, 2<sup>nd</sup> Flr.  
Matt Langley Bell III, Building  
213 Palafox Place  
Pensacola, FL 32502  
Tel: (850) 595-4944  
Fax: (850) 595-4805**

**Technical Assistance:**

**David Wheeler, CFM  
Facilities Management  
100 Blount Street  
Pensacola, Florida 32501  
Tel: (850) 595-3190  
Fax: (850) 595-3192**

**SPECIAL ACCOMMODATIONS:**

**Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing, (850) 595-4980 at least five (5) working days prior to the solicitation opening.**

**NOTICE**

**It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.**

## **NOTICE**

**In accordance with Sec. 46-110(e) of the Escambia Code of Ordinances, all bid solicitation documents shall include the following notice to vendors of the local vendor preference policy:**

(Revised 10/31/2013)

**Preference in purchase of commodities and services by means of competitive bid.**

Except where federal or state law, or any other funding source, mandates to the contrary, Escambia County may give preference to local businesses in the following manner:

**Competitive bid (local price match option).** Each formal competitive bid solicitation (i.e. sealed bids) shall clearly identify how the price order of the bids received will be evaluated and determined.

When a qualified and responsive, non-local business submits the lowest price bid amount between \$50,000 and \$249,999, and the bid submitted by one or more qualified and responsive local businesses is within **five percent (5%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e.; the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between \$250,000 and \$999,999, and the bid submitted by one or more qualified and responsive local businesses is within **three percent (3%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e.; the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount in excess of \$1,000,000, and the bid submitted by one or more qualified and responsive local businesses is within **two percent (2%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e.; the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

In such instances, staff shall first verify whether the lowest non-local bidder and the lowest local bidder are in fact qualified and responsive bidders. Next, the purchasing department shall invite the lowest local bidder in writing to submit a matching offer which shall be submitted in writing to the office of purchasing within five (5) business days thereafter.

If the lowest local bidder does not respond or otherwise submits a written offer that does not fully match the lowest bid from the lowest non-local bidder tendered previously then award shall be made to the lowest overall qualified and responsive non-local bidder.

In the event a local bidder is awarded a contract pursuant to this section, any requests for change orders increasing the cost of the project must be approved by the Board of County Commissioners.

Effective July 1, 2015, the County may not use a local preference "for a competitive solicitation for construction services in which **50 percent or more** of the cost will be paid from state appropriated funds which have been appropriated at the time of the competitive solicitation. For any such solicitation, the County must disclose in the bid package that "any applicable local ordinance or regulation does not include any local preference..." See §255.0991, Florida Statutes

# **UNIFORM RENTAL SERVICES CONTRACT**

**PD 15-16.012**

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Forms marked with a (\*\* Double Asterisk) should be returned with Offer.**

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# **SIGN AND RETURN THIS FORM WITH YOUR BIDS\*\***

## **SOLICITATION, OFFER AND AWARD FORM**

### **BID FORM**

#### **SUBMIT OFFERS TO:**

**Lester L. Boyd, Purchasing Specialist**  
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) 595-4944 Fax No: (850) 595-4805

**ESCAMBIA COUNTY FLORIDA**

#### **Invitation to Bid**

**Uniform Rental Services Contract  
PD 15-06.012**

### **SOLICITATION**

**MAILING DATE: Tuesday, December 01, 2015**

**OFFERS WILL BE RECEIVED UNTIL: 10:30 a.m., CST, Tuesday, December 01, 2015, and may not be withdrawn within 90 days after such date and time.**

**Bid opening will be held at the Office of Purchasing, 213 Palafox Place, Matt Langley Bell III Building, Pensacola, FL 32502 in Conference Room #11.407 on Tuesday, December 01, 2015 at 10:30 a.m., CST.**

#### **POSTING OF SOLICITATION TABULATIONS**

Solicitation tabulations with recommended awards will be posted for review by interested parties at the County Office of Purchasing and will remain posted for a period of two (2) business days. Failure to file a protest in writing within two (2) business days after posting of the solicitation tabulation shall constitute a waiver of any protest relating to this solicitation. All protests must be filed with the Office of Purchasing. They will be handled according to the Escambia County Purchasing Ordinance.

### **OFFER**

**(SHALL BE COMPLETED BY OFFEROR)**

**FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER:**

**TERMS OF PAYMENT:**

**DELIVERY DATE WILL BE \_\_\_\_\_ DAYS AFTER RECEIPT OF PURCHASE ORDER.**

**VENDOR NAME: \_\_\_\_\_**

**REASON FOR NO OFFER: \_\_\_\_\_**

**ADDRESS: \_\_\_\_\_**

**CITY, ST. & ZIP: \_\_\_\_\_**

**PHONE NO.: (\_\_\_\_) \_\_\_\_\_**

**BID BOND ATTACHED \$ 1,000.00**

**TOLL FREE NO.: (\_\_\_\_) \_\_\_\_\_**

**FAX NO.: (\_\_\_\_) \_\_\_\_\_**

I certify that this offer is made without prior understanding, agreement, or connection, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the offeror and that the offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the offeror agrees that if the offer is accepted, the offeror will convey, sell, assign or transfer to Escambia County Florida all rights title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by Escambia County Florida. At the County's discretion such assignment shall be made and become effective at the time the County tenders final payment to the offeror.

**NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER**

**(TYPED OR PRINTED)**

**\*\***

**SIGNATURE OF PERSON AUTHORIZED TO SIGN OFFER  
(MANUAL)**

**\*\*Failure to execute this Form binding the bidder offer shall result in this bid being rejected as non-responsive.**

**In accordance with your "Invitation for Bids" and "Instructions to Bidders" for PD 15-16.012, Uniform Rental Services Contract, 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:**

**BID FORM**  
**Specification Number: PD 15-16.012**  
**Uniform Rental Services Contract**

Board of County  
Escambia County, Florida  
Pensacola, Florida 32502

Commissioners:

In accordance with your "Invitation for Bids" and "Instructions to Bidders" for **Uniform Rental Services Contract**, 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:

Line Item #	Description	Qty Total	Unit Price	Total Cost	Replacement Cost
1	Oxford Shirts - Long Sleeve - Men	36			
2	Oxford Shirts - Short Sleeve- Men	124			
3	Oxford Shirts - Long Sleeve - Women	0			
4	Oxford Shirts - Short Sleeve - Women	11			
5	65/35 Regular Work Shirts - Long Sleeve - Men	31			
6	65/35 Regular Work Shirts - Short Sleeve - Men	181			
7	65/ 35 Regular Work Shirts - Long Sleeve - Women	15			
8	65/ 35 Regular Work Shirts - Short Sleeve - Women	51			
9	Striped/Micro Check Work Shirts - Long Sleeve - Men	80			
10	Striped/Micro Check Work Shirts - Short Sleeve - Men	382			
11	Striped Work Shirts - Long Sleeve - Women	77			
12	Striped Work Shirts - Short Sleeve - Women	0			
13	Regular Work Polo Shirts - Short Sleeve - Men	40			
14	Regular Work Polo Shirts - Short Sleeve - Women	0			
15	Work Shirts - Long Sleeve - Men	10			
16	Work Shirts - Short Sleeve - Men	43			
17	Work Shirts - Long Sleeve - Women	0			
18	Work Shirts - Short Sleeve - Women	0			
19	Flame Resistant Shirts, Long Sleeve - Men	0			
20	Flame Resistant Shirts, Long Sleeve - Women	0			
21	Enhanced Visibility Shirts, Gray w/Orange Stripes - Long Sleeve	0			
22	Enhanced Visibility Shirts, Gray w/Orange Stripes - Short Sleeve	0			
23	Enhanced Visibility Shirts, Yellow w/ Reflective Stripes - Long Sleeve	53			
24	Enhanced Visibility Shirts, Yellow w/ Reflective Stripes - Short Sleeve	193			
25	Chambray Shirt - Long Sleeve - Men	1			
26	Chambray Shirt - Short Sleeve - Men	2			
27	Denim Shirt - Long Sleeve - Women	0			
28	Denim Shirt - Short Sleeve - Women	0			
29	65/35 Work Pants - Men	827			
30	65/35 Work Pants -Women	121			

Line Item #	Description	Qty Total	Unit Price	Total Cost	Replacement Cost
31	65/35 Work Pants-Cargo-Men	13			
32	Pant, Twill - Men	5			
33	Pants, Flame Resistant - Men	0			
34	Pants, Flame Resistant - Women	0			
35	Executive Slacks - Men	21			
36	Executive Slacks - Women	0			
37	Vendor Brand Denim Jeans - Men	1126			
38	Name Brand Denim Jeans - Men	0			
39	Vendor Brand Denim Jeans - Women	11			
40	Name Brand Denim Jeans - Women	0			
41	Pleated Shorts	50			
42	Skirts - Women	7			
43	Coveralls	21			
44	65/35 Jackets	144			
45	Enhanced Visibility Jackets w/ Stripes	0			
46	Enhanced Visibility Jacket, ANSI Class 3 Safety, Yellow	0			
47	Shop Towels 18 x 18 wipes	600			
48	Door Mat - 4' x 6'	11			
49	Door Mat - 3' x 5'	5			
50	Door Mat - 3' x 10'	5			
51	Coveralls (Nomex FR)	1			
52	Dri-Fit Polo 100%-Short Sleeve - Mens	42			
		0			
	<b>TOTAL</b>	<b>4,340</b>			

**CONTRACTOR REQUIREMENTS:**

Acknowledgement is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No: \_\_\_\_\_ Date \_\_\_\_\_ Addendum No: \_\_\_\_\_ Addendum No: \_\_\_\_\_

Date \_\_\_\_\_ Addendum No: \_\_\_\_\_ Date \_\_\_\_\_

(PLEASE TYPE INFORMATION BELOW)

**SEAL IF BID IS BY CORPORATION**

State of Florida Department of State Certificate of Authority  
Document Number: \_\_\_\_\_

Occupational License No: \_\_\_\_\_

Florida DBPR Contractor's License, Certification, and/or,

Registration No: \_\_\_\_\_

Type of Contractor's License, Certification, and/or,  
Registration: \_\_\_\_\_

Expiration Date: \_\_\_\_\_

**Terms of Payment**

(Check one): Net 30 Days \_\_\_\_\_ 2% 10<sup>th</sup> Prox \_\_\_\_\_

Will your company accept Escambia County Purchasing  
Cards? Yes \_\_\_\_\_ No \_\_\_\_\_

Will your company accept Escambia County Direct  
Payment Vouchers? Yes \_\_\_\_\_ No \_\_\_\_\_

County Permits/Fees required for this project:

Permit \_\_\_\_\_ Cost \_\_\_\_\_

NONE KNOWN \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Bidder: \_\_\_\_\_

By: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Person to Contact Concerning the Bid:

\_\_\_\_\_

Phone/Toll/Fax

E-Mail Address

Home Page Address: \_\_\_\_\_

Person to contact for Emergency service:

Phone/Cell/Pager No: \_\_\_\_\_

Person to contact for Disaster service:

Home Address: \_\_\_\_\_

Home Phone/Cell/Pager: \_\_\_\_\_

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),  
FLORIDA STATUTES, ON ENTITY CRIMES**

1. This sworn statement is submitted to \_\_\_\_\_  
(print name of the public entity)
- by \_\_\_\_\_  
(print individual's name and title)

for \_\_\_\_\_  
(print name of entity submitting sworn statement)

whose business address is

\_\_\_\_\_  
\_\_\_\_\_

and (if applicable) its Federal Employer Identification Number (FEIN) is:

\_\_\_\_\_

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: \_\_\_\_\_)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any 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. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on

contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

- d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (indicate which statement applies.)

\_\_\_\_\_ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order)

**I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT HIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.**

\_\_\_\_\_  
(signature)

Sworn to an subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_

Personally known \_\_\_\_\_

OR produced identification \_\_\_\_\_

\_\_\_\_\_  
(Type of identification)

Notary Public - State of \_\_\_\_\_

My commission expires \_\_\_\_\_

\_\_\_\_\_  
(Printed typed or stamped commissioned name of notary public)

### Drug-Free Workplace Form

The undersigned vendor, in accordance with Florida Statute 287.087 hereby certifies that \_\_\_\_\_ does:

Name of Business

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.
4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

**Check one:**

\_\_\_\_\_ As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.

\_\_\_\_\_ As the person authorized to sign this statement, this firm **does not** comply fully with the above requirements.

\_\_\_\_\_  
Offeror's Signature

\_\_\_\_\_  
Date



**Information Sheet  
For Transactions and Conveyances  
Corporation Identification**

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital all information is accurate and complete. Please be certain all spelling, capitalization, etc. is exactly as registered with the state or federal government.

Is this a Florida Corporation (Please Circle One)  
Yes or No

If not a Florida Corporation,  
In what state was it created: \_\_\_\_\_  
Name as spelled in that State: \_\_\_\_\_

What kind of corporation is it: "For Profit" or "Not for Profit"

Is it in good standing: Yes or No

Authorized to transact business  
in Florida: Yes or No

State of Florida Department of State Certificate of Authority Document No.: \_\_\_\_\_

Does it use a registered fictitious name: Yes or No

**Names of Officers:**

President: _____	Secretary: _____
Vice President: _____	Treasurer: _____
Director: _____	Director: _____
Other: _____	Other: _____

**Name of Corporation (As used in Florida):**

\_\_\_\_\_  
(Spelled exactly as it is registered with the state or federal government)

**Corporate Address:**

Post Office Box: \_\_\_\_\_  
City, State Zip: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_

(Please provide post office box and street address for mail and/or express delivery; also for recorded instruments involving land)

(Please continue and complete page 2)

Page 2 of 2  
Corporate Identification

**Federal Identification Number:** \_\_\_\_\_  
(For all instruments to be recorded, taxpayer's identification is needed)

**Contact person for company:** \_\_\_\_\_  
**Telephone Number:** \_\_\_\_\_ **Facsimile Number:** \_\_\_\_\_

**Name of individual who will sign the instrument on behalf of the company:**

\_\_\_\_\_  
(Upon Certification of Award, Contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Purchasing)

(Spelled exactly as it would appear on the instrument)

**Title of the individual named above who will sign on behalf of the company:**

\_\_\_\_\_

END

---

(850) 488-9000

Verified by: \_\_\_\_\_ Date: \_\_\_\_\_

## **ESCAMBIA COUNTY, FLORIDA GENERAL TERMS and CONDITIONS**

**The following General Terms and Conditions are incorporated by reference and have the same legal effect as if printed in its entirety.**

A full textual copy of these conditions may be obtained by visiting the Office of Purchasing Home Page (see 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.

**Bid Information** See Home Page URL: <http://www.myescambia.com/departments/purchasing>  
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. **Inspection, Acceptance and Title**
13. **Governmental Restrictions**
14. **Legal Requirements**
15. **Patents and Royalties**
16. **Price Adjustments**
17. **Cancellation**
18. **Abnormal Quantities**
19. **Advertising**
20. **Assignment**
21. **Liability**
22. **Facilities**
23. **Distribution of Certification of Contract**

**ESCAMBIA COUNTY , FLORIDA GENERAL TERMS and CONDITIONS**  
**The following General Terms and Conditions are incorporated by reference (continued).**

- 24. **The Successful Bidder(s) must Provide**
- 25. **Addition/deletion of Items**
- 26. **Ordering Instructions**
- 27. **Public Records**
- 28. **Delivery**
- 29. **Samples**
- 30. **Additional Quantities**
- 31. **Service and Warranty**
- 32. **Default**
- 33. **Equal Employment Opportunity**
- 34. **Florida Preference**
- 35. **Contractor Personnel**
- 36. **Award**
- 37. **Uniform Commercial Code**
- 38. **Contractual Agreement**
- 39. **Payment Terms/Discounts**
- 40. **Improper Invoice; Resolution of Disputes**
- 41. **Public Entity Crimes**
- 42. **Suspended and Debarred Vendors**
- 43. **Drug-Free Workplace Form**
- 44. **Information Sheet for Transactions and Conveyances**
- 45. **Copies**
- 46. **License and Certifications** - For access to Certification/Registration Form for doing Business in Florida go to the Department of State, Division of Corporations, URL:<http://ccfcorp.dos.state.fl.us/corpweb/inquiry/search.html>
- 47. **Execution of Contract**
- 48. **Purchase Order**
- 49. **No Contingent Fees**
- 50. **Solicitation Expenses**
- 51. **On-Line Auction Services**

## **SPECIAL TERMS AND CONDITIONS**

The Board of County Commissioners, Escambia County, Florida, invites your company to submit a sealed offer on the item(s) as listed in this solicitation request.

All terms and conditions below are a part of this request, and no offer will be accepted unless all these conditions have been complied with. The County reserves the right to waive informalities in any offer; to reject any or all offers, in whole or in part, and/or to accept the offer(s) that in its judgment is from the lowest and most responsible and responsive offeror(s).

### **Instructions to Offerors**

#### **1. General Information**

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed to 213 Palafox Place, Room 11.101, Pensacola, Florida 32502 or delivered to the Office of Purchasing, 2nd floor, Room 11.101, Matt Langley Bell, III Bldg., 213 Palafox Place, Pensacola, Florida 32502, in a sealed envelope clearly marked:

**Specification Number PD 15-16.012, "Uniform Rental Services Contract", 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. Procurement Questions**

Procurement questions may be directed to Lester L. Boyd, Purchasing Specialist, Phone (850) 595-4944, Fax (850) 595-4805. Technical questions may be directed to David W. Wheeler, CFM, Facilities Management, (850) 595-3190, Fax (850) 595-3192. The last day for Vendors questions is listed as Tuesday, November 25, 2015, at 3:00 p.m.

### **3. Bid Forms**

This Solicitation contains a Bid Form which shall be submitted in a sealed envelope, with Original signature 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.

### **4. Pre-Solicitation Conference** N/A

### **5. F.O.B. Point**

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.

### **6. Delivery**

Delivery is to be as notified by Escambia County. The quantity will depend upon the County's need at the time of request.

### **7. 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.

8. **Payment**

Partial payments in the full amount for the value of items received and accepted may be requested by the submission of a properly executed **original** invoice, with supporting documents if required. Payment for accepted equipment/supplies/services will be accomplished by submission of an **original** invoice, in duplicate, to:

**Clerk of the Circuit Court  
Attention: Accounts Payable  
221 Palafox Place  
Pensacola, FL 32502**

9. **Protection of Property/Security**

The awarded vendor shall 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 and the general public.

The awarded vendor must, at all times, comply with State of Florida and Occupational Safety and Health Administration (OSHA) safety regulations.

10. **Compliance with Governing Laws and Regulations**

The offeror or contractor will be required to fully comply with all applicable federal, state, and local regulations.

**Contract Information**

**NOTICE**

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County, and the Awardee vendor until such time as the contract is executed by the last party to the transaction.

11. **Contract Term/Renewal/Termination**

- A. The contract resulting from this Solicitation shall commence, upon execution by both parties and extend for a period of thirty-six (36) months. The contract may be renewed for an additional two 12-month periods for a total of 60 months, upon mutual agreement of both parties concerned. If there are any 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.

10. **Interim Extension of Performance**

After all options have been exercised, and it is determined that interim performance is required to allow for the solicitation and award of a new contract, the County may unilaterally extend the contract for a maximum period of six months. Pricing, delivery and all other terms and conditions of the contract shall apply during this period.

11. **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.

12. **Price Adjustment**

The contract resulting from this Solicitation may include provisions for twelve (12) months, 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.

13. **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 the offeror's area of responsibility, territory, zone, region, etc., unless otherwise stipulated by the offeror on the bid form.

Each governmental agency desiring to accept these offers, and make an award thereof, shall do so independently of any other governmental agency. Each agency shall be responsible for its own purchases and each shall be liable only for materials ordered and received by it, and no agency assumes any liability by virtue of this offer.

14. **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 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 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 form.

15. **Licenses, Certifications, Registrations**

The offeror shall at any time of bid submission meet the license, certification, registration and any other requirements of the State, County, City and/or any other agency of authority with jurisdiction in such matters as necessary to perform the contractual services requested in this solicitation.

Copies of such licenses, certifications, registrations and any other requirements should be provided with the bid submission; and, the offeror shall provide follow-up evidence that as the contractor they maintain such credentials throughout the period of agreement.

16. **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.

17. **Award**

Award shall be made on an "all-or-none total" basis.

18. **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.

19. **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.)

20. **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.

21. **Quantity**

Escambia County reserves the right to increase or decrease estimated quantities as required. Estimated quantities are shown on the bid 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**

22. **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 (C.O.I.), should your firm be awarded the contract.

## **County Insurance Required**

### **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-** 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.

**The General Liability and Business Auto Liability policies shall be endorsed to include Escambia County as an additional insured and provide for 30 day notification of cancellation.**

**Excess or Umbrella Liability Coverage (If utilized to achieve required policy limits.)**

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.

4. **Designate Escambia County as the Certificate Holder as follows:**

**Escambia County**  
**Attention: Lester L. Boyd, Purchasing Specialist**  
**Office of Purchasing, Room 11.101**  
**P. O. Box 1591**  
**Pensacola, FL 32591-1591**  
**Tel: (850) 595-4944**  
**Fax: (850) 595-4805**

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.

23. **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**

### **UNIFORM RENTAL SERVICES**

#### **SCOPE OF WORK**

The purpose of this Invitation to Bid is to provide prompt and efficient uniform rental services to various County Departments from a single source of supply at fair and reasonable prices.

The quantities listed for each department are estimated quantities only. There are approximately 250 employees that will be receiving uniforms. The County reserves the right to increase or decrease the quantities stated as it deems necessary.

#### **VENDOR RESPONSIBILITIES**

##### **Uniform Rental with Full Services**

All initial uniforms shall be furnished NEW by the successful vendor. Each employee shall receive a set of uniforms for each day the employee works over a two (2) week period, plus one set. (5 days/wk = 11 sets) and, one jacket.

Each employee's uniforms shall be properly laundered and neatly pressed, by iron/steamer with creases and returned on hangers and delivered to the appropriate work location. Pressing of uniforms will be in accordance with acceptable standards and the best practices of the industry.

All jackets shall be cleaned at no cost to the county.

Any shortage shall be immediately credited to the employee. This includes pants, shirts, and jackets "MISSING" from clean garments. Credit shall be based on a prorated unit cost per man per week.

All prices shall be quoted on the basis of delivery and pick-up by the vendor to and from locations within Escambia County as required during the contract period.

The unit base price shall reflect the weekly charge based on a twelve-month uniform rental "INCLUDING REPLACEMENT OF WORK AND DAMAGED GARMENTS."

**The initial contract delivery shall be within six (6) weeks after the award date.**

This contract is based on five (5) working days for all departments.

The successful vendor will be required to establish a check-in/check-out inventory system for all locations where garments will be delivered and picked up. **The bidder shall submit a SAMPLE FORM that will be used at each location.** The check-in/check-out form must show the number of shirts, pants, and jackets turned in by each employee and the number of shirts, pants and jackets returned by the vendor each week. The county will have a designated employee coordinate check-in/check-out at each location.

Deliveries shall be made a minimum of once per week to each location requiring the service within the county. The check-in/check-out process shall be performed during each delivery with a copy given to and verified with the user department representative.

All garments/uniforms shall be laundered using detergents or cleaners that leave the garments odor free. **Uniforms that retain an offensive smell or residual odor after laundering will not be acceptable. Garments delivered in a worse condition than when picked up, will not be acceptable.**



Facilities Management locations at 190 Government Blvd., 223 Palafox Place, 1800 St. Marys Avenue, and 100 East Blount Street should be delivered the same day and by the same driver, who will drop off all invoices at the 100 East Blount Street location. The invoices for 4901 Camp Road North, Century, Florida should be mailed to Facilities Management, 100 East Blount Street, Pensacola, FL 32501.

All uniforms shall be maintained in a reasonable condition including the replacement of buttons and the sewing of any rips. Garments shall be replaced by the vendor, **with new garments** if after one year during the contract period, the county department representative deems the garments too badly damaged, faded, shabby or unfit to wear at the vendor's expense. If the employee intentionally damages or loses the uniform, the cost of the uniform will be responsibility of the employee per contract price. Uniform damaged during normal course of work duties will be replaced with a new garment by vendor at no additional cost.

**All replacement of garments shall be with new garments.** Garments shall be tagged and returned in a repaired condition or replaced within one (1) week, at no cost to the County.

Repair tags shall be supplied by the successful vendor, so that the County employees may tag the damaged uniform. Tag shall be attached to repaired uniform when returned and checked "Repaired".

**Embroidered emblems and logos:**

Emblems will be supplied by the successful vendor and sewn on shirt and jacket at a point designated by each department. There shall also be a separate emblem to identify the employee by name. **ALL BLOCKED LETTERING WILL BE EMBROIDERED OR SCREENED ON THE GARMENT OR A PATCH STITCHED on the garment.** (Some departments may require embroidered logos, others may be screened.) **Design of emblem will be provided to the successful vendor after award of contract. All name emblems and logo emblems shall be approved as to design and color prior to being applied to garments.**

The cost of these emblems will be the vendor's responsibility and shall be included in the rental price for the shirt. No additional allowances will be made for emblems required under this contract.

**Specialty Garments:**

Specialty garments are articles of clothing not standard rental clothing for uniform rental company. Specialty garments will be prorated at a specified rate when the article of clothing needs to be replaced or the employee leaves the employment of the department or the County. A list of the garments subject to being prorated shall be attached or notated on the bid form.

**Garment Construction:**

All points of stress shall be tacked with special attention to front and back pockets.

Pants shall have reinforced crotch.

All pants will have an inner waist lining and pockets to be of a nylon blend, or equivalent to insure durability.

All garments shall be washed using methods in full accord with the State of Florida requirements governing commercial and industrial laundries.

All garments shall be treated for mildew prevention.

**Measurements:**

All garments shall be individually fitted to the employee. All measurements shall be taken at a mutually agreed upon time between the successful vendor and the designated County representatives as listed under the locations specified by the County.

**Employee Identification Markings:**

All garments shall have the employee's name permanently marked in an inconspicuous location, to prevent theft or loss.

**Colors:**

Color swatches (or actual garments) may be requested prior to bid award.

All supervisor and industrial shirts are to be available in standard solid colors and stripes. All polo shirts are to be available in standard solid colors or with contrasting patterns on collar and cuffs. All pants are to be available in standard industry colors.

**Hangers:**

The county encourages recycling. Therefore, a means should be provided to facilitate the recycling of hangers.

**Detailed Specifications:**

**All shirts will be available in S, M, L, XL, XXL, 1X, 2X, 3X, 4X and 5X in Regular or Long Tailed or equivalent at no additional charge to the County, including ordering, in Men and Women sizes.**

Regular Work Shirts - Long and Short sleeves, with a minimum of 50% cotton, with banded collar and seven-button front.

Striped Work Shirts – Long and Short sleeves, with a minimum of 50% cotton, with banded collar and seven-button front.

Regular Work Polo Shirts - Polo, mesh knit that is non-pilling with stain release, three buttons with chest pocket and side vents, hemmed sleeves and straight bottom.

**Detailed Specifications (Continued):**

Oxford Shirts- Long and Short sleeves, 60% cotton/40% polyester, durable press, top stitched, banded collar; back box pleat, seven-button front with single chest pocket or "Approved Equal".

Work Shirts – Long and short sleeves, 4.75 oz 65% polyester / 35% cotton poplin blend, durable-press soft comfort finish, moisture management, fade, soil, and wrinkle resistant with a minimum six buttons with vertical buttonholes.

Micro-check Shirts – Long and short sleeves, 4.75 oz 65% polyester / 35% cotton poplin blend, durable-press soft comfort finish, moisture management, fade, soil, and wrinkle resistant with a minimum six buttons with vertical buttonholes.

Enhanced Visibility Shirts – Poplin 65% polyester/35% cotton, approximately 4–1/4 oz., two –piece , lined collar, sewn in stays, stitched down front with button closure., two 1/2 inch enhanced visibility trim across pockets, down sleeves from shoulder to sleeve ends and two horizontal stripes across the back. Red Kap #SP 24 for short sleeve and Red Kap #SP14 for long sleeve or “Approved Equal” in sizes as listed above.

Men’s Flame Resistant Shirt - Red Kap # SC90 Indura or “Approved Equal” 7 oz. Twill, 100% cotton. Six buttons with vertical button holes, button at neck. Two piece, fully lined collar, no stays. One piece, fully lined cuffs, with stitched down front facing. Two buttons through hex style pockets with flaps, bar tacks. Bar tacked pencils stall in left pocket. Long sleeve only. Available in sizes as listed above.

Pre-washed 100% Cotton Denim Shirt – Long sleeve and Short Sleeve, with left chest pocket.

All pants should be available in S, M, L, XL, XXL, XXXL, 1X, 2X, 3, 4X AND 5X or sizes equivalent up to waist size of 55 inches, at no additional charge to the County, including order, in Men and Women sizes.

Work Pants - Durable press, 65% polyester / 35% combed cotton, plain front, front and back pockets, reinforced stress point and button front closure.

Cotton Work Pants – 100% pre-shrunk cotton twill, wrinkle-resistant finish, plain front, front and back pockets with ratcheting zipper with button closure.

Executive Pants – Cotton/Polyester, Wrinkle resistant and with a single hook and eye closure or button, two welt back pockets and front quarter pockets, brass zippers, pleated fronts, straight leg style and non-roll waistband.

Denim Blue Jeans, pre-shrunk, two front pockets with watch pocket, two back pockets, brass zipper, button or snap at waist, 100% cotton.

Flame Resistant Pants - Red Kap # PC94 or “Approved Equal”, approximately 9 oz. twill, 100% cotton, brass ratcheting zipper, button closure and inner-lined waistband. Two set in slack style front pockets, two single welted hip pockets, left hip pocket has button closure.

Shorts – 65% polyester / 35% cotton pleated front, .25 oz. twill with stain release, deep front pockets, two back pockets, lined front fly, brass zipper, available in flat or pleated fronts.

Women’s Skirt – Durable press 65% polyester 35% combed cotton permanent press mid calf women skirt.

#### **Detailed Specifications (Continued):**

Coveralls, Red Kap, Reed Flex or “Approved Equal”. Durable press 65% polyester/35% combed cotton permanent press with soil release and wicking action. Insulated option/non-insulated option and safety stitched.

Jacket - Hip length 65/35 medium weight twill, quilted perm-lining, two slash pockets and tricep pencil pocket with solid brass zipper Cintas #970 or “Approved Equal”.

Enhanced Visibility Jacket - Hip length 65/35 medium weight twill, quilted perma-lining, two slash pockets and tricep pencil pocket, two 1/2 inch enhanced visibility trim across pockets, down sleeves from shoulder to sleeve ends and two horizontal stripes across the back with solid brass zipper Cintas #970 or “Approved Equal”.

**SIGN AND RETURN THIS FORM WITH YOUR BIDS\*\***  
**SOLICITATION, OFFER AND AWARD FORM**

**BID FORM**

**SUBMIT OFFERS TO:**

Lester L. Boyd, Purchasing Specialist  
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) 595-4944 Fax No: (850) 595-4805

ESCAMBIA COUNTY FLORIDA

**Invitation to Bid**

Uniform Rental Services Contract  
PD 15-06.012

**SOLICITATION**

MAILING DATE: Tuesday, December 01, 2015

OFFERS WILL BE RECEIVED UNTIL: 10:30 a.m., CST, Tuesday, December 01, 2015, and may not be withdrawn within 90 days after such date and time.

Bid opening will be held at the Office of Purchasing, 213 Palafox Place, Matt Langley Bell III Building, Pensacola, FL 32502 in Conference Room #11.407 on Tuesday, December 01, 2015 at 10:30 a.m., CST.

**POSTING OF SOLICITATION TABULATIONS**

Solicitation tabulations with recommended awards will be posted for review by interested parties at the County Office of Purchasing and will remain posted for a period of two (2) business days. Failure to file a protest in writing within two (2) business days after posting of the solicitation tabulation shall constitute a waiver of any protest relating to this solicitation. All protests must be filed with the Office of Purchasing. They will be handled according to the Escambia County Purchasing Ordinance.

**OFFER**

(SHALL BE COMPLETED BY OFFEROR)

FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER:

41-1670526

DELIVERY DATE WILL BE 6 weeks AFTER RECEIPT OF PURCHASE ORDER.

VENDOR NAME:

G&K Services

ADDRESS:

361 St Louis St

CITY, ST. & ZIP:

Mobile, AL 36602

PHONE NO.:

(251) 432-4474

TOLL FREE NO.:

(800) 313-4474

FAX NO.:

(251) 433-4627

TERMS OF PAYMENT:

10th of the month

REASON FOR NO OFFER:

BID BOND ATTACHED \$ 1,000.00

I certify that this offer is made without prior understanding, agreement, or connection, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the offeror and that the offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the offeror agrees that if the offer is accepted, the offeror will convey, sell, assign or transfer to Escambia County Florida all rights title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by Escambia County Florida. At the County's discretion such assignment shall be made and become effective at the time the County tenders final payment to the offeror.

Michael McGatha, ISR  
NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER

(TYPED OR PRINTED)

29/29  
SIGNATURE OF PERSON AUTHORIZED TO SIGN OFFER  
(MANUAL)

**\*\*Failure to execute this Form binding the bidder offer shall result in this bid being rejected as non-responsive.**

In accordance with your "Invitation for Bids" and "Instructions to Bidders" for PD 15-16.012, Uniform Rental Services Contract, 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:



**BID FORM**  
**Specification Number: PD 15-16.012**  
**Uniform Rental Services Contract**

Board of County  
Escambia County, Florida  
Pensacola, Florida 32502

**Commissioners:**

In accordance with your "Invitation for Bids" and "Instructions to Bidders" for Uniform Rental Services Contract, 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:

Line Item #	Description	Qty Total	Unit Price	Total Cost	Replacement Cost
1	Oxford Shirts - Long Sleeve - Men	36	.12	4.32	5.00
2	Oxford Shirts - Short Sleeve- Men	124	.12	14.88	5.00
3	Oxford Shirts - Long Sleeve - Women	0	.12	0.00	5.00
4	Oxford Shirts - Short Sleeve - Women	11	.12	1.32	5.00
5	65/35 Regular Work Shirts - Long Sleeve - Men	31	.11	3.41	5.00
6	65/35 Regular Work Shirts - Short Sleeve - Men	181	.11	19.91	5.00
7	65/ 35 Regular Work Shirts - Long Sleeve - Women	15	.11	1.65	5.00
8	65/ 35 Regular Work Shirts - Short Sleeve - Women	51	.11	5.61	5.00
9	Striped/Micro Check Work Shirts - Long Sleeve - Men	80	.11	8.80	5.00
10	Striped/Micro Check Work Shirts - Short Sleeve - Men	382	.11	42.02	5.00
11	Striped Work Shirts - Long Sleeve - Women	77	.11	8.47	5.00
12	Striped Work Shirts - Short Sleeve - Women	0	.11	0.00	5.00
13	Regular Work Polo Shirts - Short Sleeve - Men	40	.18	7.20	5.00
14	Regular Work Polo Shirts - Short Sleeve - Women	0	.18	0.00	5.00
15	Work Shirts - Long Sleeve - Men	10	.11	1.10	5.00
16	Work Shirts - Short Sleeve - Men	43	.11	4.73	5.00
17	Work Shirts - Long Sleeve - Women	0	.11	0.00	5.00
18	Work Shirts - Short Sleeve - Women	0	.11	0.00	5.00
19	Flame Resistant Shirts, Long Sleeve - Men	0	0.00	0.00	0.00
20	Flame Resistant Shirts, Long Sleeve - Women	0	0.00	0.00	0.00
21	Enhanced Visibility Shirts, Gray w/Orange Stripes - Long Sleeve	0	.30	0.00	10.00
22	Enhanced Visibility Shirts, Gray w/Orange Stripes - Short Sleeve	0	.30	0.00	10.00
23	Enhanced Visibility Shirts, Yellow w/ Reflective Stripes - Long Sleeve	53	.30	15.90	10.00
24	Enhanced Visibility Shirts, Yellow w/ Reflective Stripes - Short Sleeve	193	.30	57.90	10.00
25	Chambray Shirt - Long Sleeve - Men	1	.11	.11	5.00
26	Chambray Shirt - Short Sleeve - Men	2	.11	.22	5.00
27	Denim Shirt - Long Sleeve - Women	0	.11	0.00	5.00
28	Denim Shirt - Short Sleeve - Women	0	.11	0.00	5.00
29	65/35 Work Pants - Men	827	.14	115.78	5.00
30	65/35 Work Pants -Women	121	.14	16.94	5.00

Line Item #	Description	Qty Total	Unit Price	Total Cost	Replacement Cost
31	65/35 Work Pants-Cargo-Men	13	.17	2.21	5.00
32	Pant, Twill - Men	5	.17	.85	5.00
33	Pants, Flame Resistant - Men	0	0.00	0.00	0.00
34	Pants, Flame Resistant - Women	0	0.00	0.00	0.00
35	Executive Slacks - Men	21	.17	3.57	5.00
36	Executive Slacks - Women	0	.17	0.00	5.00
37	Vendor Brand Denim Jeans - Men	1126	.17	191.42	5.00
38	Name Brand Denim Jeans - Men	0	.17	0.00	5.00
39	Vendor Brand Denim Jeans - Women	11	.17	1.87	5.00
40	Name Brand Denim Jeans - Women	0	.17	0.00	5.00
41	Pleated Shorts	50	.17	8.50	5.00
42	Skirts - Women	7	.14	.98	5.00
43	Coveralls	21	.25	5.25	5.00
44	65/35 Jackets	144	0.00	0.00	5.00
45	Enhanced Visibility Jackets w/ Stripes	0	0.00	0.00	5.00
46	Enhanced Visibility Jacket, ANSI Class 3 Safety, Yellow	0	0.00	0.00	5.00
47	Shop Towels 18 x 18 wipes	600	.05	30.00	.50
48	Door Mat - 4' x 6'	11	2.30	25.30	0.00
49	Door Mat - 3' x 5'	5	1.65	8.25	0.00
50	Door Mat - 3' x 10'	5	2.80	14.00	0.00
51	Coveralls (Nomex FR)	1	1.50	1.50	15.00
52	Dri-Fit Polo 100%-Short Sleeve - Mens	42	.18	7.56	5.00
		0			
	<b>TOTAL</b>	<b>4,340</b>		<b>631.53</b>	





## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

**AI-9650**

**County Administrator's Report 13. 8.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 01/21/2016

**Issue:** PD 15-16.018, Grounds Keeping for West Florida Libraries  
Maintenance Agreement

**From:** Claudia Simmons, Purchasing Manager

**Organization:** Asst County Administrator - Lovoy

**CAO Approval:**

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### **RECOMMENDATION:**

Recommendation Concerning the Contract for Grounds Keeping for West Florida Libraries  
Maintenance Agreement - Claudia Simmons, Office of Purchasing, Purchasing Manager

That the Board award Contract PD 15-16.018, Grounds Keeping for West Florida Libraries Maintenance Agreement, to Gulf Coast Environmental Contractors, Inc., and approve the Agreement for the Grounds Keeping for West Florida Libraries Maintenance Agreement, PD 15-16.018, between Escambia County, Florida, and Gulf Coast Environmental Contractors, Inc., in the amount of \$11,490 annually, for a term of 36 months with two 12-month options to extend.

The Office of Purchasing advertised the Solicitation on December 16, 2015. Fifty vendors were notified that specialize in Grounds Keeping Maintenance and landscaping Services. Eight licensed grounds maintenance and landscaping service companies submitted bids, and one bid was received and accepted on January 5, 2016, from Gulf Coast Environmental Contractors, Inc., which was the most reasonable and responsive bidder.

[Funding: Fund 113, Library Fund, Cost Center 110502, Object Code 53401 Other Contractual Services]

### **BACKGROUND:**

This Service and Maintenance Contract is for 3 of the 7 Library properties of the West Florida Public Library system. These locations are the Main Downtown Library at 200 West Gregory Street, the Southwest Branch Library at 12248 Gulf Beach Highway, and the Century Branch Library at 7991 Century Boulevard. The Invitation to Bid was solicited on December 16, 2015 and sealed bids were opened on January 5, 2016. Eight licensed grounds maintenance and landscaping companies submitted bids with Gulf Coast Environmental Contractors, Inc., being the most reasonable and responsive bidder. This is a 36-month service and maintenance contract with the option



to exercise (2) additional 12-month extensions for a total contract of up to 60 months. The annual cost for providing grounds maintenance services to these 3 locations is \$11,490.00

**BUDGETARY IMPACT:**

Funding: Fund 113, Library Fund, Cost Center 110502, Object Code 53401, Other Contractual Services

**LEGAL CONSIDERATIONS/SIGN-OFF:**

Assistant County Attorney, Kristin Hual prepared the Agreement.

**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, Purchasing and Contracts. The Office of Purchasing advertised the Invitation to Bid PD 15-16.018, on December 16, 2015 fifty vendors were notified, and one vendor was the most reasonable and responsive bidder that was selected for recommendation by the Facility Management Department.

**IMPLEMENTATION/COORDINATION:**

The Office of Purchasing will distribute the Contract and Purchase Orders.

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**Attachments**

Bid Tab

Agreement

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# PUBLIC NOTICE OF RECOMMENDED AWARD

BID TABULATION		DESCRIPTION: Grounds Keeping for West Florida Libraries Maintenance Agreement BID # PD 15-16.018							
Bid Opening Time: 10:30 am CST Bid Opening Date: 01/05/2016 Bid Opening Location: Rm 11.407	Cover Sheet/ Acknowledgement.	Drug-Free Workplace Form	Information Sheet for Transactions & Conveyances Corporation ID	Certificate of Authority to do Business in the State of Florida	Certificate of Insurance	Sworn Statement Pursuant to Section 287.133(3) (a), FL Statutes on Entity Crimes	Main Downtown Library	SW Branch Library	Century Branch Library
NAME OF BIDDER									
Executive Landscaping, Inc.	Y	Y	Y	Y	Y	Y	\$9,905	\$2,572.50	\$3,315
Escape Landscaping and Lawn Care	Y	Y	Y	Y	Y	Y	\$4,600	\$4,600	\$4,600
Hoosier Lawn Guy?	Y	Y	Y	Y	Y	Y	\$4,465	\$4,120	\$3,880
Wallace Sprinkler & Supply, In.	Y	Y	Y	Y	Y	Y	\$7,000	\$4,000	\$4,000
Emerald Coast Grass Co., LLC	Y	Y	Y	Y	Y	Y	\$9,124.75	\$4,512.50	\$3,267.50
Common Area Solutions	Y	Y	Y	Y	Y	Y	\$9,600	\$9,100	\$8625
West Pensacola Lawn Care LLC	Y	Y	Y	Y	Y	Y	\$4,916.66	\$4,916.66	\$4,916.66
Gulf Coast Environmental Contractors, Inc.	Y	Y	Y	Y	Y	Y	\$7,160	\$2,125	\$2,205
BIDS OPENED BY:	Lester L. Boyd, Purchasing Specialist				DATE: 1/05/2016				
BIDS TABULATED BY:	Lori Kistler, Purchasing SOSA				DATE: 1/05/2016				
BIDS WITNESSED BY:	Lori Kistler, Purchasing SOSA				DATE: 1/05/2016				

## CAR AGENDA 1/21/2016 BCC MEETING 1/21/2016 REVIEW

The Purchasing Manager/Designee recommends to: Award an Agreement to Gulf Coast Environmental Contractors, Inc., in an annual amount of \$11,490  
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:

Posted @ 1:00pm CST on 1/08/2016

 LLB/lk

## **AGREEMENT FOR MAINTENANCE SERVICES PD 15-16.018**

**THIS AGREEMENT** is made this \_\_\_ day of \_\_\_\_\_, 2016, by and between Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County"), whose mailing address is 221 Palafox Place, Pensacola, Florida 32502, and Gulf Coast Environmental Contractors, Inc. (hereinafter referred to as "Contractor"), a for-profit corporation authorized to conduct business in the State of Florida, whose federal identification number is 59-3735170, and whose principal address is 1765 East Nine Mile Road, Suite 1, Unit 110, Pensacola, FL 32514.

### **WITNESSETH:**

**WHEREAS**, on December 16, 2015, the County issued an Invitation to Bidders (PD 15-16.018) seeking a contractor to perform grounds keeping for the West Florida Public Library System, to include the Downtown Library, Century Branch and Southwest Branch; and

**WHEREAS**, the Contractor was the most responsive and responsible bidder proposing to provide such services; and

**WHEREAS**, the County desires to enter into an agreement with the Contractor for the provision of such services as set forth herein.

**NOW, THEREFORE**, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and the Contractor agree as follows:

1. **Recitals.** The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.
2. **Term.** This Agreement shall commence on the date last executed and continue for a term of three (3) years. Upon mutual agreement of the parties, the Agreement may be renewed for two additional twelve (12) month terms, up to a maximum of sixty (60) months. After all options to extend have been exercised, the County may unilaterally extend this Agreement up to an additional six (6) months. The total duration of this agreement shall not exceed 5.5 years.
3. **Scope.** Contractor agrees to perform in accordance with the terms and conditions as outlined in Escambia County's Invitation to Bidders for Grounds Keeping for West Florida Libraries, Specification No. P.D. 15-16.018, attached hereto as **Exhibit A**. In the event of a conflict between the terms of the Exhibit referenced above and this Agreement, the terms of this Agreement shall prevail.
4. **Compensation.** In exchange for Contractor's provision of the scope of services referenced in Section 3 above, County shall pay Contractor in accordance with the Bid Form, attached hereto as **Exhibit B**.

5. Purchase Orders. The County shall issue written purchase orders to the Contractor on an as-needed basis. The services shall be described in detail and the time frame in which the services need to be accomplished will be stated in the purchase order. No minimum quantity is guaranteed during the term of this agreement, and only services ordered pursuant to a purchase order may be compensated.
6. Method of Payment/Billing. Contractor may request payment from County by the submission of a properly executed original invoice. Invoices shall reflect the amount due and owing for the value of items received and accepted with appropriate supporting documentation. The County agrees it shall make its best efforts to pay Contractor within thirty (30) days of receipt and approval of Contractor's invoice. Payments under this agreement and interest on any late payments shall be governed by and construed in accordance with the Florida Prompt Payment Act, §§218.70, et seq., Florida Statutes, as amended.
7. Price Adjustments. Written request for price adjustment may be made every year, no less than 30 days prior to the annual anniversary of the agreement. Any increase price adjustment(s) shall be accompanied by written justification attesting that the request is a bona fide cost increase to the Contractor. 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.
8. Termination. This Agreement will be subject to immediate termination for cause by County and may be terminated for convenience by County upon providing thirty (30) days written notice to Contractor. This Agreement may be terminated for cause by the Contractor upon providing ninety (90) days written notice to the County. In the event of termination by either party as provided herein, the Contractor shall be paid for services provided through the date of termination.
9. Indemnification. Contractor shall indemnify, defend, and hold harmless Escambia County, and its officers, directors, employees, and affiliates, from and against any and all liability, loss, cost, or expense including, without limitation, reasonable attorney's fees, arising out of or in connection with the negligence, recklessness, or wrongful misconduct of Contractor in the performance of its duties and obligations pursuant to this Agreement. The parties understand and agree that such indemnification by the Contractor relating to any matter, which is the subject of this Agreement, shall extend throughout the term of this Agreement and any statutes of limitation thereafter. 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 relating to this Agreement. 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.

10. Insurance. The Contractor is required to carry the following insurance:

(a) Commercial General Liability, Form CG1, with \$1,000,000 per occurrence. Excess or umbrella insurance may be purchased to make up the difference, if any, between the policy limits of the underlying policies.

(b) Business Automobile Liability with \$1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.

(c) Florida statutory Workers' Compensation.

(d) It is understood and agreed by the parties that in the event that the Contractor consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

(e) Contractor agrees all liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be "A" or other Secure Best Rating with a minimum financial size of "VII", according to the A.M. Best Key Rating Guide Latest Edition. The insurance policies shall be endorsed to provide at least 30 days advance notice of cancellation, nonrenewal or adverse change. Such notices shall be mailed to Escambia County, Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32597.

(f) The Board of County Commissioners and Escambia County shall be endorsed as "additional insureds" on all liability policies (except Workers' Compensation and professional liability). Certificates of Insurance shall be provided to Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32597 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County. The Board of County Commissioners and Escambia County shall also be the certificate holders.

11. Independent Contractor Status. In the performance of this Agreement hereunder, Contractor is an independent contractor. Contractor shall not hold itself out as an employee, agent or servant of the County; and Contractor shall not have the power or authority to bind the County in any promise, agreement or representation, other than as specifically provided in this Agreement or as may be expressly provided hereafter in writing by an authorized official of the County.

12. Notice. Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. Unless

otherwise notified in writing of a new address, notice shall be made to each party as follows:

To: Gulf Coast Environmental  
Contractors, Inc.  
Attention: Tracy Hayes  
1765 E Nine Mile Rd.  
Suite 1, Unit 110  
Pensacola, FL 32514

To: Escambia County  
Attention: County Administrator  
221 Palafox Place, Suite 420  
Pensacola, Florida 32502

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

13. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in the County of Escambia.

14. Public Records. The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Contractor and surety, if any, seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract.

15. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

16. Compliance with Laws. Contractor agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement, including, but not limited to, all Occupational Safety and Health Administration (OSHA) requirements and the provisions of Chapter 442, Florida Statutes.

17. Assignment of Agreement. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by Contractor without the prior written consent of the County. However, the Agreement



shall run with the Escambia County Board of County Commissioners and its successors.

18. Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

19. Annual Appropriation. Pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the County's performance and obligation to fund this Agreement shall be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement on the respective dates under each signature:

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

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Jack R. Brown, County Administrator

Date: \_\_\_\_\_, 2016

**CONTRACTOR: GULF COAST**  
**ENVIRONMENTAL CONTRACTORS, INC.**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Tracy Hayes, President

\_\_\_\_\_  
Witness

Date: \_\_\_\_\_

Approved as to form and legal  
sufficiency.

By/Title: Edith HGT  
Date: 1/12/16



ESCAMBIA COUNTY FLORIDA  
INVITATION TO BID  
BIDDER'S CHECKLIST

GROUNDS KEEPING FOR WEST FLORIDA LIBRARIES MAINTENANCE AGREEMENT

SPECIFICATION PD 15-16.018

• 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:**

- BID FORMS (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
- FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION – LICENSE(S), CERTIFICATION(S)  
AND/OR REGISTRATION(S)
- WRITTEN OPINION OF AN ATTORNEY FROM A FOREIGN STATE AS TO BID PREFERENCES

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**

**GROUNDS KEEPING FOR WEST FLORIDA LIBRARIES MAINTENANCE AGREEMENT**

**SPECIFICATION NUMBER PD 15-16.018**

**BIDS WILL BE RECEIVED UNTIL: 10:30 A.M., Tuesday, January 5, 2016**

**A Pre-Solicitation Conference will be held at the Office of Purchasing, 213 Palafox Place, Matt Langley Bell III Building, Pensacola, FL 32502 in Conference Room #11.407 on Tuesday, December 29, 2015 at 10:30 A.M., CST**

**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**

**Grover C. Robinson, IV, Chairman  
Wilson B. Robertson, Vice Chairman  
Douglas Underhill  
Lumon J. May  
Steven Barry**

**Procurement Assistance:**

**Lester L. Boyd  
Purchasing Specialist  
Office of Purchasing, 2<sup>nd</sup> Flr.  
Matt Langley Bell III, Building  
213 Palafox Place  
Pensacola, FL 32502  
Tel: (850) 595-4944  
Fax: (850) 595-4805**

**Technical Assistance:**

**David Wheeler, CFM  
Facilities Management  
100 Blount Street  
Pensacola, Florida 32501  
Tel: (850) 595-3190  
Fax: (850) 595-3192**

**SPECIAL ACCOMMODATIONS:**

**Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing, (850) 595-4980 at least five (5) working days prior to the solicitation opening.**

**NOTICE**

**It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.**

## **NOTICE**

In accordance with Sec. 46-110(e) of the Escambia Code of Ordinances, all bid solicitation documents shall include the following notice to vendors of the local vendor preference policy:

(Revised 10/31/2013)

**Preference in purchase of commodities and services by means of competitive bid.**

Except where federal or state law, or any other funding source, mandates to the contrary, Escambia County may give preference to local businesses in the following manner:

**Competitive bid (local price match option).** Each formal competitive bid solicitation (i.e. sealed bids) shall clearly identify how the price order of the bids received will be evaluated and determined.

When a qualified and responsive, non-local business submits the lowest price bid amount between \$50,000 and \$249,999, and the bid submitted by one or more qualified and responsive local businesses is within **five percent (5%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e.; the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between \$250,000 and \$999,999, and the bid submitted by one or more qualified and responsive local businesses is within **three percent (3%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e.; the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount in excess of \$1,000,000, and the bid submitted by one or more qualified and responsive local businesses is within **two percent (2%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e.; the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

In such instances, staff shall first verify whether the lowest non-local bidder and the lowest local bidder are in fact qualified and responsive bidders. Next, the purchasing department shall invite the lowest local bidder in writing to submit a matching offer which shall be submitted in writing to the office of purchasing within five (5) business days thereafter.

If the lowest local bidder does not respond or otherwise submits a written offer that does not fully match the lowest bid from the lowest non-local bidder tendered previously then award shall be made to the lowest overall qualified and responsive non-local bidder.

In the event a local bidder is awarded a contract pursuant to this section, any requests for change orders increasing the cost of the project must be approved by the Board of County Commissioners.

Effective July 1, 2015, the County may not use a local preference "for a competitive solicitation for construction services in which **50 percent or more** of the cost will be paid from state appropriated funds which have been appropriated at the time of the competitive solicitation. For any such solicitation, the County must disclose in the bid package that "any applicable local ordinance or regulation does not include any local preference..." See §255.0991, Florida Statutes

**GROUND KEEPING FOR WEST FLORIDA LIBRARIES MAINTENANCE AGREEMENT**

**PD 15-16.018**

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**Forms marked with a (\*\* Double Asterisk) should be returned with Offer.**

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# **SIGN AND RETURN THIS FORM WITH YOUR BIDS\*\*** **SOLICITATION, OFFER AND AWARD FORM**

## **BID FORM**

### **SUBMIT OFFERS TO:**

**Lester L. Boyd, Purchasing Specialist**  
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) 595-4944  
Fax No: (850) 595-4805

**ESCAMBIA COUNTY FLORIDA**

### **Invitation to Bid**

**Grounds Keeping for West Florida Libraries,  
Maintenance Agreement  
PD 15-16.018**

## **SOLICITATION**

**MAILING DATE:** Tuesday, December 16, 2015, CST. **OFFERS WILL BE RECEIVED UNTIL:** 10:30 a.m., CST, Tuesday, January 5, 2016, and may not be withdrawn within 90 days after such date and time.

Pre-Solicitation conference will be held at the Office of Purchasing, 213 Palafox Place, Matt Langley Bell III Building, Pensacola, FL. 32502, in Conference Room #11.407 on Tuesday, December 29, 2015 at 10:30 A.M., CST.

## **POSTING OF SOLICITATION TABULATIONS**

Solicitation tabulations with recommended awards will be posted for review by interested parties at the County Office of Purchasing and will remain posted for a period of two (2) business days. Failure to file a protest in writing within two (2) business days after posting of the solicitation tabulation shall constitute a waiver of any protest relating to this solicitation. All protests must be filed with the Office of Purchasing. They will be handled according to the Escambia County Purchasing Ordinance.

## **OFFER**

**(SHALL BE COMPLETED BY OFFEROR)**

**FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER:**

**TERMS OF PAYMENT:**

**DELIVERY DATE WILL BE \_\_\_\_\_ DAYS AFTER RECEIPT OF PURCHASE ORDER.**

**VENDOR NAME:** \_\_\_\_\_

**REASON FOR NO OFFER:**

**ADDRESS:** \_\_\_\_\_

**CITY, ST. & ZIP:** \_\_\_\_\_

**PHONE NO.:** (\_\_\_\_) \_\_\_\_\_

**BID BOND ATTACHED \$ N/A**

**TOLL FREE NO.:** (\_\_\_\_) \_\_\_\_\_

**FAX NO.:** (\_\_\_\_) \_\_\_\_\_

I certify that this offer is made without prior understanding, agreement, or connection, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the offeror and that the offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the offeror agrees that if the offer is accepted, the offeror will convey, sell, assign or transfer to Escambia County Florida all rights title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by Escambia County Florida. At the County's discretion such assignment shall be made and become effective at the time the County tenders final payment to the offeror.

**NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER**

**(TYPED OR PRINTED)**

**\*\***

**SIGNATURE OF PERSON AUTHORIZED TO SIGN OFFER  
(MANUAL)**

**\*\*Failure to execute this Form binding the bidder offer shall result in this bid being rejected as non-responsive.**

In accordance with your "Invitation for Bids" and "Instructions to Bidders" for PD 15-16.018, Grounds Keeping for West Florida Libraries Maintenance Agreement, 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:

**BID FORM**  
**Specification Number: PD 15-16.018**  
**Grounds Keeping for West Florida Libraries Maintenance Agreement**

Board of County  
Escambia County, Florida  
Pensacola, Florida 32502

**Commissioners:**

In accordance with your "Invitation for Bid" and "Instructions to Bidders" for Grounds Keeping for West Florida Libraries Maintenance Agreement, 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:

**Main Downtown Library**  
**200 W. Gregory Street**  
**Pensacola, FL 32502**

Description	Frequency per year	Cost per Visit	Total
Mowing, Weedeat, Edging, Blowing October-February (1 cut per month), March-September (2 cuts per month)	19	\$	\$
Pruning of Hedges March, June, & October	3	\$	\$
Mulching with Pine Straw (November & May)	2	\$	\$
Spray Hard Surfaces (@ every mowing)	19	\$	\$
Treat grass area for fungicide, pesticide, weed control, and fertilization	3	\$	\$
Treat flower beds for fungicide, pesticide, weed control and fertilization	19	\$	\$
Pull weeds from beds (@ every mowing)	19	\$	\$
Total cost for the year			\$

**Southwest Branch Library**  
**12248 Gulf Beach Highway**  
**Pensacola, FL 32507**

Description	Frequency per year	Cost per Visit	Total
Mowing, Weedeat, Edging, Blowing October-February (1 cut per month), March-September (2 cuts per month)	19	\$	\$
Pruning of Hedges March, June, & October	3	\$	\$
Mulching with Pine Straw (November & May)	2	\$	\$

Spray Hard Surfaces (@ every mowing)	19	\$	\$
Treat grass area for fungicide, pesticide, weed control, and fertilization	3	\$	\$
Treat flower beds for fungicide, pesticide, weed control and fertilization	19	\$	\$
Pull weeds from beds (@ every mowing)	19	\$	\$
Total cost for the year			\$

**Century Branch Library**  
**7991 Century Blvd**  
**Century, FL 32535**

<b>Description</b>	<b>Frequency per year</b>	<b>Cost per Visit</b>	<b>Total</b>
Mowing, Weedeat, Edging, Blowing October-February (1 cut per month), March-September (2 cuts per month)	19	\$	\$
Pruning of Hedges March, June, & October	3	\$	\$
Mulching with Pine Stra(November & May)	2	\$	\$
Spray Hard Surfaces (@ every mowing)	19	\$	\$
Treat grass area for fungicide, pesticide, weed control, and fertilization	3	\$	\$
Treat flower beds for fungicide, pesticide, weed control and fertilization	19	\$	\$
Pull weeds from beds (@ every mowing)	19	\$	\$
Total cost for the year			\$



**CONTRACTOR REQUIREMENTS:**

Acknowledgement is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No: \_\_\_\_\_ Date \_\_\_\_\_ Addendum No: \_\_\_\_\_ Addendum No: \_\_\_\_\_  
Date \_\_\_\_\_ Addendum No: \_\_\_\_\_ Date \_\_\_\_\_

(PLEASE TYPE INFORMATION BELOW)

**SEAL IF BID IS BY CORPORATION**

State of Florida Department of State Certificate of Authority  
Document Number: \_\_\_\_\_

Occupational License No: \_\_\_\_\_

Florida DBPR Contractor's License, Certification, and/or,

Registration No: \_\_\_\_\_

Type of Contractor's License, Certification, and/or,  
Registration: \_\_\_\_\_

Expiration Date: \_\_\_\_\_

**Terms of Payment**

(Check one): Net 30 Days \_\_\_\_\_ 2% 10<sup>th</sup> Prox \_\_\_\_\_

Will your company accept Escambia County Purchasing  
Cards? Yes \_\_\_\_\_ No \_\_\_\_\_

Will your company accept Escambia County Direct  
Payment Vouchers? Yes \_\_\_\_\_ No \_\_\_\_\_

County Permits/Fees required for this project:

Permit Cost

NONE KNOWN \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Bidder: \_\_\_\_\_

By: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Person to Contact Concerning the Bid:

\_\_\_\_\_

Phone/Toll/Fax

E-Mail Address

\_\_\_\_\_

Home Page Address: \_\_\_\_\_

\_\_\_\_\_

Person to contact for Emergency service:

\_\_\_\_\_

Phone/Cell/Pager No: \_\_\_\_\_

\_\_\_\_\_

Person to contact for Disaster service:

\_\_\_\_\_

Home Address: \_\_\_\_\_

\_\_\_\_\_

Home Phone/Cell/Pager: \_\_\_\_\_

\_\_\_\_\_

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),  
FLORIDA STATUTES, ON ENTITY CRIMES**

1. This sworn statement is submitted to \_\_\_\_\_  
(print name of the public entity)
- by \_\_\_\_\_  
(print individual's name and title)
- for \_\_\_\_\_  
(print name of entity submitting sworn statement)

whose business address is

\_\_\_\_\_  
\_\_\_\_\_

and (if applicable) its Federal Employer Identification Number (FEIN) is:

\_\_\_\_\_

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: \_\_\_\_\_)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any 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 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, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
  - c. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on

contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

- d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (indicate which statement applies.)

\_\_\_\_\_ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order)

**I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT HIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.**

\_\_\_\_\_  
(signature)

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_

Personally known \_\_\_\_\_

OR produced identification \_\_\_\_\_ Notary Public - State of \_\_\_\_\_

\_\_\_\_\_ My commission expires \_\_\_\_\_

\_\_\_\_\_  
(Type of identification)

\_\_\_\_\_  
(Printed typed or stamped commissioned name of notary public)

### Drug-Free Workplace Form

The undersigned vendor, in accordance with Florida Statute 287.087 hereby certifies that  
\_\_\_\_\_ does:

\_\_\_\_\_  
Name of Business

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business' s policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.
4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

**Check one:**

\_\_\_\_\_ As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.

\_\_\_\_\_ As the person authorized to sign this statement, this firm does not comply fully with the above requirements.

\_\_\_\_\_  
Offeror's Signature

\_\_\_\_\_  
Date

**Information Sheet  
For Transactions and Conveyances  
Corporation Identification**

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital all information is accurate and complete. Please be certain all spelling, capitalization, etc. is exactly as registered with the state or federal government.

Is this a Florida Corporation (Please Circle One)  
Yes or No

If not a Florida Corporation,

In what state was it created:

Name as spelled in that State:

\_\_\_\_\_

What kind of corporation is it: "For Profit" or "Not for Profit"

Is it in good standing: Yes or No

Authorized to transact business  
in Florida:

Yes or No

State of Florida Department of State Certificate of Authority Document No.: \_\_\_\_\_

Does it use a registered fictitious name: Yes or No

Names of Officers:

President: \_\_\_\_\_ Secretary: \_\_\_\_\_

Vice President: \_\_\_\_\_ Treasurer: \_\_\_\_\_

Director: \_\_\_\_\_ Director: \_\_\_\_\_

Other: \_\_\_\_\_ Other: \_\_\_\_\_

Name of Corporation (As used in Florida):

\_\_\_\_\_  
(Spelled exactly as it is registered with the state or federal government)

Corporate Address:

Post Office Box: \_\_\_\_\_

City, State Zip: \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

(Please provide post office box and street address for mail and/or express delivery; also for recorded instruments involving land)

(Please continue and complete page 2)

Page 2 of 2  
Corporate Identification

**Federal Identification Number:** \_\_\_\_\_  
(For all instruments to be recorded, taxpayer's identification is needed)

**Contact person for company:** \_\_\_\_\_  
**Telephone Number:** \_\_\_\_\_ **Facsimile Number:** \_\_\_\_\_

**Name of individual who will sign the instrument on behalf of the company:**

\_\_\_\_\_  
(Upon Certification of Award, Contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Purchasing)

(Spelled exactly as it would appear on the instrument)

**Title of the individual named above who will sign on behalf of the company:**

\_\_\_\_\_

END

---

(850) 488-9000      Verified by: \_\_\_\_\_ Date: \_\_\_\_\_

## **ESCAMBIA COUNTY, FLORIDA GENERAL TERMS and CONDITIONS**

**The following General Terms and Conditions are incorporated by reference and have the same legal effect as if printed in its entirety.**

A full textual copy of these conditions may be obtained by visiting the Office of Purchasing Home Page (see 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.

**Bid Information** See Home Page URL: <http://www.mvescambia.com/departments/purchasing>  
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. **Inspection, Acceptance and Title**
13. **Governmental Restrictions**
14. **Legal Requirements**
15. **Patents and Royalties**
16. **Price Adjustments**
17. **Cancellation**
18. **Abnormal Quantities**
19. **Advertising**
20. **Assignment**
21. **Liability**
22. **Facilities**
23. **Distribution of Certification of Contract**



**ESCAMBIA COUNTY , FLORIDA GENERAL TERMS and CONDITIONS**  
**The following General Terms and Conditions are incorporated by reference (continued).**

- 24. **The Successful Bidder(s) must Provide**
- 25. **Addition/deletion of Items**
- 26. **Ordering Instructions**
- 27. **Public Records**
- 28. **Delivery**
- 29. **Samples**
- 30. **Additional Quantities**
- 31. **Service and Warranty**
- 32. **Default**
- 33. **Equal Employment Opportunity**
- 34. **Florida Preference**
- 35. **Contractor Personnel**
- 36. **Award**
- 37. **Uniform Commercial Code**
- 38. **Contractual Agreement**
- 39. **Payment Terms/Discounts**
- 40. **Improper Invoice; Resolution of Disputes**
- 41. **Public Entity Crimes**
- 42. **Suspended and Debarred Vendors**
- 43. **Drug-Free Workplace Form**
- 44. **Information Sheet for Transactions and Conveyances**
- 45. **Copies**
- 46. **License and Certifications** - For access to Certification/Registration Form for doing Business in  
Florida go to the Department of State, Division of Corporations,  
URL:<http://ccfcorp.dos.state.fl.us/corpweb/inquiry/search.html>
- 47. **Execution of Contract**
- 48. **Purchase Order**
- 49. **No Contingent Fees**
- 50. **Solicitation Expenses**
- 51. **On-Line Auction Services**

## **SPECIAL TERMS AND CONDITIONS**

The Board of County Commissioners, Escambia County, Florida, invites your company to submit a sealed offer on the item(s) as listed in this solicitation request.

All terms and conditions below are a part of this request, and no offer will be accepted unless all these conditions have been complied with. The County reserves the right to waive informalities in any offer; to reject any or all offers, in whole or in part, and/or to accept the offer(s) that in its judgment is from the lowest and most responsible and responsive offeror(s).

### **Instructions to Offerors**

#### **1. General Information**

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed to 213 Palafox Place, Room 11.101, Pensacola, Florida 32502 or delivered to the Office of Purchasing, 2nd floor, Room 11.101, Matt Langley Bell, III Bldg., 213 Palafox Place, Pensacola, Florida 32502, in a sealed envelope clearly marked:

**Specification Number PD 15-16.018, "Grounds Keeping for West Florida Libraries Maintenance Agreement", 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. Procurement Questions**

Procurement questions may be directed to Lester L. Boyd, Purchasing Specialist, Phone (850) 595-4944, Fax (850) 595-4805. Technical questions may be directed to David W. Wheeler, CFM, Facilities Management, (850) 595-3190, Fax (850) 595-3192. The last day for Vendors questions is listed as **Thursday, December 31, 2015, at 01:00 P.M., CST**

### **3. Bid Forms**

This Solicitation contains a Bid Form which shall be submitted in a sealed envelope, with Original signature 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.

### **4. Pre-Solicitation Conference** N/A

### **5. F.O.B. Point**

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.

### **6. Delivery**

Delivery is to be as notified by Escambia County. The quantity will depend upon the County's need at the time of request.

### **7. 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.

8. **Payment**

Partial payments in the full amount for the value of items received and accepted may be requested by the submission of a properly executed original invoice, with supporting documents if required. Payment for accepted equipment/supplies/services will be accomplished by submission of an original invoice, in duplicate, to:

**Clerk of the Circuit Court  
Attention: Accounts Payable  
221 Palafox Place  
Pensacola, FL 32502**

9. **Protection of Property/Security**

The awarded vendor shall 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 and the general public.

The awarded vendor must, at all times, comply with State of Florida and Occupational Safety and Health Administration (OSHA) safety regulations.

10. **Compliance with Governing Laws and Regulations**

The offeror or contractor will be required to fully comply with all applicable federal, state, and local regulations.

**Contract Information**

**NOTICE**

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County, and the Awardee vendor until such time as the contract is executed by the last party to the transaction.

11. **Contract Term/Renewal/Termination**

- A. The contract resulting from this Solicitation shall commence, upon execution by both parties and extend for a period of thirty -six (36) months. The contract may be renewed for an additional two 12-month periods for a total of 60 months, upon mutual agreement of both parties concerned. If there are any 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.

10. **Interim Extension of Performance**

After all options have been exercised, and it is determined that interim performance is required to allow for the solicitation and award of a new contract, the County may unilaterally extend the contract for a maximum period of six months. Pricing, delivery and all other terms and conditions of the contract shall apply during this period.

11. **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.

12. **Price Adjustment**

The contract resulting from this Solicitation may include provisions for twelve (12) months, 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.

13. **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 the offeror's area of responsibility, territory, zone, region, etc., unless otherwise stipulated by the offeror on the bid form.

Each governmental agency desiring to accept these offers, and make an award thereof, shall do so independently of any other governmental agency. Each agency shall be responsible for its own purchases and each shall be liable only for materials ordered and received by it, and no agency assumes any liability by virtue of this offer.

14. **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 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 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 form.

15. **Licenses, Certifications, Registrations**

The offeror shall at any time of bid submission meet the license, certification, registration and any other requirements of the State, County, City and/or any other agency of authority with jurisdiction in such matters as necessary to perform the contractual services requested in this solicitation.

Copies of such licenses, certifications, registrations and any other requirements should be provided with the bid submission; and, the offeror shall provide follow-up evidence that as the contractor they maintain such credentials throughout the period of agreement.

16. **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.

17. **Award**

Award shall be made on an "all-or-none total" basis.

18. **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.

19. **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.)

20. **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.

21. **Quantity**

Escambia County reserves the right to increase or decrease estimated quantities as required. Estimated quantities are shown on the bid form.

It is understood by all offerors 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**

22. **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 (C.O.I.), should your firm be awarded the contract.



## **County Insurance Required**

### **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 AMBest 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 service 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-** 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.

**The General Liability and Business Auto Liability policies shall be endorsed to include Escambia County as an additional insured and provide for 30 day notification of cancellation.**

**Excess or Umbrella Liability Coverage (If utilized to achieve required policy limits.)**

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.

4. **Designate Escambia County as the Certificate Holder as follows:**  
**Escambia County**  
**Attention: Lester L. Boyd, Purchasing Specialist**  
**Office of Purchasing, Room 11.101**  
**P. O. Box 1591**  
**Pensacola, FL 32591-1591**  
**Tel: (850) 595-4944**  
**Fax: (850) 595-4805**

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.

23. **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**  
**GROUNDS KEEPING for WEST FLORIDA LIBRARIES, MAINTENANCE AGREEMENT**

**SCOPE OF WORK**

The purpose of this Invitation to Bid is to provide prompt, efficient, and thorough services to various County Library Departments from a Certified and Qualified Grounds Service Company, whom will furnish all Labor, Equipment, and Materials, and complete the All designated Scopes of Work in accordance with the Specifications listed for each Library Branch, at fair and reasonable prices.

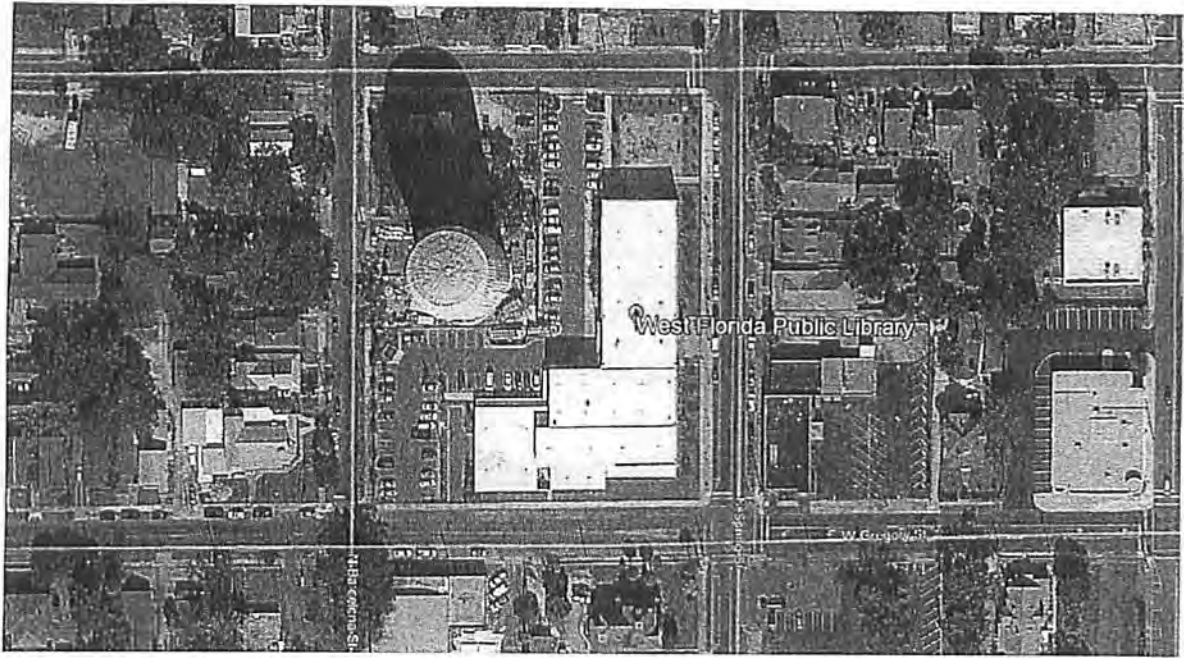
There are the three (3) each Library Department areas only, and each Library area has its own, Scope of Work listed below.

**Library Grounds Maintenance Scope of Work**

Furnish all labor, equipment, and materials, complete and in accordance with specifications.

**Main Downtown Library**  
**200 W. Gregory Street**  
**Pensacola, FL 32502**

Description	Frequency per year	Cost per Visit	Total
Mowing, Weed-Eat, Edging, Blowing October-February (1 cut per month), March-September (2 cuts per month)	19	\$	\$
Pruning of Hedges March, June, & October	3	\$	\$
Mulching with Pine Straw (November & May)	2	\$	\$
Spray Hard Surfaces (@ every mowing)	19	\$	\$
Treat grass area for fungicide, pesticide, weed control, and fertilization	3	\$	\$
Treat flower beds for fungicide, pesticide, weed control and fertilization	19	\$	\$
Pull weeds from beds (@ every mowing)	19	\$	\$
Total cost for the year			\$



**Southwest Branch Library**  
**12248 Gulf Beach Highway**  
**Pensacola, FL 32507**

Description	Frequency per year	Cost per Visit	Total
Mowing, Weed-Eat, Edging, Blowing October-February (1 cut per month), March-September (2 cuts per month)	19	\$	\$
Pruning of Hedges March, June, & October	3	\$	\$
Mulching with Pine Straw (November & May)	2	\$	\$
Spray Hard Surfaces (@ every mowing)	19	\$	\$
Treat grass area for fungicide, pesticide, weed control, and fertilization	3	\$	\$
Treat flower beds for fungicide, pesticide, weed control and fertilization	19	\$	\$
<b>Pull weeds from beds</b> <b>(@ every mowing)</b>	19	\$	\$
Total cost for the year			\$



Century Branch Library  
 7991 Century Blvd  
 Century, FL 32535

Description	Frequency per year	Cost per Visit	Total
Mowing, Weed-Eat, Edging, Blowing October-February (1 cut per month), March-September (2 cuts per month)	19	\$	\$
Pruning of Hedges March, June, & October	3	\$	\$
Mulching with Pine Stra(November & May)	2	\$	\$
Spray Hard Surfaces (@ every mowing)	19	\$	\$
Treat grass area for fungicide, pesticide, weed control, and fertilization	3	\$	\$
Treat flower beds for fungicide, pesticide, weed control and fertilization	19	\$	\$
<b>Pull weeds from beds (@ every mowing)</b>	19	\$	\$
Total cost for the year			\$





# SIGN AND RETURN THIS FORM WITH YOUR BIDS\*\* SOLICITATION, OFFER AND AWARD FORM

## BID FORM

### SUBMIT OFFERS TO:

Lester L. Boyd, Purchasing Specialist  
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) 595-4944  
Fax No: (850) 595-4805

ESCAMBIA COUNTY FLORIDA

### Invitation to Bid

Grounds Keeping for West Florida Libraries,  
Maintenance Agreement  
PD 15-16.018

## SOLICITATION

MAILING DATE: Tuesday, December 16, 2015, CST. OFFERS WILL BE RECEIVED UNTIL: 10:30 a.m., CST, Tuesday, January 5, 2016, and may not be withdrawn within 90 days after such date and time.

Pre-Solicitation conference will be held at the Office of Purchasing, 213 Palafox Place, Matt Langley Bell III Building, Pensacola, FL 32502, in Conference Room #11.407 on Tuesday, December 29, 2015 at 10:30 A.M., CST.

### POSTING OF SOLICITATION TABULATIONS

Solicitation tabulations with recommended awards will be posted for review by interested parties at the County Office of Purchasing and will remain posted for a period of two (2) business days. Failure to file a protest in writing within two (2) business days after posting of the solicitation tabulation shall constitute a waiver of any protest relating to this solicitation. All protests must be filed with the Office of Purchasing. They will be handled according to the Escambia County Purchasing Ordinance.

## OFFER

(SHALL BE COMPLETED BY OFFEROR)

FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER:

59-3735170

TERMS OF PAYMENT:

Net 30

DELIVERY DATE WILL BE 10 DAYS AFTER RECEIPT OF PURCHASE ORDER

VENDOR NAME: Gulf Coast Environmental Contractors, Inc. REASON FOR NO OFFER:

ADDRESS: 175 E Nine Mile Rd, Suite 1, #110

N/A

CITY, ST. & ZIP: Pensacola, FL 32514

PHONE NO.: (850) 433-6770

TOLL FREE NO.: ( ) N/A

FAX NO.: (850) 435-9326

BID BOND ATTACHED \$ N/A

I certify that this offer is made without prior understanding, agreement, or connection with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the offeror and that the offeror is in compliance with all requirements of the solicitation, including but not limited to the verification requirements. In submitting an offer to Escambia County Florida, the offeror agrees that if the offer is accepted, the offeror will convey, sell, assign or transfer to Escambia County Florida all right, title and interest in and to all causes of action it may now or hereafter acquire under the Antitrust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by Escambia County Florida. At the County's discretion, such assignment shall be made and become effective at the time the County renders final payment to the offeror.

Tracy Hayes, President  
NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER

(TYPE OR PRINTED)

Tracy Hayes  
SIGNATURE OF PERSON AUTHORIZED TO SIGN OFFER  
(MANUAL)

\*\*Failure to execute this Form binding the bidder offer shall result in this bid being rejected as non-responsive.

In accordance with your "Invitation for Bids" and "Instructions to Bidders" for PD 15-16.018, Grounds Keeping for West Florida Libraries Maintenance Agreement, 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:



**BID FORM**  
**Specification Number: PD 15-16.018**  
**Grounds Keeping for West Florida Libraries Maintenance Agreement**

Board of County  
Escambia County, Florida  
Pensacola, Florida 32502

**Commissioners:**

In accordance with your "Invitation for Bid" and "Instructions to Bidders" for Grounds Keeping for West Florida Libraries Maintenance Agreement, 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:

**Main Downtown Library**  
**200 W. Gregory Street**  
**Pensacola, FL 32502**

Description	Frequency per year	Cost per Visit	Total
Mowing, Weedeat, Edging, Blowing October-February (1 cut per month), March-September (2 cuts per month)	19	\$ 35. <sup>00</sup>	\$ 665. <sup>00</sup>
Pruning of Hedges March, June, & October	3	\$ 75. <sup>00</sup>	\$ 225. <sup>00</sup>
Mulching with Pine Straw (November & May)	2	\$ 2,000. <sup>00</sup>	\$ 4,000. <sup>00</sup>
Spray Hard Surfaces (@ every mowing)	19	\$ 10. <sup>00</sup>	\$ 190. <sup>00</sup>
Treat grass area for fungicide, pesticide, weed control, and fertilization	3	\$ 60. <sup>00</sup>	\$ 180. <sup>00</sup>
Treat flower beds for fungicide, pesticide, weed control and fertilization	19	\$ 10. <sup>00</sup>	\$ 190. <sup>00</sup>
Pull weeds from beds (@ every mowing)	19	\$ 90. <sup>00</sup>	\$ 1,710. <sup>00</sup>
Total cost for the year			\$ 7,160. <sup>00</sup>

**Southwest Branch Library**  
**12248 Gulf Beach Highway**  
**Pensacola, FL 32507**

Description	Frequency per year	Cost per Visit	Total
Mowing, Weedeat, Edging, Blowing October-February (1 cut per month), March-September (2 cuts per month)	19	\$ 40. <sup>00</sup>	\$ 760. <sup>00</sup>
Pruning of Hedges March, June, & October	3	\$ 75. <sup>00</sup>	\$ 225. <sup>00</sup>
Mulching with Pine Straw (November & May)	2	\$ 125. <sup>00</sup>	\$ 250. <sup>00</sup>

Spray Hard Surfaces (@ every mowing)	19	\$ 5.00	\$ 95.00
Treat grass area for fungicide, pesticide, weed control, and fertilization	3	\$ 75.00	\$ 225.00
Treat flower beds for fungicide, pesticide, weed control and fertilization	19	\$ 15.00	\$ 285.00
Pull weeds from beds (@ every mowing)	19	\$ 15.00	\$ 285.00
Total cost for the year			\$ 2,125.00

Century Branch Library  
7991 Century Blvd  
Century, FL 32535

Description	Frequency per year	Cost per Visit	Total
Mowing, Weedeat, Edging, Blowing October-February (1 cut per month), March-September (2 cuts per month)	19	\$ 60.00	\$ 1,140.00
Pruning of Hedges March, June, & October	3	\$ 40.00	\$ 120.00
Mulching with Pine Stra(November & May)	2	\$ 180.00	\$ 360.00
Spray Hard Surfaces (@ every mowing)	19	\$ 5.00	\$ 95.00
Treat grass area for fungicide, pesticide, weed control, and fertilization	3	\$ 100.00	\$ 300.00
Treat flower beds for fungicide, pesticide, weed control and fertilization	19	\$ 5.00	\$ 95.00
Pull weeds from beds (@ every mowing)	19	\$ 5.00	\$ 95.00
Total cost for the year			\$ 2,205.00

**CONTRACTOR REQUIREMENTS:**

Acknowledgement is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No: N/A Date \_\_\_\_\_ Addendum No: \_\_\_\_\_ Addendum No: \_\_\_\_\_  
Date \_\_\_\_\_ Addendum No: \_\_\_\_\_ Date \_\_\_\_\_

(PLEASE TYPE INFORMATION BELOW)

SEAL IF BID IS BY CORPORATION

State of Florida Department of State Certificate of Authority  
Document Number: PD1000074466

Occupational License No: Art #73349 Group 030130

Florida DBPR Contractor's License, Certification, and/or,

Registration No: SCC131151605

Type of Contractor's License, Certification, and/or,  
Registration: Irrigation Specialty Contractor

Expiration Date: 8/31/16

**Terms of Payment**

(Check one): Net 30 Days ☒ 2% 10<sup>th</sup> Prox \_\_\_\_\_

Will your company accept Escambia County Purchasing  
Cards? Yes \_\_\_\_\_ No ☒

Will your company accept Escambia County Direct  
Payment Vouchers? Yes ☒ No \_\_\_\_\_

County Permits/Fees required for this project:

Permit	Cost
<u>NONE KNOWN</u>	_____
_____	_____
_____	_____
_____	_____

Gulf Coast Environmental  
Bidders: Contractors, Inc.

By: Tracy Hayes

Signature: [Signature]

Title: President

Address: 1765 E. Nine Mile Rd.  
Suite 1, #110  
Pensacola, FL 32514

Person to Contact Concerning the Bid:

Scott Hayes

Phone/Toll/Fax

(850) 776-9968

E-Mail Address

scott.gccc@cox.net

Home Page Address: GulfcoastEnvironmental  
Contractors.com

Person to contact for Emergency service:

Scott Hayes / Kyle Brown

Phone/Cell/Pager No:

(850) 776-9968 / (850) 776-9712

Person to contact for Disaster service:

Scott Hayes

Home Address: 2749 Cottonwood Ln.

Pensacola, FL 32514

Home Phone/Cell/Pager:

(850) 776-9968

Seal



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

**AI-9643**

**County Administrator's Report 13. 9.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 01/21/2016

**Issue:** Contract Award for C.R. 297-A at Pine Cone Drive Traffic Signal Installation

**From:** Claudia Simmons, Purchasing Manager

**Organization:** Asst County Administrator - Lovoy

**CAO Approval:**

---

#### **RECOMMENDATION:**

Recommendation Concerning the Contract Award for C.R. 297-A at Pine Cone Drive Signal Installation - Claudia Simmons, Office of Purchasing, Purchasing Manager

That the Board approve and authorize the County Administrator to sign the Agreement between Escambia County, Florida, and Ingram Signalization, Inc., per the terms and conditions of PD 15-16.001, C.R. 297-A at Pine Cone Drive Signal Installation for the amount of \$167,705.50.

[Funding: Fund 352, LOST III, Cost Center 210107, Object Code 56301, Project Number 14EN2845]

#### **BACKGROUND:**

15-16.001 The legal advertisement for this "Invitation to Bid" was advertised in the Pensacola News Journal twice, Monday, November 16, 2015 and Monday, November 23, 2015. A Mandatory Pre-Solicitation Conference was held on Tuesday, December 1, 2015. One firm was represented at that meeting. One bid was received on Tuesday, December 22, 2015.

An operational analysis has been performed for the CR 297A & Pine Cone Drive intersection in Escambia County, FL. The study determined what roadway operational, geometric and safety improvements to achieve higher levels of service (LOS), reduce vehicle delay and enhance motorist safety. The study determined that the County install a traffic signal at the intersection which is to operate in a fully-actuated, two-phase mode.

This area is experiencing and will continue to experience a significant amount of growth as Navy Federal Credit Union expands and as Nine Mile Rd widens from 2 to 4 lanes. Pine Cone Drive does connect Nine Mile Rd, just east of the I-10 / Nine Mile Rd intersection, to Hwy 297A which is a major corridor connecting to the northwest area of

the county.

**BUDGETARY IMPACT:**

Funding: Fund 352 LOST III, Cost Center 210107, Object Code 56301, Project Number 14EN2845

**LEGAL CONSIDERATIONS/SIGN-OFF:**

Attorney Standard Form of Contract, Form D: Road/Drainage

**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.

The legal advertisement for this "Invitation to Bid" was advertised in the Pensacola News Journal twice, Monday, November 16, 2015 and Monday, November 23, 2015. A Mandatory Pre-Solicitation Conference was held on Tuesday, December 1, 2015. One firm was represented at that meeting. One bid was received on Tuesday, December 22, 2015.

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This area is experiencing and will continue to experience a significant amount of growth as Navy Federal Credit Union expands and as Nine Mile Rd widens from 2 to 4 lanes. Pine Cone Drive does connect Nine Mile Rd, just east of the I-10 / Nine Mile Rd intersection, to Hwy 297A which is a major corridor connecting to the northwest area of the county.

**IMPLEMENTATION/COORDINATION:**

The Office of Purchasing will issue the Attorney's Standard Form of Contract, Form D: Road/Drainage and Purchase Order.

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**Attachments**

Bid Tab

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# PUBLIC NOTICE OF RECOMMENDED AWARD

BID TABULATION		DESCRIPTION: C.R. 297-A at Pine Cone Drive Signal Installation BID # PD 15-16.001							
Bid Opening Time: 2:00 pm CST Bid Opening Date: 12/22/2015 Bid Opening Location: Rm 11.407  <b>NAME OF BIDDER</b>	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 Statutes on Entity Crimes	Grand Total
Ingram Signalization, Inc.	Yes	Yes	N/A	Yes	Yes	Yes	N/A	Yes	\$167,705.50
BIDS OPENED BY:	Paul Nobles, CPPO, CPPB, FCN, FCPM, FCCM, Senior Purchasing Coordinator						DATE: 12/22/2015		
BIDS TABULATED BY:	Angie Holbrook, Purchasing Associate						DATE: 12/22/2015		
BIDS WITNESSED BY:	Angie Holbrook, Purchasing Associate						DATE: 12/22/2015		

**CAR**  
**DATE 01/21/2016**

**BOCC**  
**DATE 01/21/2016**

The Purchasing Chief/Designee recommends to the BCC: To award a contract to Ingram Signalization, Inc. in the amount of \$167,705.50

**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

**AI-9560**

**County Administrator's Report 13. 10.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 01/21/2016

**Issue:** PD 15-16.002 Real Estate Appraisal Services

**From:** Claudia Simmons, Purchasing Manager

**Organization:** Asst County Administrator - Lovoy

**CAO Approval:**

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### **RECOMMENDATION:**

Recommendation Concerning Real Estate Appraisal Services - Claudia Simmons, Office of Purchasing, Purchasing Manager

That the Board award Contract PD 15-16.002, "Real Estate Appraisal Services," to the following firms, approve the Agreement for Real Estate Appraisal Services PD 15-16.002, between Escambia County and the following Real Estate Appraisal firms, for a term of 12 months, and authorize the issuance of Purchase Orders based on the award to the lowest cost provider at the time of quotation of the appraisal service as needed by the County during the term of the Agreement:

- A. Asmar Appraisal Company, Inc.;
- B. Brantley & Associates Real Estate Appraisal Corp.;
- C. G. Daniel Green and Associates, Inc.;
- D. Fruittcher-Lowery Appraisal Group, Inc.;
- E. Presley-McKenney & Associates, Inc.; and
- F. Sherrill and Stanton, LLC.

### **BACKGROUND:**

The Request for Qualifications PD15-16.002 was advertised in the Pensacola News Journal on October 19, 2015. In excess of forty firms representing local Real Estate Appraisers were notified on October 19, 2015. Eight responses were received on November 16, 2015 representing 7 firms. Six firms were selected by the Review and Selection Committee as qualified, local Real Estate Appraisal firms to be awarded the agreement for a 12 month period. Quotes will be solicited for all appraisals as needed by the County from all holders of the agreement PD15-16.002 over the next twelve months and Purchase Orders will be issued for the appraisals based on the lowest cost submitted at that time.

### **BUDGETARY IMPACT:**

N/A

**LEGAL CONSIDERATIONS/SIGN-OFF:**

Assistant County Attorney Kristin Hual prepared the agreement.

**PERSONNEL:**

The agreement and the request for quotations will be administered by the Real Estate Acquisition Manager of the Escambia County Public Works Department.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

This recommendation is in compliance with Escambia County Code of Ordinances Chapter 46, Article II, Purchases and Contracts. The Request for Qualifications PD15-16.002 was advertised in the Pensacola News Journal on October 19, 2015. In excess of forty firms representing local Real Estate Appraisers were notified on October 19, 2015. Eight responses were received on November 16, 2015 representing 7 firms. Six firms were selected by the Review and Selection Committee as qualified, local Real Estate Appraisal firms to be awarded the agreement for a 12 month period. Quotes will be solicited for all appraisals as needed by the County from all holders of the agreement PD15-16.002 over the next twelve months and Purchase Orders will be issued for the appraisals based on the lowest cost submitted at that time.

**IMPLEMENTATION/COORDINATION:**

The agreement and the request for quotations will be administered by the Real Estate Acquisition Manager of the Escambia County Public Works Department.

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**Attachments**

register of submitters

Asmar Agreement

Brantley Associates

G Daniel Green

Fruitticher Lowery

Presley-McKenney

Sherrill and Stanton

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## REGISTER OF SUBMITTALS

**Solicitation #PD 15-16.002– Real Estate Appraisal Services**

**RFQ due Date & Time: Mon., November 16, 2015 @ 3:00 p.m. CST**

COMPANY NAME	PHONE NUMBER	FAX NUMBER	CONTACT PERSON
Asmar Appraisal Company, Inc. 3 West Garden Street, Suite 504 Pensacola, FL 32502	(850) 433-7631	(850) 433-7632	Joel Asmar, MAI State-Certified General Appraiser <a href="mailto:joel@asmarappraisal.com">joel@asmarappraisal.com</a>
Brantley & Associates Real Estate Appraisal Corp. P O Box 12505 Pensacola, FL 32591	(850)433-5075		R. Shawn Brantley, President <a href="mailto:shawnbrantley@brantleyassociates.com">shawnbrantley@brantleyassociates.com</a>
Charles C. Sherrill Jr., Appraiser 410 East government Street Pensacola, FL 32502	(850) 432-9827		Charles C. Sherrill Jr., President <a href="mailto:cSherrilljr@Sherrillappraisal.com">cSherrilljr@Sherrillappraisal.com</a>
David Cederquist 362 Gulf Breeze Pkwy #177 Gulf Breeze, FL 32561	(850) 477-0419	(850) 477-7931	Rodger K. Lowery, President <a href="mailto:rlowery@flag1.net">rlowery@flag1.net</a>
Fruitticher- Lowery Appraisal Group 3000 Langley Avenue Suite 402 Pensacola, FL 32504	(850) 477-0419	(850) 477-7931	Rodger K. Lowery, MAI, President <a href="mailto:RLowery@FLAG1.Net">RLowery@FLAG1.Net</a> John T. Fruitticher, Jr
G. Daniel Green and Associates 103 Baybridge Drive Gulf Breeze, FL 32561	(850) 934-1797	(850) 932-8679	Laura Reagan, Production Manager <a href="mailto:laura@gdanielgreen.com">laura@gdanielgreen.com</a>
O.R. Colan Associates 4600Summerlin Road Ste C2-537 Fort Myers, FL 33919	(888)0420-4090	(608) 632-0264	Stephen J. Toth <a href="mailto:stoth@orcolan.com">stoth@orcolan.com</a>
Presley-McKenney & Associates, Inc Post Office Box 329 Pensacola, FL 32591-0329	(850) 916-7060	(850) 916-2096	M Eugene Presley, President <a href="mailto:epappraise@aol.com">epappraise@aol.com</a>
SUBMITTALS RECEIVED BY: Claudia Simmons, Purchasing Manager      DATE: November 16, 2015			
SUBMITTALS NOTED BY: Cynthia Smith, Records Liaison Officer      DATE: November 16, 2015			

Notice sent via e-mail Tuesday, November 17, 2015

  
CS/crs

## **AGREEMENT FOR REAL ESTATE APPRAISAL SERVICES (PD 15-16.002)**

This is an Agreement made this \_\_\_\_ day of \_\_\_\_\_, 2016, by and between Escambia County, a political subdivision of the State of Florida, by and through its Board of County Commissioners (hereinafter referred to as "County"), with administrative offices located at 221 South Palafox Street, Pensacola, Florida 32502, and Asmar Appraisal Company, Inc., a for-profit corporation, authorized to do business in the State of Florida (hereinafter referred to as "Consultant"), whose federal identification number is 59-3629333, and whose principal address is 3 West Garden Street Suite 504 Pensacola, FL 32502.

### **WITNESSETH:**

**WHEREAS**, on October 19, 2015, the County issued a Request for Qualifications (PD 15-16.002) seeking the services of qualified Professional Appraisers to provide real estate appraisal services on an as needed basis; and

**WHEREAS**, the Consultant submitted a proposal, and the County has determined that the Consultant is qualified to provide professional real estate appraisal services; and

**WHEREAS**, the County desires to enter into an agreement with the Consultant for the provision of such services as provided herein.

**NOW, THEREFORE**, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and the Consultant agree as follows:

1. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.
2. Term. The term of this Agreement shall commence upon the date last executed and continue for a term of one (1) year.
3. Scope of Services. Consultant agrees to provide real estate appraisal services including, but not limited to, the scope of services outlined in Escambia County's RFQ P.D. 15-16.002, attached hereto as **Exhibit A**, and the Consultant's proposal, attached hereto as **Exhibit B**. In the event of a conflict between the terms of the Exhibits referenced above and this Agreement, the terms of this Agreement shall prevail.
4. Compensation. County shall pay Consultant a lump sum fee for assigned appraisal services, which shall be determined on a per assignment basis. This fee shall include all costs and expenses.
5. Purchase Orders. The County shall issue written purchase orders to the Consultant on an as-needed basis. The services shall be described in detail and the time frame in which performance needs to be accomplished will be stated in the

purchase order. No minimum quantity of work is guaranteed during the term of this agreement, and only services ordered pursuant to a purchase order may be compensated.

6. Method of Billing. Consultant may request payment from County by the submission of a properly executed original invoice. Invoices shall reflect the number of hours expended and the amount due and owing for monthly fees with appropriate supporting documentation. The County agrees it shall make its best efforts to pay Consultant within thirty (30) days of receipt and approval of Consultant's invoice. Payments under this agreement and interest on any late payments shall be governed by and construed in accordance with the Florida Prompt Payment Act, §§218.70, et seq., Florida Statutes, as amended.

7. Termination. This Agreement may be immediately terminated for cause by County or terminated for convenience upon providing thirty (30) days written notice to Contractor. This Agreement may be terminated for cause by the Contractor upon providing ninety (90) days written notice to the County. In the event of termination by either party as provided herein, the Contractor shall be paid for services provided through the date of termination.

8. Conflict of Interest. Consultant agrees it shall not contract for or accept employment for the performance of any work or service with any individual, business corporation, or government unit that would create a conflict of interest in the performance of its obligations under this Agreement. Consultant further agrees it will neither take any action nor engage in any conduct that would cause any County employee or official to violate the provisions of Chapter 112, Florida Statutes, relating to ethics in government. Consultant also agrees to comply with the County's ordinance prohibiting conflicts of interest among retained consultants.

9. Indemnification. Consultant shall indemnify and hold harmless Escambia County, its elected and appointed officials, employees, volunteers, representative and agents for any and all claims, suits, actions, damages, liability and expenses arising from or relating to any wrongful act or omission, whether or not the same constitutes a breach of this Agreement or is committed in the course of performing its lobbying duties hereunder, including but not limited to those acts or omissions which are considered defamatory, libelous, discriminatory or otherwise unlawful under applicable laws and any act or omission relating to Consultant failure to maintain insurance as required herein or to properly report or pay any applicable federal, state or local fees or taxes.

10. Insurance. The Consultant is required to carry the following insurance:

(a) Commercial General Liability Commercial General Liability, Form CG1, with \$1,000,000 per occurrence. Excess or umbrella insurance may be purchased to make up the difference, if any, between the policy limits of the underlying policies.

(b) Business Automobile Liability with \$1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.

- (c) Professional Liability with \$1,000,000 per occurrence minimum limit.
- (d) Florida statutory Workers' Compensation.
- (e) It is understood and agreed by the parties that in the event that the Consultant consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.
- (f) Consultant agrees all liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be "A" or other Secure Best Rating with a minimum financial size of "VII", according to the A.M. Best Key Rating Guide Latest Edition. The insurance policies shall be endorsed to provide at least 30 days advance notice of cancellation, nonrenewal or adverse change. Such notices shall be mailed to Escambia County, Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32597.
- (g) The Board of County Commissioners and Escambia County shall be endorsed as "additional insureds" on all liability policies (except Workers' Compensation and professional liability). Certificates of Insurance shall be provided to Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32597 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County. The Board of County Commissioners and Escambia County shall also be the certificate holders.

11. Independent Contractor Status. In the performance of this Agreement hereunder, Consultant is an independent contractor. Consultant shall not hold itself out as an employee, agent or servant of the County; and Consultant shall not have the power or authority to bind the County in any promise, agreement or representation, other than as specifically provided in this Agreement or as may be expressly provided hereafter in writing by an authorized official of the County.

12. Notice. Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. Unless otherwise notified in writing of a new address, notice shall be made to each party as follows:

To: Asmar Appraisal Company, Inc.  
Attention: Joel Asmar  
3 West Garden Street, Ste. 504  
Pensacola, FL 32502

To: County  
Attention: County Administrator  
221 Palafox Place  
Pensacola, Florida 32502

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party



shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

13. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in the County of Escambia.

14. Public Records. The Consultant acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event the Consultant fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Consultant seven days written notice, during which period the Consultant still fails to allow access to such documents, terminate the contract.

15. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Consultant acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

16. Compliance with Laws. Consultant agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement, including but not limited to properly registering as a lobbyist for representation of the County with the appropriate governmental entities as well as making all necessary lobbying reports in a timely manner to the proper authorities.

17. Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

18. Annual Appropriation. Pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the County's performance and obligation to fund this Agreement shall be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.



IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature.

COUNTY:  
BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

\_\_\_\_\_  
Witness

\_\_\_\_\_  
By:

BCC Approved: \_\_\_\_\_

\_\_\_\_\_  
Witness

CONSULTANT:

\_\_\_\_\_  
By: Joel Asmar, President

ATTEST:

By: \_\_\_\_\_

Corporate Secretary

(SEAL)

Approved as to form and legal  
sufficiency.

By/Title: Edual Acit

Date: 12/28/15

**ESCAMBIA COUNTY  
FLORIDA**

**REQUEST FOR QUALIFICATIONS**

**REAL ESTATE APPRAISAL SERVICES**

**SPECIFICATION NUMBER PD 15-16.002**

**Responses Will Be Received Until: 3:00 p.m., CST, Monday, November 16, 2015**

**Office of Purchasing, Room 11.101  
213 Palafox Place, Pensacola, FL 32502  
Matt Langley Bell III Building  
Post Office Box 1591  
Pensacola, FL 32591-1591**

**Board of County Commissioners**

**Steven Barry, Chairman  
Grover Robinson IV, Vice Chairman  
Lumon J. May  
Wilson B. Robertson  
Douglas Underhill**

**Procurement Assistance:**

**Claudia Simmons, Manager  
Office of Purchasing  
2<sup>nd</sup> Floor, Matt Langley Bell, III Building  
213 Palafox Place, Room 11.101  
Pensacola, FL 32502  
Phone: (850) 595-4987  
Fax: (850) 595-4805  
Email: [casimmon@co.escambia.fl.us](mailto:casimmon@co.escambia.fl.us)**

**Website: [www.myescambia.com](http://www.myescambia.com)**

**SPECIAL ACCOMMODATIONS:**

**Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing, (850) 595-4980 at least five (5) working days prior to the solicitation opening.**

**NOTICE**

**It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction**



## **PART A SUMMARY**

The Board of County Commissioners of Escambia County is seeking the Professional Services of qualified firms to provide real estate appraisal services within the geographical boundaries of Escambia County.

The primary objective of this Request for Qualifications is the selection of qualified and experienced Real Estate Appraisal Firms with the right and privilege to provide real estate appraisal services within Escambia County for inclusion in the Real Estate Appraisal Services Agreement to provide quotes for appraisal services as needed by the County.

## **PART 1 GENERAL INFORMATION**

### **1-1 ISSUING OFFICER**

The project Director shall be Jack Brown, County Administrator. The liaison officer shall be Larry Goodwin, Real Estate Acquisition Manager, Public Works Department, Engineering Division.

The contracting agency shall be the Escambia County Board of Commissioners, c/o the Office of Purchasing, P.O. Box 1591, Pensacola, Florida, 32502

### **1-2 CONTRACT CONSIDERATION**

The Services Agreement for Real Estate Appraisal Services will be a multiple award agreement for a term of twelve (12) months and will be awarded to those firms deemed qualified through the Request for Qualifications described herein.

### **1-3 REJECTION**

The right is reserved by the Board of County Commissioners to accept or reject any or all offers or to waive any informality, existing in any submittal or to accept the submittals which best serves the interest and intent of this project and is from the most responsive and responsible proposer.

### **1-4 INQUIRIES**

Procurement questions may be directed to Claudia Simmons, Purchasing Manager, (850), 595-4987 (Fax) (850) 595-4805, Email: [claudia\\_simmons@co.escambia.fl.us](mailto:claudia_simmons@co.escambia.fl.us).

### **1-5 ADDENDA**

Any changes made in the Request for Proposal shall be brought to the attention of all of those who have provided the proper notices of interest in performing the services.

### **1-6 SCHEDULE**

The following schedule is subject to change and will be adhered to in so far as practical in all actions related to this solicitation:

- A. Mailing date of Request for Qualifications.....October 19, 2015
- B. Receipt of Qualifications .....November 16, 2015, Monday at 3:00p.m., CST, Office of Purchasing Conference Room 11.407
- C. First Committee Meeting.....November 18, 2015 at 3:30p.m., CST

## **PART II INFORMATION REQUIRED FROM FIRMS**

**ALL SUBMITTALS SHALL INCLUDE THE FOLLOWING INFORMATION. PROVIDE ONE (1) ORIGINAL AND 3 (THREE) COPIES OF THE INFORMATION TO BE REVIEWED.**

### **TAB 2 - Statement of Qualifications**

In rating applicants to be put on the County's list of Professional Appraisers, the County requires the following information:

1. Name, business address, and address of any branch offices and E-mail addresses
2. A list of all appraisal personnel who may be assigned to County projects, appraisal designations held, years of experience and dates of re-certification, along with any planned allocation of staff to county projects;
3. A listing of counties and courts where the applicant has been accepted as an expert witness, along with a list of recent cases in which the applicant has participated;
4. A sample appraisal report;
5. A statement of the appraiser's ability to respond quickly to requested appraisals;
6. The names, addresses and telephone numbers of a least three (3) of your most recent clients who can be contacted as references; and
7. Any other materials or information that might assist the County in evaluating your qualifications.

### **PART III SCOPE OF WORK**

Escambia County is creating a selective list of approved Professional Appraisers for possible future assignments to assist Escambia County in its determination of valuation of property under varying circumstances, such as for eminent domain proceedings, acquisition, conveyance, and other transactional purposes. The County is seeking the services of Residential Appraisers and Commercial Appraisers. License requirements will be commensurate with the work to be performed.

In order to qualify for the County's list of Professional Appraisers, the appraiser must be able to perform Residential Appraisals or Commercial Appraisals, have a minimum of five years of professional experience related to the completion of appraisals, and provide a complete list of entities for whom appraisals have been completed.

All appraisals must be prepared in conformance with the most recent edition of the Uniform Standards of Professional Appraisal Practice (USPAP) promulgated by the Appraisal Standards Board of the Appraisal Foundation.

A Service Agreement will be entered into with multiple firms based upon the responsibility and responsiveness to the needs of the County. Prior to each assignment an hourly rate and total cost schedule will be requested for each assignment to be provided in fulfillment of the requested services from all qualified firms under the Service Agreement. Response time for return of quotes is expected to be within 5 working days. Time frame for completion of all appraisals is expected to be within 4 weeks. Appraisal Services may be required for both commercial and residential Real Estate. Firms may be qualified for both or either type of Appraisal Services.

**PROPOSAL TO PERFORM  
PROFESSIONAL REAL ESTATE APPRAISAL SERVICES  
SPECIFICATION NUMBER PD 15-16.002**

**PREPARED FOR  
ESCAMBIA COUNTY, FLORIDA  
OFFICE OF PURCHASING, ROOM 11.101  
213 PALAFOX PLACE  
PENSACOLA, FLORIDA 32502**

**BY  
ASMAR APPRAISAL COMPANY, INC.  
3 WEST GARDEN STREET, SUITE 504  
PENSACOLA, FLORIDA 32502**



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# ASMAR APPRAISAL COMPANY, INC.



APPRAISERS • CONSULTANTS

Joel J. Asmar, MAI  
State Certified General Appraiser RZ1565

3 WEST GARDEN STREET, SUITE 504  
PENSACOLA, FLORIDA 32502

Telephone (850) 433-7631  
Fax (850) 433-7632

---

October 28, 2015

Escambia County, Florida  
Office of Purchasing, Room 11.101  
213 Palafox Place  
Pensacola, Florida 32502

Re: Request For Qualifications For  
Real Estate Appraisal Services  
Specification Number PD 15-16.002

Dear Sir or Madam:

I am submitting this proposal in response to the above referenced RFP for providing professional real estate appraisal services. I have provided the following information for your consideration. The information is listed in the order presented by your proposal requirements.

## Introduction

My name, company, business address, telephone number and facsimile number is listed as follows:

Contact Person:	Joel Asmar, MAI
Business Address:	Asmar Appraisal Company, Inc. 3 West Garden Street, Suite 504 Pensacola, FL 32502
Contact Numbers	Telephone: (850) 433-7631 Facsimile: (850) 433-7632

## Experience and Qualifications

Joel Asmar, MAI is the principal appraiser and sole full-time employee of Asmar Appraisal Company. All work submitted to Escambia County will be completed by the principal appraiser. I have 26 years of real estate appraisal experience. My education includes a BSBA degree from Florida State University with a Real Estate major. I was awarded the MAI designation by the Appraisal Institute and I have been a Certified General Appraiser in Florida since the early 1990s.

I have performed appraisal work throughout the Florida Panhandle including Escambia, Santa Rosa, Okaloosa, Bay, Walton, Leon, Holmes and Washington counties. My experience includes the appraisal of residential and commercial properties. I have testified in Order of Taking hearings on



various occasions on behalf of Escambia County and the Florida Department of Transportation for eminent domain proceedings. I have also testified at divorce settlement hearings.

A copy of my qualifications as an appraiser has been attached for your review. This document includes a more detailed listing of my educational background and clientele base.

I am listed as an approved appraiser for the Florida Department of Transportation, Florida Department of Environmental Protection, The Nature Conservancy, the Northwest Florida Water Management District and numerous financial institutions in the Florida Panhandle. I have included references below:

Mr. Lewis Bear, Jr.  
The Lewis Bear Company  
Post Office Box 13567  
Pensacola, Florida 32591  
(850) 432-9368

Mr. Bob Maloy  
Hancock Bank  
101 W. Garden Street  
Pensacola, Florida 32501  
(850) 444-3235

Mr. Jack Fannin  
U.S. General Services Administration  
77 Forsyth Street SW  
Atlanta, GA 30303  
(404) 215-8759

The workload for my company varies monthly. I do not have any pending appraisal projects which would preclude me from completing future work in a timely fashion. I have also completed numerous multi-parcel assignments in the past for condemnation proceedings.

#### **Fee Proposal**

The rate charged for my services, applicable to consultation and court appearances, is \$130 per hour. Appraisal services are most often bid on a lump sum basis and I am prepared to provide bids on future appraisal assignments.

I look forward to continuing to provide appraisal services for Escambia County. If you should require any additional information, please do not hesitate to call.

Very truly yours,



Joel J. Asmar, MAI  
State-Certified General Appraiser  
Florida RZ1565

Attachments

**TAB 1 – PROPOSAL EXHIBITS**  
**SWORN STATEMENT**  
**DRUG-FREE WORKPLACE FORM**  
**INFORMATION SHEET**  
**CORPORATE DOCUMENTATION**  
**COPY OF OCCUPATIONAL LICENSE**  
**E&O INSURANCE CERTIFICATE**  
**QUALIFICATIONS AS AN APPRAISER**

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),  
FLORIDA STATUTES, ON ENTITY CRIMES

- 1 This sworn statement is submitted to Essex County  
(print name of the public entity)  
by Joel Asmus, President  
(print individual's name and title)  
for Asmus Appraisal Company  
(print name of entity submitting sworn statement)

whose business address is

3 West Tenth Street, Suite 504  
Perth Amboy, NJ 08861

and (if applicable) its Federal Employer Identification Number (EIN) is:  
59-3629333

(If the entity has no EIN, include the Social Security Number of the individual signing this sworn statement)

- 2 I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any 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 I understand that a "person" as defined in Paragraph 287.133(1)(c), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

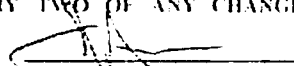
d Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

☒ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

  
(Signature)

Sworn to and subscribed before me this 28 day of Oct., 2015

Personally known ☒

Bruce Childers

OR produced identification \_\_\_\_\_

Notary Public - State of Florida

\_\_\_\_\_  
(Type of identification)

My commission expires \_\_\_\_\_

(Printed typed or stamped commissioned name of notary public)



Drug-Free Workplace Form

The undersigned vendor, in accordance with Florida Statute 287.087 hereby certifies that  
- None Approved Company does  
Name of Business

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.
4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

Check one:

☒ As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.

☐ As the person authorized to sign this statement, this firm does not comply fully with the above requirements.

[Signature]  
Officer's Signature

10/18/15  
Date

**Information Sheet  
for Transactions and Conveyances  
Corporation Identification**

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital all information is accurate and complete. Please be certain all spelling, capitalization, etc. is exactly as registered with the state or federal government.

(Please Circle One)

Is this a Florida Corporation

Yes

or

No

If not a Florida Corporation,

In what state was it created:

Name as spelled in that State: \_\_\_\_\_

What kind of corporation is it.

"For Profit"

or

"Not for Profit"

Is it in good standing:

Yes

or

No

Authorized to transact business  
in Florida:

Yes

or

No

State of Florida Department of State Certificate of Authority Document No.: P00000024789

Does it use a registered fictitious name.

Yes

or

No

Names of Officers:

President: J. L. Auer

Secretary: "

Vice President: "

Treasurer: "

Director: "

Director: "

Other: \_\_\_\_\_

Other: \_\_\_\_\_

Name of Corporation (As used in Florida)

Asme Appraisal Company, Inc.

(Spelled exactly as it is registered with the state or federal government)

Corporate Address:

Post Office Box: \_\_\_\_\_

City, State Zip: \_\_\_\_\_

Street Address: 3 West Garden Street Suite 201

City, State, Zip: Pensacola, FL 32502

(Please provide post office box and street address for mail and/or express delivery; also for recorded instruments involving land)

(Please continue and complete page 2)

Page 2 of 2  
Corporate Identification

Federal Identification Number: 59-3624333  
(For all instruments to be recorded, taxpayer's identification is needed)

Contact person for company: Joel Asmar E-mail: joel@smarmanagement.com  
Telephone Number: 850-433-7631 Facsimile Number: 850-433-7632

Name of individual who will sign the instrument on behalf of the company:

Joel Asmar  
(Upon Certification of Award, Contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Purchasing.)

(Spelled exactly as it would appear on the instrument)

Title of the individual named above who will sign on behalf of the company: President

END

---

(850) 488-0000

Verified by:

Date



# *State of Florida*

## *Department of State*

I certify from the records of this office that ASMAR APPRAISAL COMPANY, INC. is a corporation organized under the laws of the State of Florida, filed on March 3, 2000.

The document number of this corporation is P00000024789.

I further certify that said corporation has paid all fees due this office through December 31, 2015, that its most recent annual report/uniform business report was filed on March 20, 2015, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this  
the Twenty-eighth day of October,  
2015*



*Ken Detmer*  
**Secretary of State**

Tracking Number: CU1553144788

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

COPY OF OCCUPATIONAL LICENSE

**BUSINESS TAX RECEIPT  
ESCAMBIA COUNTY, FL**

**JANET HOLLEY, CFC**  
Tax Collector

THIS BUSINESS TAX RECEIPT EXPIRES

September 30, 2015

HOLDER IS HEREBY AUTHORIZED TO ENGAGE IN  
THE BUSINESS, PROFESSION, OR OCCUPATION OF

THE ISSUANCE OF THIS RECEIPT  
DOES NOT ENSURE COMPETENCY

2015 - 2016

PAID-8900489.0001-0001 160 08/04/2015 26.25

MISC PROFESSIONAL  
3 WEST GARDE ST SUITE 504

AGE 10900 ESCAMP 046128 TOTAL 26.25

ASMAR APPRAISAL COMPANY, INC

3 WEST GARDEN ST  
SUITE 504  
PENSACOLA FL 32501

This business tax receipt is in addition to and not a replacement of any other license  
required by law or municipal ordinance and is subject to regulations  
of zoning, health, contractor licensing and other local authority  
OWNER: ASMAR JOEL J

# INSURANCE CERTIFICATE



301 E. Fourth Street, Cincinnati, OH 45202

## DECLARATIONS for REAL ESTATE APPRAISERS LIABILITY INSURANCE POLICY

THIS IS BOTH A CLAIMS MADE AND REPORTED INSURANCE POLICY.

THIS POLICY APPLIES TO THOSE CLAIMS THAT ARE FIRST MADE AGAINST THE INSURED  
AND REPORTED IN WRITING TO THE COMPANY DURING THE POLICY PERIOD.

Insurance is afforded by the company indicated below: (A capital stock corporation)

☒ Great American Assurance Company

Note: The Insurance Company selected above shall herein be referred to as the Company.

Policy Number: RAP4114353-14      Renewal of:  
Program Administrator: Herbert H. Lundy Insurance Agency Inc.  
75 Second Ave Suite 410 Needham, MA 02494-2876

Item 1: Named Insured: Joel Asmar

Item 2: Mailing Address: 3 West Garden Street STE 504  
City, State, Zip Code: Pensacola, FL 32501

Item 3: Policy Period: From 12/16/2014 To 12/16/2015  
(Month, Day, Year) (Month, Day, Year)  
(Both dates at 12:01 a.m. Standard Time at the address of the Named Insured as stated in Item 2.)

Item 4: Limits of Liability

A. \$ 1,000,000 Damages Limit of Liability - Each Claim  
B. \$ 1,000,000 Claim Expenses Limit of Liability - Each Claim  
C. \$ 2,000,000 Damages Limit of Liability - Policy Aggregate  
D. \$ 2,000,000 Claim Expenses Limit of Liability - Policy Aggregate

Item 5: Deductible (Inclusive of Claim Expenses)

A. \$ 500 Each Claim  
B. \$ 1,000 Aggregate

Item 6: Premium \$ 1,078.00      Additional 1.2% FL Hurricane Fund Surcharge \$14.01

Item 7: Retroactive Date (if applicable): 12/16/2004

Item 8: Forms, Notices and Endorsements attached

D42100 (05/13) D42300 FL (05/13)  
D42402 (05/13) D42403 (05/13)

Authorized Representative

## **AGREEMENT FOR REAL ESTATE APPRAISAL SERVICES (PD 15-16.002)**

This is an Agreement made this \_\_\_\_ day of \_\_\_\_\_, 2016, by and between Escambia County, a political subdivision of the State of Florida, by and through its Board of County Commissioners (hereinafter referred to as "County"), with administrative offices located at 221 South Palafox Street, Pensacola, Florida 32502, and Brantley & Associates Real Estate Appraisal Corp., a for-profit corporation, authorized to do business in the State of Florida (hereinafter referred to as "Consultant"), whose federal identification number is 59-3414915, and whose principal address is 100 North Spring Street Pensacola, FL 32502.

### **WITNESSETH:**

**WHEREAS**, on October 19, 2015, the County issued a Request for Qualifications (PD 15-16.002) seeking the services of qualified Professional Appraisers to provide real estate appraisal services on an as needed basis; and

**WHEREAS**, the Consultant submitted a proposal, and the County has determined that the Consultant is qualified to provide professional real estate appraisal services; and

**WHEREAS**, the County desires to enter into an agreement with the Consultant for the provision of such services as provided herein.

**NOW, THEREFORE**, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and the Consultant agree as follows:

1. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.
2. Term. The term of this Agreement shall commence upon the date last executed and continue for a term of one (1) year.
3. Scope of Services. Consultant agrees to provide real estate appraisal services including, but not limited to, the scope of services outlined in Escambia County's RFQ P.D. 15-16.002, attached hereto as **Exhibit A**, and the Consultant's proposal, attached hereto as **Exhibit B**. In the event of a conflict between the terms of the Exhibits referenced above and this Agreement, the terms of this Agreement shall prevail.
4. Compensation. County shall pay Consultant a lump sum fee for assigned appraisal services, which shall be determined on a per assignment basis. This fee shall include all costs and expenses.
5. Purchase Orders. The County shall issue written purchase orders to the Consultant on an as-needed basis. The services shall be described in detail and the time frame in which performance needs to be accomplished will be stated in the

purchase order. No minimum quantity of work is guaranteed during the term of this agreement, and only services ordered pursuant to a purchase order may be compensated.

6. Method of Billing. Consultant may request payment from County by the submission of a properly executed original invoice. Invoices shall reflect the number of hours expended and the amount due and owing for monthly fees with appropriate supporting documentation. The County agrees it shall make its best efforts to pay Consultant within thirty (30) days of receipt and approval of Consultant's invoice. Payments under this agreement and interest on any late payments shall be governed by and construed in accordance with the Florida Prompt Payment Act, §§218.70, et seq., Florida Statutes, as amended.

7. Termination. This Agreement may be immediately terminated for cause by County or terminated for convenience upon providing thirty (30) days written notice to Contractor. This Agreement may be terminated for cause by the Contractor upon providing ninety (90) days written notice to the County. In the event of termination by either party as provided herein, the Contractor shall be paid for services provided through the date of termination.

8. Conflict of Interest. Consultant agrees it shall not contract for or accept employment for the performance of any work or service with any individual, business corporation, or government unit that would create a conflict of interest in the performance of its obligations under this Agreement. Consultant further agrees it will neither take any action nor engage in any conduct that would cause any County employee or official to violate the provisions of Chapter 112, Florida Statutes, relating to ethics in government. Consultant also agrees to comply with the County's ordinance prohibiting conflicts of interest among retained consultants.

9. Indemnification. Consultant shall indemnify and hold harmless Escambia County, its elected and appointed officials, employees, volunteers, representative and agents for any and all claims, suits, actions, damages, liability and expenses arising from or relating to any wrongful act or omission, whether or not the same constitutes a breach of this Agreement or is committed in the course of performing its lobbying duties hereunder, including but not limited to those acts or omissions which are considered defamatory, libelous, discriminatory or otherwise unlawful under applicable laws and any act or omission relating to Consultant failure to maintain insurance as required herein or to properly report or pay any applicable federal, state or local fees or taxes.

10. Insurance. The Consultant is required to carry the following insurance:

(a) Commercial General Liability Commercial General Liability, Form CG1, with \$1,000,000 per occurrence. Excess or umbrella insurance may be purchased to make up the difference, if any, between the policy limits of the underlying policies.

(b) Business Automobile Liability with \$1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.

- (c) Professional Liability with \$1,000,000 per occurrence minimum limit.
- (d) Florida statutory Workers' Compensation.
- (e) It is understood and agreed by the parties that in the event that the Consultant consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.
- (f) Consultant agrees all liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be "A" or other Secure Best Rating with a minimum financial size of "VII", according to the A.M. Best Key Rating Guide Latest Edition. The insurance policies shall be endorsed to provide at least 30 days advance notice of cancellation, nonrenewal or adverse change. Such notices shall be mailed to Escambia County, Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32597.
- (g) The Board of County Commissioners and Escambia County shall be endorsed as "additional insureds" on all liability policies (except Workers' Compensation and professional liability). Certificates of Insurance shall be provided to Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32597 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County. The Board of County Commissioners and Escambia County shall also be the certificate holders.

11. Independent Contractor Status. In the performance of this Agreement hereunder, Consultant is an independent contractor. Consultant shall not hold itself out as an employee, agent or servant of the County; and Consultant shall not have the power or authority to bind the County in any promise, agreement or representation, other than as specifically provided in this Agreement or as may be expressly provided hereafter in writing by an authorized official of the County.

12. Notice. Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. Unless otherwise notified in writing of a new address, notice shall be made to each party as follows:

To: Brantley and Associates  
Real Estate Appraisal Corp.  
Attention: Robert Shawn Brantley  
P.O. Box 12505  
Pensacola, FL 32591

To: County  
Attention: County Administrator  
221 Palafox Place  
Pensacola, Florida 32502

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of

which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

13. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in the County of Escambia.

14. Public Records. The Consultant acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event the Consultant fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Consultant seven days written notice, during which period the Consultant still fails to allow access to such documents, terminate the contract.

15. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Consultant acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

16. Compliance with Laws. Consultant agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement, including but not limited to properly registering as a lobbyist for representation of the County with the appropriate governmental entities as well as making all necessary lobbying reports in a timely manner to the proper authorities.

17. Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

18. Annual Appropriation. Pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the County's performance and obligation to fund this Agreement shall be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.



IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature.

COUNTY:  
BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

\_\_\_\_\_  
Witness

\_\_\_\_\_  
By:

BCC Approved: \_\_\_\_\_

\_\_\_\_\_  
Witness

CONSULTANT:

\_\_\_\_\_  
By: Ronald Shawn Brantley, President

ATTEST:

By: \_\_\_\_\_

Corporate Secretary

(SEAL)

Approved as to form and legal  
sufficiency.

By/Title: Salvador ACH

Date: 12/28/15

**ESCAMBIA COUNTY  
FLORIDA**

**REQUEST FOR QUALIFICATIONS**

**REAL ESTATE APPRAISAL SERVICES**

**SPECIFICATION NUMBER PD 15-16.002**

**Responses Will Be Received Until: 3:00 p.m., CST, Monday, November 16, 2015**

**Office of Purchasing, Room 11.101  
213 Palafox Place, Pensacola, FL 32502  
Matt Langley Bell III Building  
Post Office Box 1591  
Pensacola, FL 32591-1591**

**Board of County Commissioners**

**Steven Barry, Chairman  
Grover Robinson IV, Vice Chairman  
Lumon J. May  
Wilson B. Robertson  
Douglas Underhill**

**Procurement Assistance:**

**Claudia Simmons, Manager  
Office of Purchasing  
2<sup>nd</sup> Floor, Matt Langley Bell, III Building  
213 Palafox Place, Room 11.101  
Pensacola, FL 32502  
Phone: (850) 595-4987  
Fax: (850) 595-4805  
Email: [casimmon@co.escambia.fl.us](mailto:casimmon@co.escambia.fl.us)**

**Website: [www.myescambia.com](http://www.myescambia.com)**

**SPECIAL ACCOMMODATIONS:**

**Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing, (850) 595-4980 at least five (5) working days prior to the solicitation opening.**

**NOTICE**

**It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction**



## **PART A SUMMARY**

The Board of County Commissioners of Escambia County is seeking the Professional Services of qualified firms to provide real estate appraisal services within the geographical boundaries of Escambia County.

The primary objective of this Request for Qualifications is the selection of qualified and experienced Real Estate Appraisal Firms with the right and privilege to provide real estate appraisal services within Escambia County for inclusion in the Real Estate Appraisal Services Agreement to provide quotes for appraisal services as needed by the County.

## **PART 1 GENERAL INFORMATION**

### **1-1 ISSUING OFFICER**

The project Director shall be Jack Brown, County Administrator. The liaison officer shall be Larry Goodwin, Real Estate Acquisition Manager, Public Works Department, Engineering Division.

The contracting agency shall be the Escambia County Board of Commissioners, c/o the Office of Purchasing, P.O. Box 1591, Pensacola, Florida, 32502

### **1-2 CONTRACT CONSIDERATION**

The Services Agreement for Real Estate Appraisal Services will be a multiple award agreement for a term of twelve (12) months and will be awarded to those firms deemed qualified through the Request for Qualifications described herein.

### **1-3 REJECTION**

The right is reserved by the Board of County Commissioners to accept or reject any or all offers or to waive any informality, existing in any submittal or to accept the submittals which best serves the interest and intent of this project and is from the most responsive and responsible proposer.

### **1-4 INQUIRIES**

Procurement questions may be directed to Claudia Simmons, Purchasing Manager, (850), 595-4987 (Fax) (850) 595-4805, Email: [claudia\\_simmons@co.escambia.fl.us](mailto:claudia_simmons@co.escambia.fl.us).

### **1-5 ADDENDA**

Any changes made in the Request for Proposal shall be brought to the attention of all of those who have provided the proper notices of interest in performing the services.

### **1-6 SCHEDULE**

The following schedule is subject to change and will be adhered to in so far as practical in all actions related to this solicitation:

- A. Mailing date of Request for Qualifications.....October 19, 2015
- B. Receipt of Qualifications .....November 16, 2015, Monday at 3:00p.m., CST, Office of Purchasing Conference Room 11.407
- C. First Committee Meeting.....November 18, 2015 at 3:30p.m., CST

## **PART II INFORMATION REQUIRED FROM FIRMS**

**ALL SUBMITTALS SHALL INCLUDE THE FOLLOWING INFORMATION. PROVIDE ONE (1) ORIGINAL AND 3 (THREE) COPIES OF THE INFORMATION TO BE REVIEWED.**

### **TAB 2 - Statement of Qualifications**

In rating applicants to be put on the County's list of Professional Appraisers, the County requires the following information:

1. Name, business address, and address of any branch offices and E-mail addresses
2. A list of all appraisal personnel who may be assigned to County projects, appraisal designations held, years of experience and dates of re-certification, along with any planned allocation of staff to county projects;
3. A listing of counties and courts where the applicant has been accepted as an expert witness, along with a list of recent cases in which the applicant has participated;
4. A sample appraisal report;
5. A statement of the appraiser's ability to respond quickly to requested appraisals;
6. The names, addresses and telephone numbers of a least three (3) of your most recent clients who can be contacted as references; and
7. Any other materials or information that might assist the County in evaluating your qualifications.

### **PART III SCOPE OF WORK**

Escambia County is creating a selective list of approved Professional Appraisers for possible future assignments to assist Escambia County in its determination of valuation of property under varying circumstances, such as for eminent domain proceedings, acquisition, conveyance, and other transactional purposes. The County is seeking the services of Residential Appraisers and Commercial Appraisers. License requirements will be commensurate with the work to be performed.

In order to qualify for the County's list of Professional Appraisers, the appraiser must be able to perform Residential Appraisals or Commercial Appraisals, have a minimum of five years of professional experience related to the completion of appraisals, and provide a complete list of entities for whom appraisals have been completed.

All appraisals must be prepared in conformance with the most recent edition of the Uniform Standards of Professional Appraisal Practice (USPAP) promulgated by the Appraisal Standards Board of the Appraisal Foundation.

A Service Agreement will be entered into with multiple firms based upon the responsibility and responsiveness to the needs of the County. Prior to each assignment an hourly rate and total cost schedule will be requested for each assignment to be provided in fulfillment of the requested services from all qualified firms under the Service Agreement. Response time for return of quotes is expected to be within 5 working days. Time frame for completion of all appraisals is expected to be within 4 weeks. Appraisal Services may be required for both commercial and residential Real Estate. Firms may be qualified for both or either type of Appraisal Services.

# Brantley & Associates Real Estate Appraisal Corp.

Mobile \* Pensacola \* Panama City

R. Shawn Brantley, MAI, CCIM  
FL Cert Gen RZ 289  
AI Certified General Real Property Appraiser G00414

Bruce A. Black  
FL Cert Gen RZ 2714

Barbara S. Brantley, CPA  
Administration & Finance

David C. Singleton, MAI, MBA  
FL Cert Gen RZ 3501  
AI Certified General Real Property Appraiser G01003

November 9, 2015

Escambia County  
Office of Purchasing, Room 11.101  
213 Palafox Place, Pensacola, FL 32502  
Matt Langley Bell III Building  
Post Office Box 1591  
Pensacola, Florida 32591-1591

RE: Request for Qualifications Real Estate Appraisal Services  
Specification Number PD 15-16.002

Dear Sirs:

Thank you for the opportunity to provide you with our qualifications for appraisal services. As requested, please find the following:

## TAB #1

- ATTACHED SWORN STATEMENT PURSUANT TO SECTION 287.133 (3)(A), FLORIDA STATUTES, ON ENTITY CRIMES (Attachment 1)
- ATTACHED DRUG-FREE WORKPLACE FORM (Attachment 2)
- IDENTIFICATION – Following is identifying information about us:

Brantley & Associates Real Estate Appraisal Corp.  
Federal Tax ID # 59-3414915  
Point of Contact: Mr. R. Shawn Brantley, MAI  
Mailing Address: P.O. Box 12505, Pensacola, Florida 32591  
Physical Address: 100 N. Spring Street, Suite 2, Pensacola, Florida 32502  
Phone: (850) 433-5075  
Email: shawnbrantley@brantleyassociates.com

- ATTACHED INFORMATION SHEET FOR TRANSACTIONS AND CONVEYANCES CORPORATE IDENTIFICATION (Attachment 3)



R. SHAWN BRANTLEY, MAI, SRA, AI-GRS

POST OFFICE BOX 12505 PENSACOLA, FLORIDA 32591  
shawnbrantley@brantleyassociates.com \* www.brantleyassociates.com \* (850) 433-5075



- BELOW ARE CERTIFICATES OF AUTHORITY TO DO BUSINESS

## CITY OF PENSACOLA, FLORIDA

LOCAL BUSINESS TAX  
2015 - 2016

ACCOUNT # 117493

LOCATION 100 N SPRING ST  
PENSACOLA, FL 32502

EXPIRES 09/30/2016

RECEIPT # 105722

OWNER(S) RONALD S BRANTLEY

010003 Gen Employee Category (4-5)

Post in Conspicuous Place

BRANTLEY & ASSOCIATES  
PO BOX 12505  
PENSACOLA, FL 32501

INFORMATION ONLY REMOVE OR FOLD BEHIND BEFORE DISPLAYING RECEIPT

<b>BUSINESS TAX RECEIPT</b> <b>ESCAMBIA COUNTY, FL</b>		<b>JANET HOLLEY, CFC</b> Tax Collector													
THIS BUSINESS TAX RECEIPT EXPIRES SEPTEMBER 30, 2016		PAID-8900855 0001-0001 185 08/18/2015 28 75													
HOLDER IS HEREBY AUTHORIZED TO ENGAGE IN THE BUSINESS, PROFESSION, OR OCCUPATION OF															
REAL ESTATE BROKER 100 N SPRING ST PENSACOLA, FL 32502		<table border="1"> <tr> <th>ACCT</th> <th>TAXES</th> <th>FEES</th> <th>ADVS</th> <th>TOTAL</th> <th>PAID</th> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </table>		ACCT	TAXES	FEES	ADVS	TOTAL	PAID						
ACCT	TAXES	FEES	ADVS	TOTAL	PAID										
BRANTLEY & ASSOCIATES REAL ESTATE APPRAISAL CORP PO BOX 12505 PENSACOLA, FL 32501		OWNER: BRANTLEY, RONALD S													

STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
DIVISION OF REAL ESTATE

## LICENSE NUMBER

CG1006097

The CORPORATION  
Named below HAS REGISTERED  
Under the provisions of Chapter 475 FS  
Expiration date SEP 30, 2016BRANTLEY & ASSOCIATES REAL ESTATE APPRAISAL CORPORATION  
100 N SPRING ST  
PENSACOLA, FL 32501



November 9, 2015

- BELOW ARE OCCUPATIONAL LICENSE(S)

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
FLORIDA REAL ESTATE APPRAISAL BD

<b>LICENSE NUMBER</b>	
RZ280	

The CERTIFIED GENERAL APPRAISER  
Named below IS CERTIFIED  
Under the provisions of Chapter 475 FS.  
Expiration date: NOV 30, 2016



BRANTLEY, RONALD S  
100 N SPRING STREET  
PENSACOLA FL 32501



ISSUED 10/16/2014

DISPLAY AS REQUIRED BY LAW

SEQ # L141016002371

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
DIVISION OF REAL ESTATE

<b>LICENSE NUMBER</b>	
BK3004985	

The BROKER  
Named below IS LICENSED  
Under the provisions of Chapter 475 FS  
Expiration date: MAR 31, 2016



BRANTLEY, RONALD S  
5700 ENGLISH TURN  
PACE FL 32571



ISSUED 08/28/2014

DISPLAY AS REQUIRED BY LAW

SEQ # L1408280003586

- PLEASE FIND ATTACHED OUR CERTIFICATE OF INSURANCE (Attachment 4)

## TAB #2

## • STATEMENT OF QUALIFICATIONS

1. NAME, BUSINESS ADDRESS, AND ADDRESS OF ANY BRANCH OFFICES AND E-MAIL ADDRESSES

Brantley & Associates Real Estate Appraisal Corp.,  
 Mailing Address: POB 12505, Pensacola, FL. 32591  
 Physical Address: 100 North Spring Street, Suite 2, Pensacola, Florida 32502  
 Email Address: [shawnbrantley@brantleyassociates.com](mailto:shawnbrantley@brantleyassociates.com)  
 Phone: 850-433-5075

2. BELOW IS A LIST OF ALL APPRAISAL PERSONNEL WHO MAY BE ASSIGNED TO COUNTY PROJECTS, APPRAISAL DESIGNATIONS HELD, YEARS OF EXPERIENCE AND DATES OF RE-CERTIFICATION, ALONG WITH ANY PLANNED ALLOCATION OF STAFF TO COUNTY PROJECTS:

## SUMMARY OF PERSONNEL WHO MAY BE ASSIGNED TO COUNTY PROJECTS\*

Name	Title	Designations	Years Experience	Certifications	County Experience
R. Shawn Brantley	Principal Appraiser *	MAI, SRA, CCM, MS, AI-GRS	30+	Current	20+
David Singleton	Associate Appraiser	MAI, MBA	8+	Current	5+
Bruce Black	Associate Appraiser	MS	16+	Current	12+

\*Please note that all work will be MAI certified, AI-GRS reviewed, compliant with the most recent edition of the Uniform Standards of Professional Appraisal Practice (USPAP), State Certified, utilize all relevant valuation methodologies, and be certified by Principal Appraiser R. Shawn Brantley.

3. BELOW IS A LISTING OF COUNTIES AND COURTS WHERE THE APPLICANT HAS BEEN ACCEPTED AS AN EXPERT WITNESS, ALONG WITH A LIST OF RECENT CASES IN WHICH THE APPLICANT HAS PARTICIPATED:

R. Shawn Brantley has been qualified and appeared as an expert witness in the Florida counties of Escambia, Santa Rosa, Okaloosa Co, Walton, Duval, Bay and in Baldwin Co, Alabama. Brantley has also qualified as an expert in Federal District Courts. Brantley has been qualified as an expert and testified in court on more than a hundred occasions, including full jury trials. Below is a list of recent cases in which Brantley has participated:

## Recent Court Cases Brantley has participated in.

Attorney/Client	Case Name	Date of Test	Jurisdiction	Type of Case	File No	Judge	Type
DOT	FDOT v Redcliffe Family Enterprises, Inc	Oct-15	Santa Rosa County	Order of Taking	Gulf Breeze Pkwy Pkts H2, 701, 70	Simon	Hearing
Moore Hill & Westmoreland	Leuter v. Friedl, Sovera, Ryan et al	Aug-15	Santa Rosa County	Title Error	RE15JP836	Video Depo follow	Deposition
Moore Hill & Westmoreland	Leuter v. Friedl, Sovera, Ryan et al	Aug-15	Santa Rosa County	Title Error	RE15JP836	N/A	Deposition
DOT	DOT vs Apostle House and others	Jan-15	Santa Rosa County	Order of Taking	Highway 98 719, 739	Simon	Hearing
DOT	DOT vs P&C Thompson Enterprises an	Jan-15	Escambia County	Order of Taking	Hwy 29 132, H4, H9, 160	Duncan	Hearing
DOT	DOT vs Shady Oak IV	Apr-15	Escambia County	Order of Taking	Hwy 29, 120/729, 721, 722, 724, 726, 8	Simon	Trial
Justin Leto	CUA vs Nedian Correen Place Apts., LL	Nov-14	Escambia County	Deficiency Jdmt	VCHDS8084	N/A	Deposition
DOT	DOT vs Cougar Oil	Nov-14	Escambia County	Order of Taking	Gulf Beach Pkwy parcel 107, 110, 111	Tewell	Trial
DOT	DOT vs Martin	Oct-14	Okaloosa County	Order of Taking	Hwy 331, 102, H1, H4, H5, 703, 737	LaPorte	Trial
DOT	DOT vs Navy Crossings LLC	Oct-14	Escambia County	Order of Taking	Gulf Beach Pkwy parcel 101, 102, 104	Nicholson	Trial
DOT	DOT vs Circle K	Sep-14	Santa Rosa County	Order of Taking	Stewart St parcel 100	.	Mediation
DOT	DOT vs Four Arise	Aug-14	Okaloosa County	Order of Taking	Hwy 331, parcel 108/707, 154, 736, 7	Wells	Trial
DOT	DOT vs Domestick	Jul-14	Escambia County	Order of Taking	Stetson Rd, 1101	Goodman	Trial
DOT	DOT vs Padgett	Nov-13	Okaloosa County	Order of Taking	Hwy 331, parcel 126	Green	Trial
Keith Bell	Regions v Point One	Apr-13	Okaloosa County	Deficiency Jdmt	VvF12BM6743 & 3 updates	Brown	Deposition
Barlow	ECUA vs Bear Marcus	Sep-12	Escambia County	Eminent Domain	V12BM7079	Nobles	Trial
Vor	Tanin v. Vision Bank	Jul-12	Federal	Bankruptcy	VC12OS7075	Schuman	Deposition
Barlow	ECUA vs Cabinet Design			Eminent Domain	orig. VC07JV5424		trial
Shipman	Sigmund vs Silros	Jun-11	Escambia County	Contract Dispute	BMH956 & BM5530	Judge Terrell	Trial
Odum & Barlow	ECUA vs Kimberly Woods SD (Presley)	Apr-11	Escambia County	Fee Hearing	N/A	Judge Shackleton	Trial
Myrick	Amos v Amos	Feb-11	Okaloosa County	Divorce	D56282, 6283, 6284	Judge Jack Hefflin	Trial
Myrick	Amos v Amos	Jun-10	Escambia County	Divorce	D56282, 6283, 6284	.	Deposition
DOT	DOT vs Shelby et al	May-10	Santa Rosa County	Order of Taking	Hwy 17, Parcel 101, 102, 700, 104, 105, 109	Rasmussen	Trial
Greenburg Traurig	GT Architecture	Apr-10	Federal, Atlanta, GA	Bankruptcy	Numerous	.	Trial
Jen Spalla	City of Panama City Beach vs Pompano	Dec-09	Bay County	Aquation	R09BM6154	.	Mediation
Batch & Bingham	Forest Oaks SC Bankruptcy Hearing	Oct-09	Federal, Mobile, AL	Bankruptcy	CORR-2009 10 09 - update	Judge Dubose	Trial
Alan Kohr	Wht Properties vs Lutheran Services	Mar-09	Okaloosa County	Estate Dispute	SC09VU5916	Hefflin	Trial
Batch & Bingham	Forest Oaks SC Bankruptcy Hearing	Feb-09	Federal, Mobile, AL	Bankruptcy	SC09BB5915	Judge Dubose	Trial
Lyons, Pipes & Cook	Kennedy vs. Bolls	Oct-08	Baldwin County	Real Estate Dispute	VVF05SB4538	.	Trial
Steve Baker	Ashe vs. Citizens	Aug-08	Escambia County	Insurance	JS5721	.	Deposition
Steve Baker	Hargrove vs. Citizens	Jun-08	Escambia County	Insurance	JV5463	.	Deposition
Steve Baker	Perkins vs. Citizens	Jun-08	Escambia County	Insurance	JV5463	.	Deposition
John Myrick	Kolantz vs. Kolantz	Apr-08	Escambia County	Divorce	AR5528	Judge Greeter	Trial
Steve Baker	Daniel vs. Lloyds	Apr-08	Escambia County	Insurance	JV5270	.	Deposition
Pohl & Short	Slapetos (Dina Sigmund)	Feb-08	Escambia County	Estate Dispute	VVF07BM5530	.	Deposition
Dory Tarver	Vista Del Mar vs. Fidelity	Oct-07	Escambia County	Insurance	JV5416	.	Deposition
Johnson, Green & Miller	Mabre Trial	Jun-07	Escambia County	Divorce	14 parcels	Judge Greeter	Trial
Loumdes, Drosdeck, Doster	"Old South Title" title dispute - Jury Trial	Jan-07	Santa Rosa County	RE Damages	OG07BB5283	Judge Allen	Trial
Shell, Fleming	Barbara Dean Trial	May-06	Escambia County	Divorce	MB4391	Judge Williams	Trial

## 4. PLEASE FIND A SAMPLE APPRAISAL REPORT, WHICH IS ATTACHED. (Attachment 6)

5. BELOW IS A STATEMENT OF THE APPRAISER'S ABILITY TO RESPOND QUICKLY TO REQUESTED APPRAISALS:

We are capable of deploying our personnel upon county assignments on short notice. We have a long history of successfully staffing county projects, completing them competently, and delivering our appraisal reports on time. We pride ourselves on meeting our deadlines and will not miss deadlines unless they are extended for strong reasons, as may be dictated by extenuating circumstances. And even then, we will not miss a deadline unless so authorized by county personnel. We are generally able to deliver most projects within 30 days or less.

6. BELOW ARE THE NAMES, ADDRESSES AND TELEPHONE NUMBERS OF THREE PRIOR CLIENTS WHO CAN BE CONTACTED AS REFERENCES:

<u>BUSINESS NAME</u>	<u>ADDRESS</u>	<u>CONTACT PERSON</u>	<u>PHONE NO</u>
Santa Rosa County County Attorney	6495 Caroline St, Ste. C, Milton, FL 32570	Roy. V. Andrews	(850) 983-1857
City of Mobile, AL. Environmental Director	205 Government St Mobile, AL 36644	Bill Melton	(251) 574-3229
FL Dept. of Transportation RW Acquisition Manager	1074 Highway 90 East Chipley, FL 32428	Thomas Bowen	(850) 638-0250


7. BELOW ARE OTHER MATERIALS OR INFORMATION THAT MIGHT ASSIST THE COUNTY IN EVALUATING OUR QUALIFICATIONS.

Please find attached the C.V. for R. Shawn Brantley, the Principal Appraiser. The C.V. contains a list of entities for whom the firm has completed property valuations. Please be aware that Brantley & Associates has much experience in both commercial and residential property valuations. (Attachment 5)

Thank you for allowing us to provide this information on behalf of our firm. Please let me know if you should have any questions. We appreciate this opportunity to work with you.

Kind regards,

**BRANTLEY & ASSOCIATES REAL ESTATE APPRAISAL CORP.**

  
R. Shawn Brantley, MAI, AI-GRS, SRA, M.S., CCIM  
Cert. Gen. RZ289  
President

ATTACHMENT 1

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),  
FLORIDA STATUTES, ON ENTITY CRIMES

1. This sworn statement is submitted to Escambia County Board of County Commissioners  
(print name of the public entity)

by Ronald Shawn Brantley, President  
(print individual's name and title)

for Brantley & Associates Real Estate Appraisal Corp.  
(print name of entity submitting sworn statement)

whose business address is

100 North Spring Street, Suite 2, Pensacola, FL 32502 (Physical)  
Post Office Box 12505, Pensacola, FL 32591 (Mailing)

and (if applicable) its Federal Employer Identification Number (FEIN) is:

59-3414915

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: \_\_\_\_\_)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any 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. I understand that a "person" as defined in Paragraph 287.133(1)(c), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
- d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (indicate which statement applies.)

- X Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- \_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- \_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(signature)

Sworn to and subscribed before me this 21 day of October, 20 15

Personally known ✓

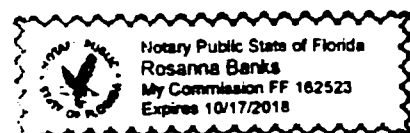
OR produced identification \_\_\_\_\_

Notary Public - State of Florida

(Type of identification)

My commission expires 10/17/2018

(Printed typed or stamped commissioned name of notary public)



ATTACHMENT 2

Drug-Free Workplace Form

The undersigned vendor, in accordance with Florida Statute 287.087 hereby certifies that  
Brantley & Associates Real Estate Appraisal Corp.  
Name of Business

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.
4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

Check one:

- X   As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.
- As the person authorized to sign this statement, this firm ~~does~~ not comply fully with the above requirements.

  
\_\_\_\_\_  
Offeror's Signature

10-21-15

\_\_\_\_\_  
Date



**Information Sheet  
for Transactions and Conveyances  
Corporation Identification**

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital all information is accurate and complete. Please be certain all spelling, capitalization, etc. is exactly as registered with the state or federal government.

Is this a Florida Corporation (Please Circle One) Yes or No

If not a Florida Corporation.

In what state was it created: N/A

Name as spelled in that State: N/A

What kind of corporation is it:

"For Profit"

or

"Not for Profit"

Is it in good standing:

Yes

or

No

Authorized to transact business  
in Florida:

Yes

or

No

State of Florida Department of State Certificate of Authority Document No.: P96000092006

Does it use a registered fictitious name: Yes or No

Names of Officers:

President: Ronald Shawn Brantley

Secretary: Ronald Shawn Brantley

Vice President: Barbara Shows Brantley

Treasurer: Barbara Shows Brantley

Director: Ronald Shawn Brantley

Director: Barbara Shows Brantley

Other: N/A

Other: N/A

Name of Corporation (As used in Florida):

Brantley and Associates Real Estate Appraisal Corp.

(Spelled exactly as it is registered with the state or federal government)

Corporate Address:

Post Office Box: 12505

City, State Zip: Pensacola, FL 32591

Street Address: 100 North Spring St.

City, State, Zip: Pensacola, FL 32502

(Please provide post office box and street address for mail and/or express delivery; also for recorded instruments involving land)

(Please continue and complete page 2)

Page 2 of 2  
Corporate Identification

Federal Identification Number: 59-3414915  
(For all instruments to be recorded, taxpayer's identification is needed)

Contact person for company: R. Shawn Brantley E-mail: shawnbrantley@brantleyassociates.com  
Telephone Number: (850) 433-5075 Facsimile Number: N/A

Name of individual who will sign the instrument on behalf of the company:

R. Shawn Brantley  
(Upon Certification of Award, Contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Purchasing)

(Spelled exactly as it would appear on the instrument)

Title of the individual named above who will sign on behalf of the company:

President

END

---

(850) 488-9000

Verified by: \_\_\_\_\_ Date: \_\_\_\_\_

## ATTACHMENT 4



## CERTIFICATE OF LIABILITY INSURANCE

BRAN&amp;AS-01

CSTINSON

DATE (MM/DD/YYYY)

11/5/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Fisher Brown Bottrell Insurance, Inc. 1701 West Garden Street Pensacola, FL 32502	<b>CONTACT NAME</b> Carla Byers Stinson <b>PHONE (A/C. No. Ext.)</b> (800) 487-2973 <b>FAX (A/C. No.)</b> (850) 438-4678 <b>E-MAIL ADDRESS:</b> cstinson@fbins.com																		
<b>INSURED</b>  Brantley & Associates Real Estate Appraisal Corporation PO Box 12506 Pensacola, FL 32591	<b>INSURER(S) AFFORDING COVERAGE</b> <table border="0"> <tr> <td><b>INSURER A</b></td> <td>CNA Insurance Company</td> <td><b>NAIC #</b></td> </tr> <tr> <td><b>INSURER B</b></td> <td>Zenith Insurance Company</td> <td>13269</td> </tr> <tr> <td><b>INSURER C</b></td> <td>Continental Casualty Company</td> <td>20443</td> </tr> <tr> <td><b>INSURER D</b></td> <td></td> <td></td> </tr> <tr> <td><b>INSURER E</b></td> <td></td> <td></td> </tr> <tr> <td><b>INSURER F</b></td> <td></td> <td></td> </tr> </table>	<b>INSURER A</b>	CNA Insurance Company	<b>NAIC #</b>	<b>INSURER B</b>	Zenith Insurance Company	13269	<b>INSURER C</b>	Continental Casualty Company	20443	<b>INSURER D</b>			<b>INSURER E</b>			<b>INSURER F</b>		
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<b>INSURER D</b>																			
<b>INSURER E</b>																			
<b>INSURER F</b>																			

COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR LTR	TYPE OF INSURANCE	ADOL SUBR RISO WND	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	X COMMERCIAL GENERAL LIABILITY					
	CLAIMS-MADE X OCCUR	X	B2090755585	02/15/2015	02/15/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Hired/Non-Owned \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER					
	X POLICY	PRO				
		JECT				
		LOC				
	OTHER					
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	ANY AUTO					
	ALL OWNED AUTOS	SCHEDULED				
		NON-OWNED				
	HIRED AUTOS	AUTOS				
	UMBRELLA LIAB	OCCUR				EACH OCCURRENCE \$
	EXCESS LIAB	CLAIMS-MADE				AGGREGATE \$
	DED	RETENTION \$				
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					X PER STATUTE OTH-ER
B	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y N/A	Z831457622	02/15/2015	02/15/2016	EL EACH ACCIDENT \$ 100,000 EL DISEASE - EA EMPLOYEE \$ 100,000 EL DISEASE - POLICY LIMIT \$ 500,000
	DESCRIPTION OF OPERATIONS below					
C	Professional		RFB00799007615	07/02/2015	07/02/2016	Liability 1,000,000
C	Professional		RFB00799007615	07/02/2015	07/02/2016	Retention 10,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Project Number: 15-16.002						

<b>CERTIFICATE HOLDER</b>  Escambia County Attn: Claudia Simmons, Purchasing Manager Office of Purchasing, Room 11.101 PO Box 1591 Pensacola, FL 32502-1591	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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## ATTACHMENT 5

CURRICULUM VITAE  
R. SHAWN BRANTLEY, MAI, CCIM, SRA  
BRANTLEY & ASSOCIATES REAL ESTATE APPRAISAL CORP.  
850-433-5075 shawnbrantley@brantleyassociates.com

### AFFILIATIONS/DESIGNATIONS:

MAI Designation: Commercial appraisal designation awarded in 1994, Member #10514

CCIM Designation: Commercial investment designation awarded in 1999, Member #8500

SRA Designation: Residential appraisal designation awarded in 1990, Member #42488

AI - GRS Designation: Review appraisal designation awarded in 2015

State Certified in Florida (Cert Gen RZ289) and Alabama (State Certified General Real Property Appraiser, #G00419) to appraise all types of real property.

FHA Appraiser: Member of Federal Housing Administration's Fee Appraisal Panel, 1986-1994.

VA Appraiser: Member of Veteran's Administration's Fee Appraisal Panel, 1993-2004.

Realtor: Member of Local Association, Florida Association, and National Association of Realtors.

Professional Service: Past President of NWF Chapter of Appraisal Institute for 1997, Admissions Chair for Appraisal Institute in 1996, Have served extensively on Appraisal Institute's Regional Ethics & Counseling Panel, Have served extensively on commercial (MAI) & residential (SRA) candidate experience review committees & professional standards committees for the Appraisal Institute. Past President of Santa Rosa Co. Board of Realtors in 1991, Have served on Realtor's board of directors for many years, Past chairman of Realtors grievance, professional standards, long-range planning & awards committees.

### EXPERIENCE:

Over 30 Years of Experience: Owner/President of Brantley and Associates Real Estate Appraisal Corp. from 2004 to present. Owner of Martin, Brantley & Associates, Inc. from 1997-2004. Owner/President of Brantley Real Estate, Inc. from 1990-1996. Employed as Staff Appraiser with Presley Real Estate, Inc. from 1984-1989.

Court Experience: Have testified in proceedings pertaining to values and damages on more than 100 occasions, including order of takings for eminent domain, jury trials, divorce cases, partition suits, bankruptcy matters, etc. Have qualified in County and Federal Courts.

Varied Experience: Experience includes appraisals in the following property types: Agricultural, Apartments, Automotive dealerships, Banks, Borrow Pits, Cemeteries, Churches, Condemnation matters, Condominiums, Convenience stores, Cropland, Dental facilities, Easements, Eminent domain matters, Extended stay motels, Farms, Fast food facilities, Golf courses, Grain bins, Greenhouses, Hair salons, High-rise condominiums, Homes up to over 9,000SF, Hotels, Industrial properties, Land tracts up to 422,000 acres, Leasehold interests, Liquor stores, Manufacturing plants, Medical facilities, Mobile home parks, Motels, Night Clubs, Offices, Oceanfront properties, Partial Interests, Restaurants, Retail, Right-of-way corridors, RV Parks, Self-storage facilities, Service stations, Shopping centers, Subdivisions, Supermarkets, Timberland, Warehouses, Waterfront property, Wetlands, etc.

Geography of Experience: Most extensive experience is within the Florida counties of Escambia, Santa Rosa, Okaloosa, Walton, & Bay, and the Alabama counties of Baldwin, Mobile, and Escambia.

Other Experience: Employed by ETS (Educational Testing Service) as a test question writer & reviewer for Florida's examination for the state certification of real estate appraisers. Selected by the Florida Dept. of Revenue as participant in its bi-annual Florida Real Estate Value Survey. Selected by University of Florida, Institute of Food & Agricultural Sciences, as participant in its bi-annual survey of North Florida Land Values. Have published magazine articles relevant to real estate appraisal issues.

Partial List of Prior Clients:

Law Firms: Balch & Bingham, LLP; Borowski & Duncan; Chase, Quinnell & Jackson; Clark, Partington, Hart, Larry, Bond & Stackhouse; Greenburg, Traurig; Johnson, Green & Miller; Lindsay, Andrews & Leonard; Litvak, Beasley, Wilson; Locklin, Jones & Saba; Lyons, Pipes & Cook; Moore, Hill & Westmoreland; Shell, Fleming, Davis & Menge; Thompson, Garrett & Hines; Werre & Fitzgerald

Banks: Bank of America, BB&T, Hancock Bank, Centennial Bank, Coastal Bank & Trust, Compass Bank, First American Bank, Regions Bank, SunTrust, Synovus, Wells Fargo.

Governmental Agencies & Political Subdivisions: City of Destin, City of Gulf Breeze, City of Milton, City of Pensacola, Escambia County, Florida Dept. of Environmental Protection, Florida Dept. of Transportation, Okaloosa County, Mobile County, Santa Rosa Bay Bridge Authority, Santa Rosa County, Santa Rosa County School Board, U.S. Army Corps of Engineers, U.S. Department of Housing & Urban Development, U.S. Department of Veterans Affairs.

Corporate Clients: Associates Relocation, American Cyanamid, Baptist Hospital, Baskerville-Donovan, Inc., Blue Sky Timber, LLC, Chicago Title Insurance Co., CBRE, Coldwell Banker Relocation, Cushman Wakefield, Education Credit Union, Elliot-Cooke & Co. CPA's, Equitable Relocation, Farm Credit, Figg Engineers, Inc., General Electric Corp., Gulf Power Co, International Paper Corporation, Medical Center Clinic, P.A., Monsanto Employees Credit Union, Moreland-Altobelli Assoc., Inc., Old Republic Title Insurance Co., Pace Water System, Inc., Sacred Heart Hospital, Saltmarsh, Cleveland & Gund, CPA's, Southern Farm Bureau Casualty Insurance Co, Teachers Federal Credit Union.

EDUCATION:

M.S. Real Estate Appraisal, University of St. Thomas, St. Paul, Minnesota, 2007.

B.S., Finance & Investment Management, University of Alabama, Tuscaloosa, Alabama, 1984.

Over 1,000 classroom hours of specialized appraisal education specific to real estate appraisal:

COURSE DESCRIPTION	DATE	HOURS	SPONSOR
USPAP	08/15	07	Appraisal Institute
Diminution of Value and Severance Damages	05/15	02	American Society of Appraisers
USPAP Update and Core Law	10/14	7/3	Bert Rodgers
Review Theory - General	08/14	20	Appraisal Institute
USPAP Update	10/12	07	Bert Rodgers
Challenging Assignments for Residential	10/12	07	Bert Rodgers
Appraisal of 2-4 Family & Multi-Family Properties	10/12	07	Bert Rodgers
Foreclosure Basics for Appraisals	09/12	07	Bert Rodgers
Florida Laws & Regulations	08/12	03	Bert Rodgers
Business Practices & Ethics	12/10	07	Appraisal Institute
Advanced Appraisal Review	06/10	17	Florida Department of Transportation
Supervisor and Trainee Appraiser	06/10	03	Florida Department of Transportation
USPAP Update and Core Law	06/10	7/3	Florida Department of Transportation
Aviation Valuation	01/09	02	Pensacola Regional Airport
USPAP Update and Core Law	04/08	7/3	Florida Department of Transportation
Supervisor & Trainee Rules & Roles	04/08	03	Florida Department of Transportation
Advanced Appraisal Review	04/08	17	Florida Department of Transportation
Appraisal of Sovereign Submerged Lands	03/08	06	Dept. of Environmental Protection
Valuation of Conservation Easements	01/08	31	Appraisal Institute
Using the HP12C Calculator	11/06	07	Appraisal Institute
Appraisal of Nursing Facilities	11/06	07	Appraisal Institute
Analyzing Operating Expenses	11/06	07	Appraisal Institute
Market & Feasibility Analysis	08/06	40	University of St. Thomas
National USPAP	04/06	07	McKissock
Florida Laws & Regulations	04/06	03	McKissock
Advanced Appraisal Topics	01/06	40	University of St. Thomas
Business Practices & Ethics	12/05	08	Appraisal Institute
Statistical Analysis for Appraisal	08/05	40	University of St. Thomas
USPAP	10/04	07	McKissock
Legal Issues in Valuation	08/04	40	University of St. Thomas
Effective Communication	08/04	40	University of St. Thomas
Uniform Standards for Federal Land Acq.	03/04	16	Appraisal Institute
Timberland Appraisal Methods	02/04	12	Appraisal Institute

# EDUCATION (CONT'D)

COURSE DESCRIPTION	DATE	HOURS	SPONSOR
Effective Appraisal Writing	08/03	07	Appraisal Institute
USPAP	11/02	04	Bert Rodgers
Communicating the Appraisal	11/02	04	Bert Rodgers
Neighborhood Analysis	11/02	04	Bert Rodgers
Residential Subdivision Analysis	11/02	05	Bert Rodgers
Sales Comparison Approach	11/02	06	Bert Rodgers
Appraisal Research and Analysis	11/02	04	Bert Rodgers
Urban Land Economics	08/01	26	Univ. of St. Thomas
USPAP Update	06/01	07	S. Vohmeier
Uniform Standards & Prof. App. Practices	11/00	10	MbKissock
Factory-Built Housing	11/00	10	MbKissock
Automated Valuation Models	11/00	10	MbKissock
USPAP 'Core' Law	08/99	07	NMF Ch. Appraisal Inst.
Comp. Commercial Review	06/99	20	CCIM
Real Estate Decision Analysis	01/99	30	CCIM
Real Estate Market Analysis	09/98	30	CCIM
Real Estate Financial Analysis	03/98	30	CCIM
Standard of Professional Practice 'C'	04/98	15	Appraisal Institute
USPAP 'Core' Law for Appraisers	10/97	07	Appraisal Institute
Condemnation Valuation	05/97	04	EC Ch. Appraisal Inst.
Tomorrows Appraiser	10/96	04	Appraisal Institute
Standards of Prof. App. Prac. A	1996	16	Appraisal Institute
Tools for Better Appraising	1996	01	NMF Ch. Appraisal Inst.
Complex Residential Properties	1995	07	Mid-S.A.C.
Appraising FHA Insured Prop.	1995	07	Appraisal Institute
Exp. Review Training Program	1995	04	NMF Ch. Appraisal Inst.
Understanding Limited Appraisals	1994	07	Appraisal Institute
Standards of Prof App Pract. B	1994	11	Appraisal Institute
Standards of Prof App Pract. A	1994	15	Appraisal Institute
USPAP Core Law Seminar	1994	07	NMF Ch. Appraisal Inst.
Comp. Appraisal Workshop	1994	23	T. Whitmer Co.
USPAP/Environ. Hazards	1992	10	Real Estate Ed. Spec.
Litigation Valuation	1991	15	Appraisal Institute
Adv. Income Capitalization	1989	15	Appraisal Institute
State Cert. Real Est Appr Os-II	1989	60	Bert Rodgers
State Cert. Real Est Appr Os-I	1989	60	Bert Rodgers
Valuation & Report Writing	1988	48	AIREA/Univ. Florida
Case Studies in RE Valuation	1987	48	AIREA/Univ. North Carolina
Standards of Professional Prac	1987	28	AIREA/Texas Christian University
Appl. Residential Prop Valuation	1987	challenged	SREA
Capitalization Theory & Tech B	1987	challenged	AIREA
Capitalization Theory & Tech A	1986	challenged	AIREA
Basic Valuation Proc. (Exam 1A2)	1986	challenged	AIREA
Real Estate Appr Prin. (Exam 1A-1)	1985	challenged	AIREA
Real Estate Brokers Course	1984	48	Bert Rodgers
Principals of Real Estate (R431)	1984	60	University of Alabama
Real Estate Finance (R 436)	1983	60	University of Alabama
Real Estate Salesman's Course	1979	51	Bert Rodgers

## **AGREEMENT FOR REAL ESTATE APPRAISAL SERVICES (PD 15-16.002)**

This is an Agreement made this \_\_\_\_ day of \_\_\_\_\_, 2016, by and between Escambia County, a political subdivision of the State of Florida, by and through its Board of County Commissioners (hereinafter referred to as "County"), with administrative offices located at 221 South Palafox Street, Pensacola, Florida 32502, and G. Daniel Green and Associates, Inc., a for-profit corporation, authorized to do business in the State of Florida (hereinafter referred to as "Consultant"), whose federal identification number is 59-2919932, and whose principal address is 103 Baybridge Drive Gulf Breeze, FL 32561.

### **WITNESSETH:**

**WHEREAS**, on October 19, 2015, the County issued a Request for Qualifications (PD 15-16.002) seeking the services of qualified Professional Appraisers to provide real estate appraisal services on an as needed basis; and

**WHEREAS**, the Consultant submitted a proposal, and the County has determined that the Consultant is qualified to provide professional real estate appraisal services; and

**WHEREAS**, the County desires to enter into an agreement with the Consultant for the provision of such services as provided herein.

**NOW, THEREFORE**, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and the Consultant agree as follows:

1. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.
2. Term. The term of this Agreement shall commence upon the date last executed and continue for a term of one (1) year.
3. Scope of Services. Consultant agrees to provide real estate appraisal services including, but not limited to, the scope of services outlined in Escambia County's RFQ P.D. 15-16.002, attached hereto as **Exhibit A**, and the Consultant's proposal, attached hereto as **Exhibit B**. In the event of a conflict between the terms of the Exhibits referenced above and this Agreement, the terms of this Agreement shall prevail.
4. Compensation. County shall pay Consultant a lump sum fee for assigned appraisal services, which shall be determined on a per assignment basis. This fee shall include all costs and expenses.
5. Purchase Orders. The County shall issue written purchase orders to the Consultant on an as-needed basis. The services shall be described in detail and the time frame in which performance needs to be accomplished will be stated in the



purchase order. No minimum quantity of work is guaranteed during the term of this agreement, and only services ordered pursuant to a purchase order may be compensated.

6. Method of Billing. Consultant may request payment from County by the submission of a properly executed original invoice. Invoices shall reflect the number of hours expended and the amount due and owing for monthly fees with appropriate supporting documentation. The County agrees it shall make its best efforts to pay Consultant within thirty (30) days of receipt and approval of Consultant's invoice. Payments under this agreement and interest on any late payments shall be governed by and construed in accordance with the Florida Prompt Payment Act, §§218.70, et seq., Florida Statutes, as amended.

7. Termination. This Agreement may be immediately terminated for cause by County or terminated for convenience upon providing thirty (30) days written notice to Contractor. This Agreement may be terminated for cause by the Contractor upon providing ninety (90) days written notice to the County. In the event of termination by either party as provided herein, the Contractor shall be paid for services provided through the date of termination.

8. Conflict of Interest. Consultant agrees it shall not contract for or accept employment for the performance of any work or service with any individual, business corporation, or government unit that would create a conflict of interest in the performance of its obligations under this Agreement. Consultant further agrees it will neither take any action nor engage in any conduct that would cause any County employee or official to violate the provisions of Chapter 112, Florida Statutes, relating to ethics in government. Consultant also agrees to comply with the County's ordinance prohibiting conflicts of interest among retained consultants.

9. Indemnification. Consultant shall indemnify and hold harmless Escambia County, its elected and appointed officials, employees, volunteers, representative and agents for any and all claims, suits, actions, damages, liability and expenses arising from or relating to any wrongful act or omission, whether or not the same constitutes a breach of this Agreement or is committed in the course of performing its lobbying duties hereunder, including but not limited to those acts or omissions which are considered defamatory, libelous, discriminatory or otherwise unlawful under applicable laws and any act or omission relating to Consultant failure to maintain insurance as required herein or to properly report or pay any applicable federal, state or local fees or taxes.

10. Insurance. The Consultant is required to carry the following insurance:

(a) Commercial General Liability Commercial General Liability, Form CG1, with \$1,000,000 per occurrence. Excess or umbrella insurance may be purchased to make up the difference, if any, between the policy limits of the underlying policies.

(b) Business Automobile Liability with \$1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.

- (c) Professional Liability with \$1,000,000 per occurrence minimum limit.
  - (d) Florida statutory Workers' Compensation.
  - (e) It is understood and agreed by the parties that in the event that the Consultant consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.
  - (f) Consultant agrees all liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be "A" or other Secure Best Rating with a minimum financial size of "VII", according to the A.M. Best Key Rating Guide Latest Edition. The insurance policies shall be endorsed to provide at least 30 days advance notice of cancellation, nonrenewal or adverse change. Such notices shall be mailed to Escambia County, Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32597.
  - (g) The Board of County Commissioners and Escambia County shall be endorsed as "additional insureds" on all liability policies (except Workers' Compensation and professional liability). Certificates of Insurance shall be provided to Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32597 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County. The Board of County Commissioners and Escambia County shall also be the certificate holders.
11. Independent Contractor Status. In the performance of this Agreement hereunder, Consultant is an independent contractor. Consultant shall not hold itself out as an employee, agent or servant of the County; and Consultant shall not have the power or authority to bind the County in any promise, agreement or representation, other than as specifically provided in this Agreement or as may be expressly provided hereafter in writing by an authorized official of the County.
12. Notice. Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. Unless otherwise notified in writing of a new address, notice shall be made to each party as follows:

To: G. Daniel Green and Associates, Inc  
Attention: G. Daniel Green  
103 Baybridge Drive  
Gulf Breeze, FL 32561

To: County  
Attention: County Administrator  
221 Palafox Place  
Pensacola, Florida 32502

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party

shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

13. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in the County of Escambia.

14. Public Records. The Consultant acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event the Consultant fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Consultant seven days written notice, during which period the Consultant still fails to allow access to such documents, terminate the contract.

15. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Consultant acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

16. Compliance with Laws. Consultant agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement, including but not limited to properly registering as a lobbyist for representation of the County with the appropriate governmental entities as well as making all necessary lobbying reports in a timely manner to the proper authorities.

17. Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

18. Annual Appropriation. Pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the County's performance and obligation to fund this Agreement shall be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature.

COUNTY:  
BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

\_\_\_\_\_  
Witness

\_\_\_\_\_  
By:

BCC Approved: \_\_\_\_\_

\_\_\_\_\_  
Witness

CONSULTANT:

\_\_\_\_\_  
By: G. Daniel Green, President

ATTEST:

By: \_\_\_\_\_

Corporate Secretary

(SEAL)

Approved as to form and legal  
sufficiency.

By/Title: Edual ACA

Date: 12/25/15

**ESCAMBIA COUNTY  
FLORIDA**

**REQUEST FOR QUALIFICATIONS**

**REAL ESTATE APPRAISAL SERVICES**

**SPECIFICATION NUMBER PD 15-16.002**

**Responses Will Be Received Until: 3:00 p.m., CST, Monday, November 16, 2015**

**Office of Purchasing, Room 11.101  
213 Palafox Place, Pensacola, FL 32502  
Matt Langley Bell III Building  
Post Office Box 1591  
Pensacola, FL 32591-1591**

**Board of County Commissioners**

**Steven Barry, Chairman  
Grover Robinson IV, Vice Chairman  
Lumon J. May  
Wilson B. Robertson  
Douglas Underhill**

**Procurement Assistance:**

**Claudia Simmons, Manager  
Office of Purchasing  
2<sup>nd</sup> Floor, Matt Langley Bell, III Building  
213 Palafox Place, Room 11.101  
Pensacola, FL 32502  
Phone: (850) 595-4987  
Fax: (850) 595-4805  
Email: [casimmon@co.escambia.fl.us](mailto:casimmon@co.escambia.fl.us)**

**Website: [www.myescambia.com](http://www.myescambia.com)**

**SPECIAL ACCOMMODATIONS:**

**Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing, (850) 595-4980 at least five (5) working days prior to the solicitation opening.**

**NOTICE**

**It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction**



## **PART A SUMMARY**

The Board of County Commissioners of Escambia County is seeking the Professional Services of qualified firms to provide real estate appraisal services within the geographical boundaries of Escambia County.

The primary objective of this Request for Qualifications is the selection of qualified and experienced Real Estate Appraisal Firms with the right and privilege to provide real estate appraisal services within Escambia County for inclusion in the Real Estate Appraisal Services Agreement to provide quotes for appraisal services as needed by the County.

## **PART I GENERAL INFORMATION**

### **1-1 ISSUING OFFICER**

The project Director shall be Jack Brown, County Administrator. The liaison officer shall be Larry Goodwin, Real Estate Acquisition Manager, Public Works Department, Engineering Division.

The contracting agency shall be the Escambia County Board of Commissioners, c/o the Office of Purchasing, P.O. Box 1591, Pensacola, Florida, 32502

### **1-2 CONTRACT CONSIDERATION**

The Services Agreement for Real Estate Appraisal Services will be a multiple award agreement for a term of twelve (12) months and will be awarded to those firms deemed qualified through the Request for Qualifications described herein.

### **1-3 REJECTION**

The right is reserved by the Board of County Commissioners to accept or reject any or all offers or to waive any informality, existing in any submittal or to accept the submittals which best serves the interest and intent of this project and is from the most responsive and responsible proposer.

### **1-4 INQUIRIES**

Procurement questions may be directed to Claudia Simmons, Purchasing Manager, (850) 595-4987 (Fax) (850) 595-4805, Email: [claudia\\_simmons@co.escambia.fl.us](mailto:claudia_simmons@co.escambia.fl.us).

### **1-5 ADDENDA**

Any changes made in the Request for Proposal shall be brought to the attention of all of those who have provided the proper notices of interest in performing the services.

### **1-6 SCHEDULE**

The following schedule is subject to change and will be adhered to in so far as practical in all actions related to this solicitation:

- A. Mailing date of Request for Qualifications.....October 19, 2015
- B. Receipt of Qualifications .....November 16, 2015, Monday at 3:00p.m., CST, Office of Purchasing Conference Room 11.407
- C. First Committee Meeting.....November 18, 2015 at 3:30p.m., CST

### **PART II INFORMATION REQUIRED FROM FIRMS**

**ALL SUBMITTALS SHALL INCLUDE THE FOLLOWING INFORMATION. PROVIDE ONE (1) ORIGINAL AND 3 (THREE) COPIES OF THE INFORMATION TO BE REVIEWED.**

#### **TAB 2 - Statement of Qualifications**

In rating applicants to be put on the County's list of Professional Appraisers, the County requires the following information:

1. Name, business address, and address of any branch offices and E-mail addresses
2. A list of all appraisal personnel who may be assigned to County projects, appraisal designations held, years of experience and dates of re-certification, along with any planned allocation of staff to county projects;
3. A listing of counties and courts where the applicant has been accepted as an expert witness, along with a list of recent cases in which the applicant has participated;
4. A sample appraisal report;
5. A statement of the appraiser's ability to respond quickly to requested appraisals;
6. The names, addresses and telephone numbers of a least three (3) of your most recent clients who can be contacted as references; and
7. Any other materials or information that might assist the County in evaluating your qualifications.



### **PART III SCOPE OF WORK**

Escambia County is creating a selective list of approved Professional Appraisers for possible future assignments to assist Escambia County in its determination of valuation of property under varying circumstances, such as for eminent domain proceedings, acquisition, conveyance, and other transactional purposes. The County is seeking the services of Residential Appraisers and Commercial Appraisers. License requirements will be commensurate with the work to be performed.

In order to qualify for the County's list of Professional Appraisers, the appraiser must be able to perform Residential Appraisals or Commercial Appraisals, have a minimum of five years of professional experience related to the completion of appraisals, and provide a complete list of entities for whom appraisals have been completed.

All appraisals must be prepared in conformance with the most recent edition of the Uniform Standards of Professional Appraisal Practice (USPAP) promulgated by the Appraisal Standards Board of the Appraisal Foundation.

A Service Agreement will be entered into with multiple firms based upon the responsibility and responsiveness to the needs of the County. Prior to each assignment an hourly rate and total cost schedule will be requested for each assignment to be provided in fulfillment of the requested services from all qualified firms under the Service Agreement. Response time for return of quotes is expected to be within 5 working days. Time frame for completion of all appraisals is expected to be within 4 weeks. Appraisal Services may be required for both commercial and residential Real Estate. Firms may be qualified for both or either type of Appraisal Services.

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),  
FLORIDA STATUTES, ON ENTITY CRIMES

1. This sworn statement is submitted to Escambia County  
(print name of the public entity)  
by Michelle Palmer, Production Manager  
(print individual's name and title)  
for G. Daniel Green and Associates, Inc.  
(print name of entity submitting sworn statement)

whose business address is

103 Bay bridge Drive, Gulf Breeze, FL  
32561

and (if applicable) its Federal Employer Identification Number (FEIN) is:

59-2919932

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: \_\_\_\_\_)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any 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. I understand that a "person" as defined in Paragraph 287.133(1)(e). Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (indicate which statement applies.)

g Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(signature)

Sworn to an subscribed before me this 20<sup>th</sup> day of October, 2015

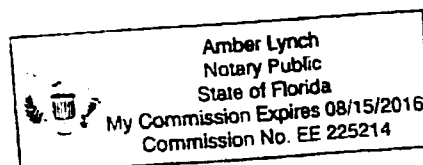
Personally known \_\_\_\_\_

OR produced identification FL Drivers license Notary Public - State of Florida

\_\_\_\_\_  
(Type of identification)

My commission expires \_\_\_\_\_

\_\_\_\_\_  
(Printed typed or stamped commissioned name of notary public)



### Drug-Free Workplace Form

The undersigned vendor, in accordance with Florida Statute 287.087 hereby certifies that  
G. Daniel Greent Assoc. Inc does:  
Name of Business

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.
4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

Check one:

X As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.

       As the person authorized to sign this statement, this firm does not comply fully with the above requirements.

  
Offeror's Signature

19-Oct-2015  
Date

**Information Sheet  
for Transactions and Conveyances  
Corporation Identification**

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital all information is accurate and complete. Please be certain all spelling, capitalization, etc. is exactly as registered with the state or federal government.

Is this a Florida Corporation (Please Circle One)  
Yes or No

If not a Florida Corporation,

In what state was it created: \_\_\_\_\_

Name as spelled in that State: \_\_\_\_\_

What kind of corporation is it: "For Profit" or "Not for Profit"

Is it in good standing: Yes or No

Authorized to transact business  
in Florida:

Yes or No

State of Florida Department of State Certificate of Authority Document No.: \_\_\_\_\_

Does it use a registered fictitious name: Yes or No

Names of Officers:

President: G. Daniel Green Secretary: \_\_\_\_\_

Vice President: \_\_\_\_\_ Treasurer: \_\_\_\_\_

Director: \_\_\_\_\_ Director: \_\_\_\_\_

Other: \_\_\_\_\_ Other: \_\_\_\_\_

Name of Corporation (As used in Florida):

G. Daniel Green and Associates, Inc.  
(Spelled exactly as it is registered with the state or federal government)

Corporate Address:

Post Office Box: \_\_\_\_\_

City, State Zip: \_\_\_\_\_

Street Address: 103 Baybridge Drive

City, State, Zip: Gulf Breeze, FL 32561

(Please provide post office box and street address for mail and/or express delivery; also for recorded instruments involving land)

(Please continue and complete page 2)

Page 2 of 2  
Corporate Identification

Federal Identification Number: 59-2919932  
(For all instruments to be recorded, taxpayer's identification is needed)

Contact person for company: Laura Reagan E-mail: laura@gdaniel  
Telephone Number: 434 1797 Facsimile Number: 432 8679 green.com

Name of individual who will sign the instrument on behalf of the company:

Michelle Palmer

(Upon Certification of Award, Contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Purchasing)

(Spelled exactly as it would appear on the instrument)

Title of the individual named above who will sign on behalf of the company:

Production Manager

END

---

(850) 488-9000

Verified by: \_\_\_\_\_ Date: \_\_\_\_\_

## **AGREEMENT FOR REAL ESTATE APPRAISAL SERVICES (PD 15-16.002)**

This is an Agreement made this \_\_\_\_ day of \_\_\_\_\_, 2016, by and between Escambia County, a political subdivision of the State of Florida, by and through its Board of County Commissioners (hereinafter referred to as "County"), with administrative offices located at 221 South Palafox Street, Pensacola, Florida 32502, and Fruitticher-Lowery Appraisal Group, Inc., a for-profit corporation, authorized to do business in the State of Florida (hereinafter referred to as "Consultant"), whose federal identification number is 62-1664807, and whose principal address is 3000 Langley Avenue, Ste. 402 Pensacola, Florida 32504.

### **WITNESSETH:**

**WHEREAS**, on October 19, 2015, the County issued a Request for Qualifications (PD 15-16.002) seeking the services of qualified Professional Appraisers to provide real estate appraisal services on an as needed basis; and

**WHEREAS**, the Consultant submitted a proposal, and the County has determined that the Consultant is qualified to provide professional real estate appraisal services; and

**WHEREAS**, the County desires to enter into an agreement with the Consultant for the provision of such services as provided herein.

**NOW, THEREFORE**, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and the Consultant agree as follows:

1. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.
2. Term. The term of this Agreement shall commence upon the date last executed and continue for a term of one (1) year.
3. Scope of Services. Consultant agrees to provide real estate appraisal services including, but not limited to, the scope of services outlined in Escambia County's RFQ P.D. 15-16.002, attached hereto as **Exhibit A**, and the Consultant's proposal, attached hereto as **Exhibit B**. In the event of a conflict between the terms of the Exhibits referenced above and this Agreement, the terms of this Agreement shall prevail.
4. Compensation. County shall pay Consultant a lump sum fee for assigned appraisal services, which shall be determined on a per assignment basis. This fee shall include all costs and expenses.
5. Purchase Orders. The County shall issue written purchase orders to the Consultant on an as-needed basis. The services shall be described in detail and the time frame in which performance needs to be accomplished will be stated in the



purchase order. No minimum quantity of work is guaranteed during the term of this agreement, and only services ordered pursuant to a purchase order may be compensated.

6. Method of Billing. Consultant may request payment from County by the submission of a properly executed original invoice. Invoices shall reflect the number of hours expended and the amount due and owing for monthly fees with appropriate supporting documentation. The County agrees it shall make its best efforts to pay Consultant within thirty (30) days of receipt and approval of Consultant's invoice. Payments under this agreement and interest on any late payments shall be governed by and construed in accordance with the Florida Prompt Payment Act, §§218.70, et seq., Florida Statutes, as amended.

7. Termination. This Agreement may be immediately terminated for cause by County or terminated for convenience upon providing thirty (30) days written notice to Contractor. This Agreement may be terminated for cause by the Contractor upon providing ninety (90) days written notice to the County. In the event of termination by either party as provided herein, the Contractor shall be paid for services provided through the date of termination.

8. Conflict of Interest. Consultant agrees it shall not contract for or accept employment for the performance of any work or service with any individual, business corporation, or government unit that would create a conflict of interest in the performance of its obligations under this Agreement. Consultant further agrees it will neither take any action nor engage in any conduct that would cause any County employee or official to violate the provisions of Chapter 112, Florida Statutes, relating to ethics in government. Consultant also agrees to comply with the County's ordinance prohibiting conflicts of interest among retained consultants.

9. Indemnification. Consultant shall indemnify and hold harmless Escambia County, its elected and appointed officials, employees, volunteers, representative and agents for any and all claims, suits, actions, damages, liability and expenses arising from or relating to any wrongful act or omission, whether or not the same constitutes a breach of this Agreement or is committed in the course of performing its lobbying duties hereunder, including but not limited to those acts or omissions which are considered defamatory, libelous, discriminatory or otherwise unlawful under applicable laws and any act or omission relating to Consultant failure to maintain insurance as required herein or to properly report or pay any applicable federal, state or local fees or taxes.

10. Insurance. The Consultant is required to carry the following insurance:

(a) Commercial General Liability Commercial General Liability, Form CG1, with \$1,000,000 per occurrence. Excess or umbrella insurance may be purchased to make up the difference, if any, between the policy limits of the underlying policies.

(b) Business Automobile Liability with \$1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.

- (c) Professional Liability with \$1,000,000 per occurrence minimum limit.
- (d) Florida statutory Workers' Compensation.
- (e) It is understood and agreed by the parties that in the event that the Consultant consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.
- (f) Consultant agrees all liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be "A" or other Secure Best Rating with a minimum financial size of "VII", according to the A.M. Best Key Rating Guide Latest Edition. The insurance policies shall be endorsed to provide at least 30 days advance notice of cancellation, nonrenewal or adverse change. Such notices shall be mailed to Escambia County, Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32597.
- (g) The Board of County Commissioners and Escambia County shall be endorsed as "additional insureds" on all liability policies (except Workers' Compensation and professional liability). Certificates of Insurance shall be provided to Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32597 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County. The Board of County Commissioners and Escambia County shall also be the certificate holders.

11. Independent Contractor Status. In the performance of this Agreement hereunder, Consultant is an independent contractor. Consultant shall not hold itself out as an employee, agent or servant of the County; and Consultant shall not have the power or authority to bind the County in any promise, agreement or representation, other than as specifically provided in this Agreement or as may be expressly provided hereafter in writing by an authorized official of the County.

12. Notice. Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. Unless otherwise notified in writing of a new address, notice shall be made to each party as follows:

To: Fruitticher Lowery Appraisal Group, Inc  
Attention: Rodger K. Lowery  
3000 Langley Avenue, Ste 402  
Pensacola, FL 32504

To: County  
Attention: County Administrator  
221 Palafox Place  
Pensacola, Florida 32502

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of

which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

13. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in the County of Escambia.

14. Public Records. The Consultant acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event the Consultant fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Consultant seven days written notice, during which period the Consultant still fails to allow access to such documents, terminate the contract.

15. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Consultant acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

16. Compliance with Laws. Consultant agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement, including but not limited to properly registering as a lobbyist for representation of the County with the appropriate governmental entities as well as making all necessary lobbying reports in a timely manner to the proper authorities.

17. Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

18. Annual Appropriation. Pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the County's performance and obligation to fund this Agreement shall be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement on the respective dates under each signature.

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

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

\_\_\_\_\_  
By:

BCC Approved: \_\_\_\_\_

**CONSULTANT:**

\_\_\_\_\_  
By: Rodger K. Lowery, President

**ATTEST:**

By: \_\_\_\_\_

Corporate Secretary

(SEAL)

Approved as to form and legal  
sufficiency

By/Title: K. Duval

Date: 12/28/15

**ESCAMBIA COUNTY  
FLORIDA**

**REQUEST FOR QUALIFICATIONS**

**REAL ESTATE APPRAISAL SERVICES**

**SPECIFICATION NUMBER PD 15-16.002**

**Responses Will Be Received Until: 3:00 p.m., CST, Monday, November 16, 2015**

Office of Purchasing, Room 11.101  
213 Palafox Place, Pensacola, FL 32502  
Matt Langley Bell III Building  
Post Office Box 1591  
Pensacola, FL 32591-1591

**Board of County Commissioners**

Steven Barry, Chairman  
Grover Robinson IV, Vice Chairman  
Lumon J. May  
Wilson B. Robertson  
Douglas Underhill

**Procurement Assistance:**

Claudia Simmons, Manager  
Office of Purchasing  
2<sup>nd</sup> Floor, Matt Langley Bell, III Building  
213 Palafox Place, Room 11.101  
Pensacola, FL 32502  
Phone: (850) 595-4987  
Fax: (850) 595-4805  
Email: [casimmon@co.escambia.fl.us](mailto:casimmon@co.escambia.fl.us)

Website: [www.myescambia.com](http://www.myescambia.com)

**SPECIAL ACCOMMODATIONS:**

Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing, (850) 595-4980 at least five (5) working days prior to the solicitation opening.

**NOTICE**

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction



## **PART A SUMMARY**

The Board of County Commissioners of Escambia County is seeking the Professional Services of qualified firms to provide real estate appraisal services within the geographical boundaries of Escambia County.

The primary objective of this Request for Qualifications is the selection of qualified and experienced Real Estate Appraisal Firms with the right and privilege to provide real estate appraisal services within Escambia County for inclusion in the Real Estate Appraisal Services Agreement to provide quotes for appraisal services as needed by the County.

## **PART 1 GENERAL INFORMATION**

### **1-1 ISSUING OFFICER**

The project Director shall be Jack Brown, County Administrator. The liaison officer shall be Larry Goodwin, Real Estate Acquisition Manager, Public Works Department, Engineering Division.

The contracting agency shall be the Escambia County Board of Commissioners, c/o the Office of Purchasing, P.O. Box 1591, Pensacola, Florida, 32502

### **1-2 CONTRACT CONSIDERATION**

The Services Agreement for Real Estate Appraisal Services will be a multiple award agreement for a term of twelve (12) months and will be awarded to those firms deemed qualified through the Request for Qualifications described herein.

### **1-3 REJECTION**

The right is reserved by the Board of County Commissioners to accept or reject any or all offers or to waive any informality, existing in any submittal or to accept the submittals which best serves the interest and intent of this project and is from the most responsive and responsible proposer.

### **1-4 INQUIRIES**

Procurement questions may be directed to Claudia Simmons, Purchasing Manager, (850) 595-4987 (Fax) (850) 595-4805, Email: [claudia\\_simmons@co.escambia.fl.us](mailto:claudia_simmons@co.escambia.fl.us).

### **1-5 ADDENDA**

Any changes made in the Request for Proposal shall be brought to the attention of all of those who have provided the proper notices of interest in performing the services.

### **1-6 SCHEDULE**

The following schedule is subject to change and will be adhered to in so far as practical in all actions related to this solicitation:

- A. Mailing date of Request for Qualifications.....October 19, 2015
- B. Receipt of Qualifications .....November 16, 2015, Monday at 3:00p.m., CST, Office of Purchasing Conference Room 11.407
- C. First Committee Meeting.....November 18, 2015 at 3:30p.m., CST

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**ALL SUBMITTALS SHALL INCLUDE THE FOLLOWING INFORMATION. PROVIDE ONE (1) ORIGINAL AND 3 (THREE) COPIES OF THE INFORMATION TO BE REVIEWED.**

### **TAB 2 - Statement of Qualifications**

In rating applicants to be put on the County's list of Professional Appraisers, the County requires the following information:

1. Name, business address, and address of any branch offices and E-mail addresses
2. A list of all appraisal personnel who may be assigned to County projects, appraisal designations held, years of experience and dates of re-certification, along with any planned allocation of staff to county projects;
3. A listing of counties and courts where the applicant has been accepted as an expert witness, along with a list of recent cases in which the applicant has participated;
4. A sample appraisal report;
5. A statement of the appraiser's ability to respond quickly to requested appraisals;
6. The names, addresses and telephone numbers of a least three (3) of your most recent clients who can be contacted as references; and
7. Any other materials or information that might assist the County in evaluating your qualifications.



### **PART III SCOPE OF WORK**

Escambia County is creating a selective list of approved Professional Appraisers for possible future assignments to assist Escambia County in its determination of valuation of property under varying circumstances, such as for eminent domain proceedings, acquisition, conveyance, and other transactional purposes. The County is seeking the services of Residential Appraisers and Commercial Appraisers. License requirements will be commensurate with the work to be performed.

In order to qualify for the County's list of Professional Appraisers, the appraiser must be able to perform Residential Appraisals or Commercial Appraisals, have a minimum of five years of professional experience related to the completion of appraisals, and provide a complete list of entities for whom appraisals have been completed.

All appraisals must be prepared in conformance with the most recent edition of the Uniform Standards of Professional Appraisal Practice (USPAP) promulgated by the Appraisal Standards Board of the Appraisal Foundation.

A Service Agreement will be entered into with multiple firms based upon the responsibility and responsiveness to the needs of the County. Prior to each assignment an hourly rate and total cost schedule will be requested for each assignment to be provided in fulfillment of the requested services from all qualified firms under the Service Agreement. Response time for return of quotes is expected to be within 5 working days. Time frame for completion of all appraisals is expected to be within 4 weeks. Appraisal Services may be required for both commercial and residential Real Estate. Firms may be qualified for both or either type of Appraisal Services.

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),  
FLORIDA STATUTES, ON ENTITY CRIMES

1. This sworn statement is submitted to ESCAMBIA COUNTY  
(print name of the public entity)  
by RODGER K. LOWERY, PRESIDENT  
(print individual's name and title)  
for FRUITLICHER LOWERY APPRAISAL GROUP, INC  
(print name of entity submitting sworn statement)

whose business address is

3000 LANGLEY AVENUE, STE 402  
PENSACOLA, FLORIDA 32504

and (if applicable) its Federal Employer Identification Number (FEIN) is:

62-1664807

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: \_\_\_\_\_)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any 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. I understand that a "person" as defined in Paragraph 287.133(1)(c), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

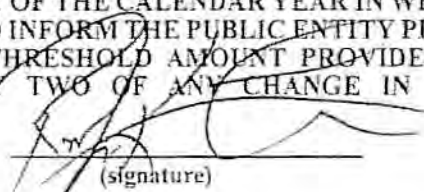
d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (indicate which statement applies.)

☒ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

  
(signature)

Sworn to and subscribed before me this 12<sup>th</sup> day of November, 2015

Personally known

OR produced identification \_\_\_\_\_

(Type of identification)

Notary Public - State of Florida

My commission expires 4/26/2016

(Printed typed or stamped commissioned name of notary public)



Frances Diane Corley  
Notary Public  
Commission No: EE 168796  
Expires 4-26/2016

### Drug-Free Workplace Form

The undersigned vendor, in accordance with Florida Statute 287.087 hereby certifies that FRUITTICHER LOWERY APPRAISAL GRP. does:

Name of Business

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.
4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

Check one:

☒

As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.

☐

As the person authorized to sign this statement, this firm does not comply fully with the above requirements.

  
Offeror's Signature

11/12/15  
Date

**Information Sheet  
for Transactions and Conveyances  
Corporation Identification**

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital all information is accurate and complete. Please be certain all spelling, capitalization, etc. is exactly as registered with the state or federal government.

Is this a Florida Corporation (Please Circle One) Yes or No

If not a Florida Corporation.

In what state was it created: \_\_\_\_\_

Name as spelled in that State: \_\_\_\_\_

What kind of corporation is it: "For Profit" or "Not for Profit"

Is it in good standing: Yes or No

Authorized to transact business in Florida: Yes or No

State of Florida Department of State Certificate of Authority Document No.: P97000000865

Does it use a registered fictitious name: Yes or No

Names of Officers:

President: RODGER K. LOWERY

Secretary: RODGER K. LOWERY

Vice President: JOHN T. FRUITTICHER, JR.

Treasurer: JOHN T. FRUITTICHER, JR.

Director: RODGER K. LOWERY

Director: JOHN T. FRUITTICHER, JR.

Other: \_\_\_\_\_

Other: \_\_\_\_\_

Name of Corporation (As used in Florida):

FRUITTICHER LOWERY APPRAISAL GROUP, INC.

(Spelled exactly as it is registered with the state or federal government)

Corporate Address:

Post Office Box: N/A

City, State Zip: PENSACOLA, FLORIDA 32504

Street Address: 3000 LANGLEY AVENUE STE 402

City, State, Zip: PENSACOLA, FLORIDA 32504

(Please provide post office box and street address for mail and/or express delivery; also for recorded instruments involving land)

(Please continue and complete page 2)

Page 2 of 2  
Corporate Identification

Federal Identification Number: 62-1664807  
(For all instruments to be recorded, taxpayer's identification is needed)

Contact person for company: RODGER K. LOWERY E-mail: RLOWERY@flag1.NET  
Telephone Number: 850-477-0419 Facsimile Number: 850-477-7931

Name of individual who will sign the instrument on behalf of the company:

RODGER K. LOWERY  
(Upon Certification of Award, Contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Purchasing)

(Spelled exactly as it would appear on the instrument)

Title of the individual named above who will sign on behalf of the company:

President

END

---

(850) 488-9000

Verified by: \_\_\_\_\_ Date: \_\_\_\_\_



STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
FLORIDA REAL ESTATE APPRAISAL BD

**LICENSE NUMBER**

RZ1922

The CERTIFIED GENERAL APPRAISER  
Named below IS CERTIFIED  
Under the provisions of Chapter 475 FS.  
Expiration date: NOV 30, 2016

LOWERY, RODGER K  
3000 LANGLEY AVENUE #402  
PENSACOLA FL 32504



ISSUED: 11/25/2014

DISPLAY AS REQUIRED BY LAW

SEQ # L1411250002276





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
3/10/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER  
McMahon-Hadder Insurance, Inc.  
375 North 9th Ave., Suite A

Pensacola FL 32502

INSURED  
Fruitticher - Lowery Appraisal Group  
3000 Langley Blvd #402

Pensacola FL 32504

CONTACT NAME: Kathy Howard, CIC

PHONE (A/C No. Ext): (850) 484-7011

FAX (A/C No.): (850) 474-5201

EMAIL: kathy@mcmahonhadder.com

ADDRESS

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Retail First Insurance Company

INSURER B: Liberty Surplus Insurance Corp

INSURER C

INSURER D

INSURER E

INSURER F

## COVERAGES

CERTIFICATE NUMBER: 15/16

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSURER LTR	TYPE OF INSURANCE	AUTO. INSUR. RSR. RVD.	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY					EACH OCCURRENCE \$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR					MED EXP (Any one person) \$
						PERSONAL & ADV INJURY \$
						GENERAL AGGREGATE \$
	GEN'L AGGREGATE LIMIT APPLIES PER					PRODUCTS - COMPROP AGG \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					\$
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$
						\$
	UMBRELLA LIAB	<input type="checkbox"/> OCCUR				EACH OCCURRENCE \$
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$
	DED	RETENTIONS				\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					X WC STATUS: <input type="checkbox"/> TOBY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED* (Mandatory in NH)	<input type="checkbox"/> Y/N	520-30244	3/1/2015	3/1/2016	E L EACH ACCIDENT \$ 100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				E L DISEASE - EA EMPLOYEE \$ 100,000
						E L DISEASE - POLICY LIMIT \$ 500,000
B	Professional Liability		DMPL-100129-15	3/11/2015	3/11/2016	Each Claim \$1,000,000
	Deductible \$5,000					Aggregate \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

## CERTIFICATE HOLDER

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

D McMahon, III, CIC/R

ACORD 25 (2010/05)

INS025 (05/05/01)

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1. Fruitticher Lowery Appraisal Group, Inc.  
3000 Langley Avenue, Suite 402  
Pensacola, FL 32504
2. Rodger Lowery, MAI - State-Certified General Real Estate Appraiser  
Tom Fruitticher, MAI - State-Certified General Real Estate Appraiser  
Lisa Bradley, State-Certified General Real Estate Appraiser  
Steven Campbell, State-Certified General Real Estate Appraiser  
Dave Stubbings, State-Certified General Real Estate Appraiser
3. List Attached
4. Sample Appraisal Attached
5. Normal Turn around time is 2 to 4 weeks.
6. Client References:
  - a. Gary Ray, MAI  
Iberia Bank 710 NW Evangeline Thoroughway  
Lafayette, LA 70501  
214-578-4482
  - b. Hutch Thompson  
State Bank and Trust  
1141 Montmot Drive, Suite 3010  
Mobile, AL 36609  
251-660-6964
  - c. Brian Burks  
BBVA Compass.  
2200 Post Oak Boulevard , 21<sup>st</sup> floor  
Houston, TX 77056  
713-968-8269

NCUA v. Nadlan Corteen Place Apartments, et al  
U.S. District Court, Middle District of Florida  
Case #6:13-cv-00673-GAP-GJK  
Attorney: Mr. Laurence Litow, Roetzel and Andress  
Ft. Lauderdale, Florida  
Escambia County, Florida  
July 2014

Beal Bank v. Kobi Karp  
U.S. District Court, Northern District of Florida  
Attorney: Mr. Michael McLeod, Rumrell, Bate, McLeod & Brock, P.A.  
Boca Raton, Florida  
Miami, Florida Land  
August 2014

Gloria Plott v. Barbara Harding Dempsey  
Escambia County Circuit Court  
Case #2014-CA-001036  
Attorney: Kathleen White, McDonald, Fleming, Moorhead, Attorneys at Law  
Beulah Road Property  
March 2015

Charter Bank v Presidio Developers, LLC  
Okaloosa County Circuit Court  
Attorney: Mr. Ted Borowski, Borowski & Traylor  
Presidio Condominium Development, Ft. Walton Beach, Fl.  
June 2014

Robert Blackerby v. Alan O'Neal Court Case 2/1/2007  
Atty. Philip Bates  
Bay County Case #04-1364-CA  
Bay County, Florida

Posey v. Samaritan Development 7/10/2008  
Circuit Court Escambia County, Florida Case #07-A-07489-9  
Atty. Chad Adams, Brogdon, Davis & Adams, LLC  
Decatur, Georgia  
2008

Regions Bank vs. Lambert Properties, LLC  
Bankruptcy Case, Mobile, Alabama  
Atty. Brian Walding, Walding, LLC, Montgomery, Alabama  
2009

Federal Trust Bank v. Marshall Investment Corporation  
US District Court, Middle District of Florida  
Case #6:07-cv-01233-ORI-ACC-KRS  
2009

CS Assets v. West Beach, et al  
Baldwin County Case #CV07-pwg-2254-S  
2008

Amos v. Amos  
Okaloosa Circuit Court, 1<sup>st</sup> Judicial District  
Case #2007-DR-000467-S  
Mr. Mark Bednar, Attorney  
2010

Surfside Condominiums, et al v. Proset Systems, Inc., et al  
Circuit Court of Baldwin County, Alabama  
Case # CV-2008-900679  
William Mudd/David Wells, Attorneys  
Whitaker, Mudd, Simms, Luke & Wells, LLC  
Birmingham, Al.  
Deposition in February 2010

CS Assets v. West Beach, et al  
Baldwin County Case #CV07-pwg-2254-S  
2008

Amos v. Amos  
Okaloosa Circuit Court, 1<sup>st</sup> Judicial District  
Case #2007-DR-000467-S  
Mr. Mark Bednar, Attorney  
2010

Surfside Condominiums, et al v. Proset Systems, Inc., et al  
Circuit Court of Baldwin County, Alabama  
Case # CV-2008-900679  
William Mudd/David Wells, Attorneys  
Whitaker, Mudd, Simms, Luke & Wells, LLC  
Birmingham, Al.  
Deposition in February 2010

## **AGREEMENT FOR REAL ESTATE APPRAISAL SERVICES (PD 15-16.002)**

This is an Agreement made this \_\_\_\_ day of \_\_\_\_\_, 2016, by and between Escambia County, a political subdivision of the State of Florida, by and through its Board of County Commissioners (hereinafter referred to as "County"), with administrative offices located at 221 South Palafox Street, Pensacola, Florida 32502, and Presley-McKenney & Associates, Inc., a for-profit corporation, authorized to do business in the State of Florida (hereinafter referred to as "Consultant"), whose federal identification number is 58-2675189, and whose principal address is 913 Gulf Breeze Parkway #30 Gulf Breeze, Florida 32561

### **WITNESSETH:**

**WHEREAS**, on October 19, 2015, the County issued a Request for Qualifications (PD 15-16.002) seeking the services of qualified Professional Appraisers to provide real estate appraisal services on an as needed basis; and

**WHEREAS**, the Consultant submitted a proposal, and the County has determined that the Consultant is qualified to provide professional real estate appraisal services; and

**WHEREAS**, the County desires to enter into an agreement with the Consultant for the provision of such services as provided herein.

**NOW, THEREFORE**, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and the Consultant agree as follows:

1. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.
2. Term. The term of this Agreement shall commence upon the date last executed and continue for a term of one (1) year.
3. Scope of Services. Consultant agrees to provide real estate appraisal services including, but not limited to, the scope of services outlined in Escambia County's RFQ P.D. 15-16.002, attached hereto as **Exhibit A**, and the Consultant's proposal, attached hereto as **Exhibit B**. In the event of a conflict between the terms of the Exhibits referenced above and this Agreement, the terms of this Agreement shall prevail.
4. Compensation. County shall pay Consultant a lump sum fee for assigned appraisal services, which shall be determined on a per assignment basis. This fee shall include all costs and expenses.
5. Purchase Orders. The County shall issue written purchase orders to the Consultant on an as-needed basis. The services shall be described in detail and the time frame in which performance needs to be accomplished will be stated in the purchase order. No minimum quantity of work is guaranteed during the term of this

agreement, and only services ordered pursuant to a purchase order may be compensated.

6. Method of Billing. Consultant may request payment from County by the submission of a properly executed original invoice. Invoices shall reflect the number of hours expended and the amount due and owing for monthly fees with appropriate supporting documentation. The County agrees it shall make its best efforts to pay Consultant within thirty (30) days of receipt and approval of Consultant's invoice. Payments under this agreement and interest on any late payments shall be governed by and construed in accordance with the Florida Prompt Payment Act, §§218.70, et seq., Florida Statutes, as amended.

7. Termination. This Agreement may be immediately terminated for cause by County or terminated for convenience upon providing thirty (30) days written notice to Contractor. This Agreement may be terminated for cause by the Contractor upon providing ninety (90) days written notice to the County. In the event of termination by either party as provided herein, the Contractor shall be paid for services provided through the date of termination.

8. Conflict of Interest. Consultant agrees it shall not contract for or accept employment for the performance of any work or service with any individual, business corporation, or government unit that would create a conflict of interest in the performance of its obligations under this Agreement. Consultant further agrees it will neither take any action nor engage in any conduct that would cause any County employee or official to violate the provisions of Chapter 112, Florida Statutes, relating to ethics in government. Consultant also agrees to comply with the County's ordinance prohibiting conflicts of interest among retained consultants.

9. Indemnification. Consultant shall indemnify and hold harmless Escambia County, its elected and appointed officials, employees, volunteers, representative and agents for any and all claims, suits, actions, damages, liability and expenses arising from or relating to any wrongful act or omission, whether or not the same constitutes a breach of this Agreement or is committed in the course of performing its lobbying duties hereunder, including but not limited to those acts or omissions which are considered defamatory, libelous, discriminatory or otherwise unlawful under applicable laws and any act or omission relating to Consultant failure to maintain insurance as required herein or to properly report or pay any applicable federal, state or local fees or taxes.

10. Insurance. The Consultant is required to carry the following insurance:

(a) Commercial General Liability Commercial General Liability, Form CG1, with \$1,000,000 per occurrence. Excess or umbrella insurance may be purchased to make up the difference, if any, between the policy limits of the underlying policies.

(b) Business Automobile Liability with \$1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.



- (c) Professional Liability with \$1,000,000 per occurrence minimum limit.
- (d) Florida statutory Workers' Compensation.
- (e) It is understood and agreed by the parties that in the event that the Consultant consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.
- (f) Consultant agrees all liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be "A" or other Secure Best Rating with a minimum financial size of "VII", according to the A.M. Best Key Rating Guide Latest Edition. The insurance policies shall be endorsed to provide at least 30 days advance notice of cancellation, nonrenewal or adverse change. Such notices shall be mailed to Escambia County, Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32597.
- (g) The Board of County Commissioners and Escambia County shall be endorsed as "additional insureds" on all liability policies (except Workers' Compensation and professional liability). Certificates of Insurance shall be provided to Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32597 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County. The Board of County Commissioners and Escambia County shall also be the certificate holders.

11. Independent Contractor Status. In the performance of this Agreement hereunder, Consultant is an independent contractor. Consultant shall not hold itself out as an employee, agent or servant of the County; and Consultant shall not have the power or authority to bind the County in any promise, agreement or representation, other than as specifically provided in this Agreement or as may be expressly provided hereafter in writing by an authorized official of the County.

12. Notice. Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. Unless otherwise notified in writing of a new address, notice shall be made to each party as follows:

To: Presley-McKenney & Associates, Inc.  
Attention: M. Eugene Presley  
P.O. Box 329  
Pensacola, FL 32591

To: County  
Attention: County Administrator  
221 Palafox Place  
Pensacola, Florida 32502

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party

shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

13. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in the County of Escambia.

14. Public Records. The Consultant acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event the Consultant fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Consultant seven days written notice, during which period the Consultant still fails to allow access to such documents, terminate the contract.

15. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Consultant acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

16. Compliance with Laws. Consultant agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement, including but not limited to properly registering as a lobbyist for representation of the County with the appropriate governmental entities as well as making all necessary lobbying reports in a timely manner to the proper authorities.

17. Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

18. Annual Appropriation. Pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the County's performance and obligation to fund this Agreement shall be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature.

COUNTY:  
BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

\_\_\_\_\_  
Witness

\_\_\_\_\_  
By:

BCC Approved: \_\_\_\_\_

\_\_\_\_\_  
Witness

CONSULTANT:

\_\_\_\_\_  
By: M. Eugene Presley, President

ATTEST:

By: \_\_\_\_\_  
Corporate Secretary

(SEAL)

Approved as to form and legal  
sufficiency.

By/Title: \_\_\_\_\_

Date: \_\_\_\_\_

*[Signature]*  
12/28/15

**ESCAMBIA COUNTY  
FLORIDA**

**REQUEST FOR QUALIFICATIONS**

**REAL ESTATE APPRAISAL SERVICES**

**SPECIFICATION NUMBER PD 15-16.002**

**Responses Will Be Received Until: 3:00 p.m., CST, Monday, November 16, 2015**

**Office of Purchasing, Room 11.101  
213 Palafox Place, Pensacola, FL 32502  
Matt Langley Bell III Building  
Post Office Box 1591  
Pensacola, FL 32591-1591**

**Board of County Commissioners**

**Steven Barry, Chairman  
Grover Robinson IV, Vice Chairman  
Lumon J. May  
Wilson B. Robertson  
Douglas Underhill**

**Procurement Assistance:**

**Claudia Simmons, Manager  
Office of Purchasing  
2<sup>nd</sup> Floor, Matt Langley Bell, III Building  
213 Palafox Place, Room 11.101  
Pensacola, FL 32502  
Phone: (850) 595-4987  
Fax: (850) 595-4805  
Email: [casimmon@co.escambia.fl.us](mailto:casimmon@co.escambia.fl.us)**

**Website: [www.myescambia.com](http://www.myescambia.com)**

**SPECIAL ACCOMMODATIONS:**

**Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing, (850) 595-4980 at least five (5) working days prior to the solicitation opening.**

**NOTICE**

**It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction**



## **PART A SUMMARY**

The Board of County Commissioners of Escambia County is seeking the Professional Services of qualified firms to provide real estate appraisal services within the geographical boundaries of Escambia County.

The primary objective of this Request for Qualifications is the selection of qualified and experienced Real Estate Appraisal Firms with the right and privilege to provide real estate appraisal services within Escambia County for inclusion in the Real Estate Appraisal Services Agreement to provide quotes for appraisal services as needed by the County.

## **PART 1 GENERAL INFORMATION**

### **1-1 ISSUING OFFICER**

The project Director shall be Jack Brown, County Administrator. The liaison officer shall be Larry Goodwin, Real Estate Acquisition Manager, Public Works Department, Engineering Division.

The contracting agency shall be the Escambia County Board of Commissioners, c/o the Office of Purchasing, P.O. Box 1591, Pensacola, Florida, 32502

### **1-2 CONTRACT CONSIDERATION**

The Services Agreement for Real Estate Appraisal Services will be a multiple award agreement for a term of twelve (12) months and will be awarded to those firms deemed qualified through the Request for Qualifications described herein.

### **1-3 REJECTION**

The right is reserved by the Board of County Commissioners to accept or reject any or all offers or to waive any informality, existing in any submittal or to accept the submittals which best serves the interest and intent of this project and is from the most responsive and responsible proposer.

### **1-4 INQUIRIES**

Procurement questions may be directed to Claudia Simmons, Purchasing Manager, (850), 595-4987 (Fax) (850) 595-4805, Email: [claudia\\_simmons@co.escambia.fl.us](mailto:claudia_simmons@co.escambia.fl.us).

### **1-5 ADDENDA**

Any changes made in the Request for Proposal shall be brought to the attention of all of those who have provided the proper notices of interest in performing the services.

### **1-6 SCHEDULE**

The following schedule is subject to change and will be adhered to in so far as practical in all actions related to this solicitation:

- A. Mailing date of Request for Qualifications.....October 19, 2015
- B. Receipt of Qualifications .....November 16, 2015, Monday at 3:00p.m., CST, Office of Purchasing Conference Room 11.407
- C. First Committee Meeting.....November 18, 2015 at 3:30p.m., CST

### **PART II INFORMATION REQUIRED FROM FIRMS**

**ALL SUBMITTALS SHALL INCLUDE THE FOLLOWING INFORMATION. PROVIDE ONE (1) ORIGINAL AND 3 (THREE) COPIES OF THE INFORMATION TO BE REVIEWED.**

#### **TAB 2 - Statement of Qualifications**

In rating applicants to be put on the County's list of Professional Appraisers, the County requires the following information:

1. Name, business address, and address of any branch offices and E-mail addresses
2. A list of all appraisal personnel who may be assigned to County projects, appraisal designations held, years of experience and dates of re-certification, along with any planned allocation of staff to county projects;
3. A listing of counties and courts where the applicant has been accepted as an expert witness, along with a list of recent cases in which the applicant has participated;
4. A sample appraisal report;
5. A statement of the appraiser's ability to respond quickly to requested appraisals;
6. The names, addresses and telephone numbers of a least three (3) of your most recent clients who can be contacted as references; and
7. Any other materials or information that might assist the County in evaluating your qualifications.

### **PART III SCOPE OF WORK**

Escambia County is creating a selective list of approved Professional Appraisers for possible future assignments to assist Escambia County in its determination of valuation of property under varying circumstances, such as for eminent domain proceedings, acquisition, conveyance, and other transactional purposes. The County is seeking the services of Residential Appraisers and Commercial Appraisers. License requirements will be commensurate with the work to be performed.

In order to qualify for the County's list of Professional Appraisers, the appraiser must be able to perform Residential Appraisals or Commercial Appraisals, have a minimum of five years of professional experience related to the completion of appraisals, and provide a complete list of entities for whom appraisals have been completed.

All appraisals must be prepared in conformance with the most recent edition of the Uniform Standards of Professional Appraisal Practice (USPAP) promulgated by the Appraisal Standards Board of the Appraisal Foundation.

A Service Agreement will be entered into with multiple firms based upon the responsibility and responsiveness to the needs of the County. Prior to each assignment an hourly rate and total cost schedule will be requested for each assignment to be provided in fulfillment of the requested services from all qualified firms under the Service Agreement. Response time for return of quotes is expected to be within 5 working days. Time frame for completion of all appraisals is expected to be within 4 weeks. Appraisal Services may be required for both commercial and residential Real Estate. Firms may be qualified for both or either type of Appraisal Services.



*Presley-McKenney & Associates, Inc.*  
*Consultant & Real Estate Valuations*  
*Post Office Box 329*  
*Pensacola, Florida 32591-0329*

Real Estate Appraisal Services  
Specification PD 15-16.002



SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a).  
FLORIDA STATUTES, ON ENTITY CRIMES

1. This sworn statement is submitted to Escambia County  
(print name of the public entity)  
by M. EUGENE PRESLEY, MAI, SRA  
(print individual's name and title)  
for PRESLEY-MCKENNEY & ASSOCIATES, INC.  
(print name of entity submitting sworn statement)

whose business address is

PO Box 329  
PENSACOLA, FL 32591

and (if applicable) its Federal Employer Identification Number (FEIN) is:

58-2675189

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: \_\_\_\_\_)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any 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. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
- d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (indicate which statement applies.)

✓ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

M. E. ...  
(signature)

Sworn to and subscribed before me this 16<sup>th</sup> day of Nov, 20 15

Personally known ✓

OR produced identification \_\_\_\_\_

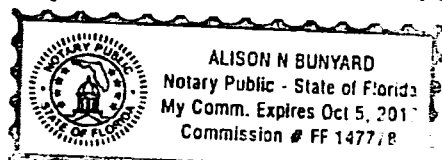
Alison N. Bunyard

Notary Public - State of FL

My commission expires Oct 5, 2018

\_\_\_\_\_  
(Type of identification)

(Printed typed or stamped commissioned name of notary public)



### Drug-Free Workplace Form

The undersigned vendor, in accordance with Florida Statute 287.087 hereby certifies that  
Presley-McKENNEY & Associates, Inc. does:  
Name of Business Inc.

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.
4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

Check one:

☒

As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.

☐

As the person authorized to sign this statement, this firm does not comply fully with the above requirements.

M E - Presley  
Offeror's Signature

11-16-2015  
Date

**Information Sheet  
for Transactions and Conveyances  
Corporation Identification**

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital all information is accurate and complete. Please be certain all spelling, capitalization, etc. is exactly as registered with the state or federal government.

Is this a Florida Corporation (Please Circle One) Yes or No

If not a Florida Corporation,

In what state was it created: \_\_\_\_\_

Name as spelled in that State: \_\_\_\_\_

What kind of corporation is it: "For Profit" or "Not for Profit"

Is it in good standing: Yes or No

Authorized to transact business  
in Florida:

Yes or No

State of Florida Department of State Certificate of Authority Document No.: P95000009648

Does it use a registered fictitious name: Yes or No

Names of Officers:

President: M Eugene Presley Secretary: M Eugene Presley

Vice President: \_\_\_\_\_ Treasurer: \_\_\_\_\_

Director: \_\_\_\_\_ Director: \_\_\_\_\_

Other: \_\_\_\_\_ Other: \_\_\_\_\_

Name of Corporation (As used in Florida):

Presley-McKenney & Associates, Inc  
(Spelled exactly as it is registered with the state or federal government)

Corporate Address:

Post Office Box: PO Box 329

City, State Zip: Pensacola FL 32591

Street Address: 913 Gulf Breeze Pkwy #30

City, State, Zip: Gulf Breeze, FL 32567

(Please provide post office box and street address for mail and/or express delivery; also for recorded instruments involving land)

(Please continue and complete page 2)

Page 2 of 2  
Corporate Identification

Federal Identification Number: 54-2675189  
(For all instruments to be recorded, taxpayer's identification is needed)

Contact person for company: M Eugene Prasley E-mail: epappraise  
Telephone Number: 450-516-7966 Facsimile Number: 450-516-2056 @aol.com

Name of individual who will sign the instrument on behalf of the company:

M Eugene Prasley  
(Upon Certification of Award, Contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Purchasing)

(Spelled exactly as it would appear on the instrument)

Title of the individual named above who will sign on behalf of the company: President

END

---

(850) 488-9000

Verified by: \_\_\_\_\_ Date: \_\_\_\_\_



## Certificate of Status Verification

Listed below is the current information for the entity for which you are requesting a certificate of status. If this information is what you require for certification, please press the "Continue" button. If you do not wish to continue with this certification, press your browser "Back" button or select to return to the Sunbiz home page.

Document Number	P95000009648
Corporate Name	PRESLEY-MCKENNEY & ASSOCIATES, INC.
State of Inc	FL
Filing Date	01/31/1995
Document Type	Florida Profit Corporation
Document Status	ACTIVE
Effective Date	01/26/1995
Last Trans Date	10/27/2008
Last Trans Effective Date	11/01/2008
Last Annual Report Date	03/12/2015
Last Annual Report Year	2015

Please enter your e-mail address carefully and verify that it is correct. A copy of the requested Certificate of Status will be sent to this address.

Email Address

Re-enter Email Address

If this is not the correct information, please hit your browsers' 'Back' button and enter another document number.



STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
FLORIDA REAL ESTATE APPRAISAL BD

LICENSE NUMBER	
RZ103	

The CERTIFIED GENERAL APPRAISER  
Named below IS CERTIFIED  
Under the provisions of Chapter 475 FS.  
Expiration date: NOV 30, 2016

PRESLEY, M EUGENE  
913 GULF BREEZE PKWY  
UNIT 30  
GULF BREEZE FL 32561



ISSUED 10/09/2014

DISPLAY AS REQUIRED BY LAW

SEQ # L1410090002737

# GeneralStar<sup>TM</sup>

General Star National Insurance Company  
P O Box 10360 (Attn: GSN)  
Stamford, CT 06904

## REAL ESTATE ERRORS AND OMISSIONS INSURANCE POLICY

### DECLARATIONS PAGE

THIS IS A CLAIMS-MADE AND REPORTED POLICY  
PLEASE READ THIS POLICY AND ALL ENDORSEMENTS AND ATTACHMENTS CAREFULLY.

Policy Number: NJA898215A

Renewal of Number: NJA898215

1. NAMED INSURED: Presley-McKenney & Associates, Inc.

STREET ADDRESS: Unit 30  
913 Gulf Breeze Parkway  
Gulf Breeze, FL 32561

2. POLICY PERIOD: Inception Date: 10/01/2014      Expiration Date: 10/01/2015  
Effective 12:01 a.m. Standard Time at the street address of the Named Insured.

3. LIMIT OF LIABILITY:  
Each Claim: \$1,000,000  
Aggregate: \$1,000,000

4. CLAIMS EXPENSES:  
☒ a. Are included within the Limit of Liability  
☐ b. Have a separate Limit of Liability

5. DEDUCTIBLE:  
Each Claim: \$5,000  
☐ a. The deductible amount specified above applies to Damages only.  
☒ b. The deductible amount specified above applies to both Damages and Claims Expenses.

6. RETROACTIVE DATE: Unlimited  
If a date is indicated, this Policy will not provide coverage for any Claim arising out of any act, error, omission or Personal Injury which occurred before such date.

7. ANNUAL PREMIUM: \$973.00  
STATE SURCHARGE/TAX: \$13.00

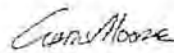
TOTAL: \$986.00

8. ENDORSEMENTS:

This Policy is made and accepted subject to the printed conditions in this Policy together with the provisions, stipulations and agreements contained in the following form(s) or endorsement(s).

RE 00 0001 01 12; RE 03 0001 01 12; RE 04 0001 01 12; RE 11 0001 01 12;  
RE 04 0003 01 12;  
RE 20 0003 01 12;  
RE 21 0003 01 12;  
RE 21 0006 01 12; RE 01 0009FL 01 12; RE 94 0006FL 01 12 RE 08 0001 03 12;

9. PRODUCER NAME: Mercer Consumer  
STREET ADDRESS: 12421 Meredith Drive  
Urbandale, IA 50398



Authorized Representative

Producer Code: 26460

Class Code: 73127

Date: 09/10/2014

RE 10 0001 01 12

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## STATEMENT OF QUALIFICATIONS

1. Presley-McKenney & Associates, Inc.

MAILING ADDRESS:

P.O. Box 329

Pensacola, FL 32591

PHYSICAL ADDRESS:

913 Gulf Breeze Parkway, Suite 30

Gulf Breeze, FL 32561

2. M. Eugene Presley, MAI, SRA  
48 years of Real Estate Appraisal experience  
Florida Certified General Real Estate Appraiser #RZ103  
Expiration: November 30, 2016  
Alabama Certified General Real Estate Appraiser #G00476  
Expiration: September 30, 2017

Susan H. McKenney  
16 years of Real Estate Appraisal experience  
Florida Certified Residential Real Estate Appraiser #RD6467  
Expiration: November 30, 2016

Stephen E. McKenney  
16 years of Real Estate Appraisal experience  
Florida Registered Trainee Real Estate Appraiser #RI8246  
Expiration: November 30, 2016

Thornton Rogers  
12 years of Real Estate Appraisal experience  
Florida Registered Trainee Real Estate Appraiser #RI10333  
Expiration: November 30, 2016

Mr. Presley will oversee all appraisal work with the selection of associate appraiser for each job based on the experience and expertise required for completion.

3. A listing of counties and courts where the applicant has been accepted as an expert witness along with a list of recent cases in which the applicant has participated.

M. Eugene Presley, MAI, SRA, has been accepted as an expert witness in the Circuit Courts of all counties in the Florida Panhandle, except for Gulf County and Franklin County. M. Eugene Presley, MAI, SRA, has been accepted as an expert witness in the Federal Courts of Fort Lauderdale, Pensacola, and Mobile. M. Eugene Presley, MAI, SRA, has been accepted as an expert witness in the Probate Courts of Covington County, Escambia County, Monroe County, and Washington County, all within the State of Alabama.

Stephen Eugene McKenney has been qualified as an expert witness in the Circuit Court of Okaloosa County.

Recent cases in which M. Eugene Presley, MAI, SRA, has participated:

DATE	FILE	INTENDED USER	TYPE PROPERTY	DESCRIPTION
02/14/14	8244	Husch. Blackwell, LLP	Residential	Monsanto v property owners along Esc Bay
01/05/14	8264	Lee Anthony	Mobile Home Park	Five homes on 0.49 acres, Tennessee St. Pensacola
10/22/13	8248	Jane Brehany	Residence	5528 Mulat Rd, Milton
04/28/13	8233	Laura Coleman	Residence & Commercial	Multiple homes, lots & commercial. SR & Esc Cty
03/05/13	8219	Ann Meador	Residence & Commercial	Multiple homes, lots & commercial. SR & Esc Cty
10/31/12	8195	Kathleen Anderson	Residence	64 N Donelson St. Pensacola
08/14/12	12266	Gayle Ryba	Residence	13256 La Brisas Ct. Pensacola Bch
04/13/12	12176	Diane Holmes	Condo unit	900 Ft Pickens Rd. Pen Bch
05/08/11	8026	Edsel Matthews, Jr	Kimberly Woods S/D common area	DOT v Kimberly Woods

4. See attached samples of a form appraisal report and a narrative appraisal report completed by Presley-McKenney & Associates, Inc.

5. Presley-McKenney & Associates, Inc., has the ability to respond to requested all appraisals as stated within the Scope of Work.



6. Client References:

Anthony B. Noles, AIA, LEED AP  
Director of Facilities Planning  
Escambia County School District  
30 East Texar Drive, Room 158  
Pensacola, FL 32503  
850-469-5660

John L. Myrick, P.A.  
1457 North 9<sup>th</sup> Avenue  
Pensacola, FL 32503  
850-433-0084

Vanessa V. Vey  
Appraisal Administration Officer & Assistant Vice President  
First NBC Bank  
210 Baronne Street  
New Orleans, LA 70112  
504-671-3854

7. Additional Information/Materials for Consideration:

Although the majority of appraisal assignments are urban, M. Eugene Presley, MAI, SRA, does have a degree and experience in Forest Management and valuation of rural properties.

Non-typical situations/types of real estate for which Presley-McKenney and Associates, Inc., have completed appraisals in recent years include:

- 1) Avigation Easements
- 2) Riparian Valuations
- 3) Eminent Domain Valuations
- 4) Partial Interests in Land and Developed Properties
- 5) Wetlands Acreage
- 6) School Campuses

## **AGREEMENT FOR REAL ESTATE APPRAISAL SERVICES (PD 15-16.002)**

This is an Agreement made this \_\_\_\_ day of \_\_\_\_\_, 2016, by and between Escambia County, a political subdivision of the State of Florida, by and through its Board of County Commissioners (hereinafter referred to as "County"), with administrative offices located at 221 South Palafox Street, Pensacola, Florida 32502, and Sherrill & Stanton, LLC, a for-profit limited liability company authorized to do business in the State of Florida (hereinafter referred to as "Consultant"), whose federal identification number is 47-2209520, and whose principal address is 410 East Government Street Pensacola, FL 32502.

### **WITNESSETH:**

**WHEREAS**, on October 19, 2015, the County issued a Request for Qualifications (PD 15-16.002) seeking the services of qualified Professional Appraisers to provide real estate appraisal services on an as needed basis; and

**WHEREAS**, the Consultant submitted a proposal, and the County has determined that the Consultant is qualified to provide professional real estate appraisal services; and

**WHEREAS**, the County desires to enter into an agreement with the Consultant for the provision of such services as provided herein.

**NOW, THEREFORE**, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and the Consultant agree as follows:

1. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.
2. Term. The term of this Agreement shall commence upon the date last executed and continue for a term of one (1) year.
3. Scope of Services. Consultant agrees to provide real estate appraisal services including, but not limited to, the scope of services outlined in Escambia County's RFQ P.D. 15-16.002, attached hereto as **Exhibit A**, and the Consultant's proposal, attached hereto as **Exhibit B**. In the event of a conflict between the terms of the Exhibits referenced above and this Agreement, the terms of this Agreement shall prevail.
4. Compensation. County shall pay Consultant a lump sum fee for assigned appraisal services, which shall be determined on a per assignment basis. This fee shall include all costs and expenses.
5. Purchase Orders. The County shall issue written purchase orders to the Consultant on an as-needed basis. The services shall be described in detail and the time frame in which performance needs to be accomplished will be stated in the

purchase order. No minimum quantity of work is guaranteed during the term of this agreement, and only services ordered pursuant to a purchase order may be compensated.

6. Method of Billing. Consultant may request payment from County by the submission of a properly executed original invoice. Invoices shall reflect the number of hours expended and the amount due and owing for monthly fees with appropriate supporting documentation. The County agrees it shall make its best efforts to pay Consultant within thirty (30) days of receipt and approval of Consultant's invoice. Payments under this agreement and interest on any late payments shall be governed by and construed in accordance with the Florida Prompt Payment Act, §§218.70, et seq., Florida Statutes, as amended.

7. Termination. This Agreement may be immediately terminated for cause by County or terminated for convenience upon providing thirty (30) days written notice to Contractor. This Agreement may be terminated for cause by the Contractor upon providing ninety (90) days written notice to the County. In the event of termination by either party as provided herein, the Contractor shall be paid for services provided through the date of termination.

8. Conflict of Interest. Consultant agrees it shall not contract for or accept employment for the performance of any work or service with any individual, business corporation, or government unit that would create a conflict of interest in the performance of its obligations under this Agreement. Consultant further agrees it will neither take any action nor engage in any conduct that would cause any County employee or official to violate the provisions of Chapter 112, Florida Statutes, relating to ethics in government. Consultant also agrees to comply with the County's ordinance prohibiting conflicts of interest among retained consultants.

9. Indemnification. Consultant shall indemnify and hold harmless Escambia County, its elected and appointed officials, employees, volunteers, representative and agents for any and all claims, suits, actions, damages, liability and expenses arising from or relating to any wrongful act or omission, whether or not the same constitutes a breach of this Agreement or is committed in the course of performing its lobbying duties hereunder, including but not limited to those acts or omissions which are considered defamatory, libelous, discriminatory or otherwise unlawful under applicable laws and any act or omission relating to Consultant failure to maintain insurance as required herein or to properly report or pay any applicable federal, state or local fees or taxes.

10. Insurance. The Consultant is required to carry the following insurance:(a) Commercial General Liability Commercial General Liability, Form CG1, with \$1,000,000 per occurrence. Excess or umbrella insurance may be purchased to make up the difference, if any, between the policy limits of the underlying policies.

(b) Business Automobile Liability with \$1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature.

COUNTY:  
BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

\_\_\_\_\_  
Witness

\_\_\_\_\_  
By:

BCC Approved: \_\_\_\_\_

\_\_\_\_\_  
Witness

CONSULTANT:

\_\_\_\_\_  
By: Charles C. Sherrill Jr., President

ATTEST:

By: \_\_\_\_\_

Corporate Secretary

(SEAL)

Approved as to form and legal  
sufficiency.

By/Title

Date: \_\_\_\_\_

*[Signature]*  
\_\_\_\_\_  
12/29/15

- (c) Professional Liability with \$1,000,000 per occurrence minimum limit.
- (d) Florida statutory Workers' Compensation.
- (e) It is understood and agreed by the parties that in the event that the Consultant consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.
- (f) Consultant agrees all liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be "A" or other Secure Best Rating with a minimum financial size of "VII", according to the A.M. Best Key Rating Guide Latest Edition. The insurance policies shall be endorsed to provide at least 30 days advance notice of cancellation, nonrenewal or adverse change. Such notices shall be mailed to Escambia County, Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32597.
- (g) The Board of County Commissioners and Escambia County shall be endorsed as "additional insureds" on all liability policies (except Workers' Compensation and professional liability). Certificates of Insurance shall be provided to Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32597 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County. The Board of County Commissioners and Escambia County shall also be the certificate holders.

11. Independent Contractor Status. In the performance of this Agreement hereunder, Consultant is an independent contractor. Consultant shall not hold itself out as an employee, agent or servant of the County; and Consultant shall not have the power or authority to bind the County in any promise, agreement or representation, other than as specifically provided in this Agreement or as may be expressly provided hereafter in writing by an authorized official of the County.

12. Notice. Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. Unless otherwise notified in writing of a new address, notice shall be made to each party as follows:

To: Sherrill & Stanton, LLC  
Attention: Charles C. Sherrill Jr.  
410 East Government Street  
Pensacola, Florida 32502

To: County  
Attention: County Administrator  
221 Palafox Place  
Pensacola, Florida 32502

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of

which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

13. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in the County of Escambia.

14. Public Records. The Consultant acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event the Consultant fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Consultant seven days written notice, during which period the Consultant still fails to allow access to such documents, terminate the contract.

15. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Consultant acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

16. Compliance with Laws. Consultant agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement, including but not limited to properly registering as a lobbyist for representation of the County with the appropriate governmental entities as well as making all necessary lobbying reports in a timely manner to the proper authorities.

17. Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

18. Annual Appropriation. Pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the County's performance and obligation to fund this Agreement shall be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.



**ESCAMBIA COUNTY  
FLORIDA**

**REQUEST FOR QUALIFICATIONS**

**REAL ESTATE APPRAISAL SERVICES**

**SPECIFICATION NUMBER PD 15-16.002**

**Responses Will Be Received Until: 3:00 p.m., CST, Monday, November 16, 2015**

**Office of Purchasing, Room 11.101  
213 Palafox Place, Pensacola, FL 32502  
Matt Langley Bell III Building  
Post Office Box 1591  
Pensacola, FL 32591-1591**

**Board of County Commissioners**

**Steven Barry, Chairman  
Grover Robinson IV, Vice Chairman  
Lumon J. May  
Wilson B. Robertson  
Douglas Underhill**

**Procurement Assistance:**

**Claudia Simmons, Manager  
Office of Purchasing  
2<sup>nd</sup> Floor, Matt Langley Bell, III Building  
213 Palafox Place, Room 11.101  
Pensacola, FL 32502  
Phone: (850) 595-4987  
Fax: (850) 595-4805  
Email: [casimmon@co.escambia.fl.us](mailto:casimmon@co.escambia.fl.us)**

**Website: [www.myescambia.com](http://www.myescambia.com)**

**SPECIAL ACCOMMODATIONS:**

**Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing, (850) 595-4980 at least five (5) working days prior to the solicitation opening.**

**NOTICE**

**It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction**



## **PART A SUMMARY**

The Board of County Commissioners of Escambia County is seeking the Professional Services of qualified firms to provide real estate appraisal services within the geographical boundaries of Escambia County.

The primary objective of this Request for Qualifications is the selection of qualified and experienced Real Estate Appraisal Firms with the right and privilege to provide real estate appraisal services within Escambia County for inclusion in the Real Estate Appraisal Services Agreement to provide quotes for appraisal services as needed by the County.

## **PART 1 GENERAL INFORMATION**

### **1-1 ISSUING OFFICER**

The project Director shall be Jack Brown, County Administrator. The liaison officer shall be Larry Goodwin, Real Estate Acquisition Manager, Public Works Department, Engineering Division.

The contracting agency shall be the Escambia County Board of Commissioners, c/o the Office of Purchasing, P.O. Box 1591, Pensacola, Florida, 32502

### **1-2 CONTRACT CONSIDERATION**

The Services Agreement for Real Estate Appraisal Services will be a multiple award agreement for a term of twelve (12) months and will be awarded to those firms deemed qualified through the Request for Qualifications described herein.

### **1-3 REJECTION**

The right is reserved by the Board of County Commissioners to accept or reject any or all offers or to waive any informality, existing in any submittal or to accept the submittals which best serves the interest and intent of this project and is from the most responsive and responsible proposer.

### **1-4 INQUIRIES**

Procurement questions may be directed to Claudia Simmons, Purchasing Manager, (850) 595-4987 (Fax) (850) 595-4805, Email: [claudia\\_simmons@co.escambia.fl.us](mailto:claudia_simmons@co.escambia.fl.us).

### **1-5 ADDENDA**

Any changes made in the Request for Proposal shall be brought to the attention of all of those who have provided the proper notices of interest in performing the services.

### **1-6 SCHEDULE**

The following schedule is subject to change and will be adhered to in so far as practical in all actions related to this solicitation:

- A. Mailing date of Request for Qualifications.....October 19, 2015
- B. Receipt of Qualifications .....November 16, 2015, Monday at 3:00p.m., CST, Office of Purchasing Conference Room 11.407
- C. First Committee Meeting.....November 18, 2015 at 3:30p.m., CST

## **PART II INFORMATION REQUIRED FROM FIRMS**

**ALL SUBMITTALS SHALL INCLUDE THE FOLLOWING INFORMATION. PROVIDE ONE (1) ORIGINAL AND 3 (THREE) COPIES OF THE INFORMATION TO BE REVIEWED.**

### **TAB 2 - Statement of Qualifications**

In rating applicants to be put on the County's list of Professional Appraisers, the County requires the following information:

1. Name, business address, and address of any branch offices and E-mail addresses
2. A list of all appraisal personnel who may be assigned to County projects, appraisal designations held, years of experience and dates of re-certification, along with any planned allocation of staff to county projects;
3. A listing of counties and courts where the applicant has been accepted as an expert witness, along with a list of recent cases in which the applicant has participated;
4. A sample appraisal report;
5. A statement of the appraiser's ability to respond quickly to requested appraisals;
6. The names, addresses and telephone numbers of a least three (3) of your most recent clients who can be contacted as references; and
7. Any other materials or information that might assist the County in evaluating your qualifications.

### **PART III SCOPE OF WORK**

Escambia County is creating a selective list of approved Professional Appraisers for possible future assignments to assist Escambia County in its determination of valuation of property under varying circumstances, such as for eminent domain proceedings, acquisition, conveyance, and other transactional purposes. The County is seeking the services of Residential Appraisers and Commercial Appraisers. License requirements will be commensurate with the work to be performed.

In order to qualify for the County's list of Professional Appraisers, the appraiser must be able to perform Residential Appraisals or Commercial Appraisals, have a minimum of five years of professional experience related to the completion of appraisals, and provide a complete list of entities for whom appraisals have been completed.

All appraisals must be prepared in conformance with the most recent edition of the Uniform Standards of Professional Appraisal Practice (USPAP) promulgated by the Appraisal Standards Board of the Appraisal Foundation.

A Service Agreement will be entered into with multiple firms based upon the responsibility and responsiveness to the needs of the County. Prior to each assignment an hourly rate and total cost schedule will be requested for each assignment to be provided in fulfillment of the requested services from all qualified firms under the Service Agreement. Response time for return of quotes is expected to be within 5 working days. Time frame for completion of all appraisals is expected to be within 4 weeks. Appraisal Services may be required for both commercial and residential Real Estate. Firms may be qualified for both or either type of Appraisal Services.

## STATEMENT OF QUALIFICATIONS

1. Name, business address, and address of any branch offices and E-mail addresses:

Sherrill & Stanton, LLC  
410 East Government Street  
Pensacola, Florida 32502

[csherrilljr@sherrillappraisal.com](mailto:csherrilljr@sherrillappraisal.com)

2. A list of all appraisal personnel who may be assigned to County projects, appraisal designations held, years of experience and dates of re-certification, along with any planned allocation of staff to county projects:

Not Applicable

3. A listing of counties and courts where the applicant has been accepted as an expert witness, along with a list of recent cases in which the applicant has participated:

Escambia County  
Santa Rosa County  
Okaloosa County

4. A sample appraisal report:

4045 Barrancas Avenue, Pensacola, Florida for Escambia County Community & Environment Division

5. A statement of the appraiser's ability to respond quickly to requested appraisals:

Charles C. Sherrill, Jr. is very capable of responding to requested appraisals.

6. The names, addresses and telephone numbers of at least three (3) of your most recent clients who can be contacted as references:

Escambia County Community &  
Environment Division  
Attention: Mr. Glenn Griffith 850-595-3538  
221 Palafox Place, Suite 305  
Pensacola, Florida 32502



Escambia County School District  
Attention: Mr. Shawn Dennis 850-469-6141  
75 North Pace Boulevard  
Pensacola, Florida 32505

City of Pensacola  
Planning Services Division  
Attn: Ms. Helen Gibson 850-436-5650  
222 West Main Street  
Pensacola, FL 32502

7. Any other materials or information that might assist the county in evaluating your qualifications:

## **APPRAISER'S QUALIFICATIONS**

NAME: Charles C. Sherrill, Jr., MAI  
TITLE: President  
OFFICE ADDRESS: Sherrill Appraisal Company  
410 East Government Street  
Pensacola, Florida 32502  
EDUCATION: Bachelor of Arts Degree in Economics, Washington & Lee University,  
Lexington, Virginia (1984)

Successfully completed the following courses sponsored by the American Institute of Real Estate Appraisers:

Course 1A-1 Real Estate Appraisal Principles (Tufts University, 1986)  
Course 1A-2 Basic Valuation Procedures (University of North Carolina, 1986)  
Course SPP Standards of Professional Practice (Atlanta, Georgia, 1987)  
Course 1B-A Capitalization Theory and Techniques - Part A (Florida State University, 1987)  
Course 1B-B Capitalization Theory and Techniques - Part B (University of Portland, 1988)  
Course 2-1 Case Studies in Real Estate Valuation (Colorado University, 1988)  
Course 2-2 Report Writing and Valuation Analysis (University of Central Florida, 1989)

Successfully completed the following course sponsored by the Commercial Investment Real Estate Institute:

Course 401 Introduction to Commercial Real Estate Analysis (Pensacola, Florida, 1995/1998)

### **CONTINUING EDUCATION:**

Credited with attendance/completion of the following seminars/courses:

#### **Appraisal Institute**

Eminent Domain and Condemnation  
Uniform Standards of Professional Appraisal Practice  
Business Practices and Ethics  
Analyzing Operating Expenses  
Appraising from Blueprints and Specifications  
Feasibility, Market Value, and Investment Timing  
Analyzing Distressed Real Estate  
Hotel/Motel Valuation  
Effective Appraisal Report Writing  
FHA Homebuyer Protection Plan and The Appraisal Process  
Standards of Professional Practice - Part C  
Standards of Professional Practice - Part A  
Fair Lending and the Appraiser  
Appraisal of Retail Properties  
Standards of Professional Practice - Part B  
Understanding Limited Appraisals and General Reporting Options - General  
Accrued Depreciation  
Depreciation Analysis  
Rates, Ratios, and Reasonableness  
Comprehensive Appraisal Workshop  
Real Estate Risk Analysis



## **APPRAISER'S QUALIFICATIONS**

### **CONTINUING EDUCATION (Continued):**

Credited with attendance/completion of the following seminars/courses:

#### **State Certification**

USPAP Update

Florida Appraisal Laws and Regulations

Appraisal of 2-4 Family and Multi-Family Properties

Challenging Assignments for Residential Appraiser's

Foreclosure Basics for Appraiser's

Florida Appraiser Supervisor/Trainee Rules

Income Capitalization Approach

Neighborhood Analysis

Communicating the Appraisal

Appraisal Principles

Sales Comparison Approach

Real Estate, Mortgages, and Law

### **EXPERIENCE:**

Engaged since 1986 in valuation, consulting, and market studies of various property types, including office, retail, industrial, multi-family residential, churches, restaurants, motels, subdivision developments, commercial land, acreage, marinas, single family residential, and condominiums in numerous states. Have testified as an expert witness numerous times in the Circuit Courts of Escambia, Santa Rosa, and Okaloosa Counties. Prior to joining Sherrill Appraisal Company in 1992, employed by Landauer Associates, Inc., Atlanta, Georgia (1986-1992) as Vice President, Valuation and Technical Services Division.

### **PROFESSIONAL LICENSES:**

State Certified General Appraiser (#RZ1665), State of Florida (1993-Present)

Licensed Real Estate Broker (#BK0436908), State of Florida (1996-Present)

Former Licensed Real Estate Salesman (#SL0436908), State of Florida (1985-1996)

Former State Certified Appraiser (#000439), State of Georgia (1991-1992)

### **PROFESSIONAL MEMBERSHIPS:**

Member, Appraisal Institute; Awarded the MAI designation by the Appraisal Institute in 1991

Past Member, Regional Ethics and Counseling Panel - Appraisal Institute (1994-1996)

Past Member, Escambia County Value Adjustment Board (2008 – 2012)

Member, Pensacola Association of Realtors

Member, Florida Association of Realtors

Member, National Association of Realtors

Member, Branch Banking and Trust Company Local Advisory Board of Directors

Member, Pensacola Area Chamber of Commerce

### **CIVIC ACTIVITIES:**

Member, Rotary Club of Pensacola (Former Board Director); Paul Harris Award Recipient

Past President and Executive Committee Member, Pensacola Sports Association Board of Directors

Current Board Member, Pensacola Sports Foundation

Past Secretary/Past Treasurer, Fiesta of Five Flags Association Board of Governors

Past Board Member and Trustee, Pensacola Historical Society Foundation

Past Member and Executive Committee Member, Pensacola State College Board of Governors

Member and Past Board Director & Executive Committee Member, Pensacola YMCA

Past Board Member and Former Treasurer, Pensacola Historical Society Board of Directors

Past President, Booker T. Washington High School Baseball Booster Club Board of Directors

Graduate, Leadership Pensacola (Class of 1999)

Other civic involvements include various fund raising activities for Boy Scouts of America, Junior Achievement, March of Dimes, American Cancer Society, Leukemia Society, and the American Heart Association.

Aegon Realty Advisors Company  
 Bank of America  
 BBVA Compass  
 Beach Community Bank  
 Branch Banking & Trust (BB&T)  
 Canadian Imperial Bank of Commerce  
 Centennial Bank  
 Chase Manhattan Mortgage Corp.  
 Charter Bank  
 Coastal Bank and Trust  
 Colonial Bank of Alabama  
 Cumberland Bank (Kentucky)  
 Dollar Bank  
 Equity Valuation Partners  
 First American Bank  
 First City Bank of Fort Walton Beach  
 First Coast Community Bank  
 First National Bank of Commerce (Louisiana)  
 First National Bank of Florida  
 First Navy Bank  
 Gulf Coast Community Bank  
 GulfSouth Private Bank  
 Hancock Bank

Liberty Bank  
 Metric Realty  
 Metropolitan Life Insurance Company  
 National Bank of Commerce (Alabama)  
 Navy Federal Credit Union  
 Pen Air Federal Credit Union  
 Pensacola Government Credit Union  
 PNC Bank  
 Premier Bank (Louisiana)  
 RBC Bank  
 Regions Bank  
 ServisFirst Bank  
 Smart Bank  
 Statewide Mortgage Company  
 SunTrust Banks, Inc.  
 Travellers Realty Investment Company  
 Tyndall Federal Credit Union  
 United Bank (Alabama)  
 Valuation Management Group  
 Vanguard Bank & Trust Company  
 Whitney National Bank  
 Wachovia Corporation  
 Wells Fargo Bank

#### Market Value Purposes

Aetna Realty Advisors  
 Bank of Boston  
 Bank South N. A.  
 Baptist Health Care Corp.  
 Barnett Banks, Inc.  
 Barnett Bank Trust Company N. A.  
 Catholic Church Diocese  
 Chicago Title Company  
 Citicorp Real Estate  
 City of Fort Walton Beach  
 City of Milton  
 City of Pensacola  
 Dusco Property Management  
 Episcopal Church Diocese  
 Escambia County, Florida  
 Escambia County Employees' Credit Union  
 Escambia County Utilities Authority  
 Fairfield Communities, Inc.  
 Federal Aviation Administration  
 Federal Deposit Insurance Corporation  
 First Alabama Bank  
 First National Bank of Georgia  
 Fisher Brown Insurance Company (Cost Analysis)

Ford Motor Company  
 Florida Department of Transportation  
 Gulf American SBL, Inc.  
 Lakeview Center  
 Lasalle Realty Advisors  
 Midway Water Company  
 PHH Relocation and Real Estate  
 Pensacola Area Chamber of Commerce  
 Pensacola Historical Society  
 Pensacola State College  
 Pensacola Preservation Board (State of Florida)  
 Port of Pensacola  
 Presbytery of Florida  
 Recoll Management Corporation Insurance Co.  
 Sacred Heart Hospital  
 Saltmarsh, Cleaveland & Gund  
 Southern Company  
 SouthTrust Bank of Alabama, N.A.  
 Various Estates, Attorney's, Accountants, Insurance  
 Companies, Churches, & Property Owners  
 Waterfront Rescue Mission  
 Wachovia Settlement Services, L.L.C  
 WSRE Television

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**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),  
FLORIDA STATUTES, ON ENTITY CRIMES**

1. This sworn statement is submitted to Escomb County  
(print name of the public entity)  
by Charles C Sherrill Jr. Appraiser, President  
(print individual's name and title)  
for Sherrill Appraisal Company  
(print name of entity submitting sworn statement)

whose business address is

416 East Government Street  
Pensacola, Fla 32502

and (if applicable) its Federal Employer Identification Number (FEIN) is:

47-2209520

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: \_\_\_\_\_)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any 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. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (indicate which statement applies.)

☒ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Cheryl  
(signature)

Sworn to and subscribed before me this 2<sup>ND</sup> day of NOVEMBER, 2015

Personally known \_\_\_\_\_

Stephanie Rodriguez

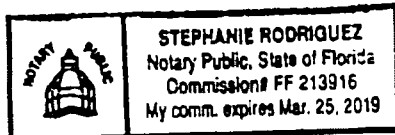
OR produced identification \_\_\_\_\_

Notary Public - State of FLORIDA

FLORIDA DRIVER'S LICENSE  
(Type of identification)

My commission expires 03/25/2019

(Printed typed or stamped commissioned name of notary public)



### Drug-Free Workplace Form

The undersigned vendor, in accordance with Florida Statute 287.087 hereby certifies that  
Sherrill Appraisal Company does:

Name of Business

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.
4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

Check one:

☒

As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.

☐

As the person authorized to sign this statement, this firm does not comply fully with the above requirements.

Carl [Signature]

Offeror's Signature

10-30-15

Date

**Information Sheet  
for Transactions and Conveyances  
Corporation Identification**

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital all information is accurate and complete. Please be certain all spelling, capitalization, etc. is exactly as registered with the state or federal government.

Is this a Florida Corporation (Please Circle One)  
Yes or No

If not a Florida Corporation,  
In what state was it created: Florida  
Name as spelled in that State: Sherrill & Stanton LLC

What kind of corporation is it: "For Profit" or "Not for Profit"

Is it in good standing: Yes or No

Authorized to transact business  
in Florida: Yes or No

State of Florida Department of State Certificate of Authority Document No.: L14000169062

Does it use a registered fictitious name: Yes or No Sherrill Appraisal Company

**Names of Officers:**

President: <u>Charles C. Sherrill Jr.</u>	Secretary: _____
Vice President: <u>Todd W. Stanton</u>	Treasurer: _____
Director: _____	Director: _____
Other: _____	Other: _____

Name of Corporation (As used in Florida):  
Sherrill & Stanton LLC  
(Spelled exactly as it is registered with the state or federal government)

**Corporate Address:**

Post Office Box: \_\_\_\_\_  
City, State Zip: \_\_\_\_\_  
Street Address: 410 East Government Street  
City, State, Zip: Pensacola FL 32502

(Please provide post office box and street address for mail and/or express delivery; also for recorded instruments involving land)

(Please continue and complete page 2)

Page 2 of 2  
Corporate Identification

Federal Identification Number: 47-2209520  
(For all instruments to be recorded, taxpayer's identification is needed)

Contact person for company: \_\_\_\_\_ E-mail: CSherrilljr@Sherrill  
Telephone Number: 432-9827 Facsimile Number: \_\_\_\_\_ appraisal.com

Name of individual who will sign the instrument on behalf of the company:

Charles C. Sherrill Jr.  
(Upon Certification of Award, Contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Purchasing)

(Spelled exactly as it would appear on the instrument)

Title of the individual named above who will sign on behalf of the company: President

END

---

(850) 488-9000

Verified by: \_\_\_\_\_ Date: \_\_\_\_\_



RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
FLORIDA REAL ESTATE APPRAISAL BD

LICENSE NUMBER	
RZ1665	

The CERTIFIED GENERAL APPRAISER  
Named below IS CERTIFIED  
Under the provisions of Chapter 475 FS.  
Expiration date: NOV 30, 2016



SHERRILL, CHARLES C JR PA  
410 E GOVERNMENT ST  
PENSACOLA FL 32502



ISSUED 08/20/2014

DISPLAY AS REQUIRED BY LAW

SEQ # L1408200003373

**BUSINESS TAX RECEIPT  
ESCAMBIA COUNTY, FL**

**JANET HOLLEY, CFC**  
Tax Collector

THIS BUSINESS TAX RECEIPT EXPIRES

THE ISSUANCE OF THIS RECEIPT  
DOES NOT ENSURE COMPETENCY

2015 - 2016

September 30, 2016  
HOLDER IS HEREBY AUTHORIZED TO ENGAGE IN  
THE BUSINESS, PROFESSION, OR OCCUPATION OF

REAL ESTATE APPRAISOR  
410 E GOVERNMENT ST

PAID-171416.0001-0001 105 08/10/2015 26.25

ACCT NO 693809 GROUP TYPE 046128 TOTAL 26.25

SHERRILL APPRAISAL COMPANY

410 E GOVERNMENT ST  
Pensacola, FL 32502

This business tax receipt is in addition to and not in lieu of any other license required by law or municipal ordinance and is subject to regulations of zoning, health, contractor licensing, and other lawful authority.

OWNER: SHERRILL APPRAISAL COMPANY

DETACH BEFORE DISPLAYING RECEIPT



Janet Holley, CFC  
ESCAMBIA COUNTY TAX COLLECTOR  
Post Office Box 1312  
Pensacola, FL 32591  
Phone: 850-438-6500  
Email: [etct@EscambiaTaxCollector.com](mailto:etct@EscambiaTaxCollector.com)  
Web: [www.EscambiaTaxCollector.com](http://www.EscambiaTaxCollector.com)

**IMPORTANT INFORMATION  
ABOUT YOUR BUSINESS  
TAX RECEIPT**

This receipt to be displayed conspicuously at the place of business to be open to the view of the public and subject to inspection by the County.

This receipt is in addition to and not in lieu of any other license required by law or subject to regulations of zoning, health, contractor licensing, and

September 30 of each year.

Call at (850) 438-6500, ext. 3252 or by email at [etct@EscambiaTaxCollector.com](mailto:etct@EscambiaTaxCollector.com) if any of the following changes occur with your business:

By Escambia County Tax Collector

Date: 08/10/2015 Time: 08:25:16  
Location: 105  
Clerk: K25  
Transaction 0171416

License Payment  
Account 693809  
Receipt 0171416.0001 26.25

TOTAL PAID 26.25

TOTAL TENDERED 26.25  
CHECK 3282 26.25

Paid By: SHERRILL APPRAISAL COM

Where Service is a Matter of Pride.  
850-438-6500  
[www.escambiataxcollector.com](http://www.escambiataxcollector.com)

any outstanding tangible tax liability for the business.

ing, an application for a Going Out of Business Permit  
surrender of your original business tax receipt and payment of



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/8/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER  
Daniels Commercial Insurance LLC  
310 N Tarragona St  
Pensacola FL 32501

CONTACT NAME: Daniels Commercial Insurance LLC  
PHONE (A/C, No. Ext): 850-308-7710 FAX (A/C, No.): 850-308-7716  
E-MAIL: service@dcinsllc.com  
ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Starr Indemnity & Liability Company 38318

INSURER B

INSURER C

INSURER D

INSURER E

INSURER F

INSURED

Shermill and Stanton, LLC  
410 East Government St  
Pensacola, FL 32502

## COVERAGES

CERTIFICATE NUMBER: 1474509567

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER		1000362007151	7/8/2015	7/8/2016	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A			PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Appraisal - 2304 & 2322 North E Street

The certificate holder is named as an Additional Insured on the policy per requirement by written agreement.

## CERTIFICATE HOLDER

Escambia County  
213 Palafox Place  
Pensacola FL 32502

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

**AI-9625**

**County Administrator's Report 13. 11.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 01/21/2016

**Issue:** PD 15-16.015 Library Materials

**From:** Claudia Simmons, Purchasing Manager

**Organization:** Asst County Administrator - Lovoy

**CAO Approval:**

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### **RECOMMENDATION:**

Recommendation Concerning the Purchase of Library Materials - Claudia Simmons, Purchasing Manager, Office of Purchasing

That the Board authorize the utilization of the Florida Department of Management Services State Contract for Library Materials #715-001-07-1, for the purchase of materials for the West Florida Public Libraries from the following vendors at the estimated annual amounts detailed below:

Brodart Company	\$145,000
Midwest Tape, LLC	\$65,000
The Gale Group d/b/a Thomson Gale	\$10,000
Quality Books, Inc.	\$5,000

[Funding: Fund 113, Library Fund, Cost Center 110501, Object Code 56601]

### **BACKGROUND:**

The Invitation to Bid PD15-16.015 Library Materials was advertised in the Pensacola News Journal on November 16, 2015 per the Policies and Procedure for Utilizing State Contracts PP130. No responses were received on bid opening date of December 11, 2015. Multiple vendors are available on the previously bid Department of Management Services State Contract for Library Materials #715-001-07-1 which is in effect until 02/28/17. The West Florida Public Libraries will obtain costs from various suppliers on the agreement to purchase materials at the most favorable rate to the County. The purchase of books and materials is part of the budget for operating supplies for the West Florida Public Libraries and is funded by the Library Fund 113.

### **BUDGETARY IMPACT:**

Funding: Fund 113, Library Fund, Cost Center 110501, Object Code 56601

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

The Invitation to Bid PD15-16.015 Library Materials was advertised in the Pensacola News Journal on November 16, 2015 per the Policies and Procedure for Utilizing State Contracts PP130. No responses were received on bid opening date of December 11, 2015. Multiple vendors are available on the previously bid Department of Management Services State Contract for Library Materials #715-001-07-1 which is in effect until 02/28/17. The West Florida Public Libraries will obtain costs from various suppliers on the agreement to purchase materials at the most favorable rate to the County. The purchase of books and materials is part of the budget for operating supplies for the West Florida Public Libraries and is funded by the Library Fund 113.

**IMPLEMENTATION/COORDINATION:**

This recommendation is in compliance with Escambia County Code of Ordinance Chapter 46, Article II Purchases and Contracts and Purchasing Policy and Procedure PP130.

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**Attachments**

State Agreement

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	PRICE SHEET - DISCOUNT /PRICE	DOMESTIC / INTERNATIONAL	CATEGORIES
	Library Materials 715-001-07-1		
Row ID	Vendors	%	Library Materials Offered
3	Baker & Taylor, Inc.	42%	In-Print Books/ Trade
4	Barnes & Noble	0-25%	In-Print Books/ Trade
6	Brodart Company	44%	In-Print Books/ Trade
9	Children's Plus, Inc.	0%	In-Print Books/ Trade
7	Capstone Press	0%	In-Print Books/ Trade
14	Davidson Titles, Inc.	20%	In-Print Books/ Trade
15	Delaney Educational Productions	10%	In-Print Books/ Trade
16	DEMCO, Inc.	0%	In-Print Books/ Trade
18	Early Learning Systems	25%	In-Print Books/ Trade
21	Follett Library Resources, Inc.	0%	In-Print Books/ Trade
28	Ingram Library Services, Inc.	40%	In-Print Books/ Trade
29	Junior Library Guild	30%	In-Print Books/ Trade
33	Library Video Company	0%	In-Print Books/ Trade
34	Mackin Book Company d/b/a Mackin Library Media	20%	In-Print Books/ Trade
35	Magazine Subscription Services Agency	0%	In-Print Books/ Trade
37	Midwest Tape, LLC	0%	In-Print Books/ Trade
38	Mumford Library Books	Net-70%	In-Print Books/ Trade
43	Perma-Bound Books	22%	In-Print Books/ Trade
46	ProQuest LLC	0%	In-Print Books/ Trade
47	Quality Books, Inc.	0%	In-Print Books/ Trade
48	Rainbow Book Company	0%	In-Print Books/ Trade
50	Scholastic Library Publishing, Inc.	40%	In-Print Books/ Trade
54	The Booksource	30%	In-Print Books/ Trade
56	The Gale Group d/b/a Thomson Gale	0%	In-Print Books/ Trade
58	The Rosen Publishing Group	25%	In-Print Books/ Trade
59	Unique Books, Inc.	0%	In-Print Books/ Trade
60	W.E. Falk Books, Inc.	10%	In-Print Books/ Trade
62	World Book, Inc.	3%	In-Print Books/ Trade
64	Baker & Taylor, Inc.	0%	In-Print Books / Scientific
65	Barnes & Noble	0-25%	In-Print Books / Scientific
66	Brodart Company	12%	In-Print Books / Scientific
67	Central Programs Inc. d/b/a Gumdrop Books	0%	In-Print Books / Scientific

68	Children's Plus, Inc.	0%	In-Print Books / Scientific
70	Davidson Titles, Inc.	5%	In-Print Books / Scientific
71	Delaney Educational Productions	0%	In-Print Books / Scientific
72	Early Learning Systems	25%	In-Print Books / Scientific
75	Follett Library Resources, Inc.	0%	In-Print Books / Scientific
78	Ingram Library Services, Inc.	10%	In-Print Books / Scientific
80	Mackin Book Company d/b/a Mackin Library Media	0%	In-Print Books / Scientific
82	Midwest Tape, LLC	0%	In-Print Books / Scientific
83	Mumford Library Books	Net-70%	In-Print Books / Scientific
86	Quality Books, Inc.	12%	In-Print Books / Scientific
88	The Rosen Publishing Group	25%	In-Print Books / Scientific
89	Unique Books, Inc.	5-20%	In-Print Books / Scientific
90	W.E. Falk Books, Inc.	5%	In-Print Books / Scientific
91	World Book, Inc.	3%	In-Print Books / Scientific
93	Baker & Taylor, Inc.	0%	In-Print Books / Technical
94	Barnes & Noble	0-25%	In-Print Books / Technical
95	Brodart Company	12%	In-Print Books / Technical
96	Central Programs Inc. d/b/a Gumdrop Books	0%	In-Print Books / Technical
97	Children's Plus, Inc.	0%	In-Print Books / Technical
99	Davidson Titles, Inc.	5%	In-Print Books / Technical
100	Delaney Educational Productions	0%	In-Print Books / Technical
103	Follett Library Resources, Inc.	0%	In-Print Books / Technical
106	Ingram Library Services, Inc.	10%	In-Print Books / Technical
108	Mackin Book Company d/b/a Mackin Library Media	5%	In-Print Books / Technical
110	Midwest Tape, LLC	0%	In-Print Books / Technical
111	Mumford Library Books	Net-70%	In-Print Books / Technical
114	Quality Books, Inc.	12	In-Print Books / Technical



116	The Rosen Publishing Group	25%	In-Print Books / Technical
117	Unique Books, Inc.	5-20%	In-Print Books / Technical
118	W.E. Falk Books, Inc.	10%	In-Print Books / Technical
119	World Book, Inc.	3-8%	In-Print Books / Technical
121	Baker & Taylor, Inc.	0%	In-Print Books / Law
122	Barnes & Noble	0-25%	In-Print Books / Law
123	Brodart Company	12%	In-Print Books / Law
124	Central Programs Inc. d/b/a Gumdrop Books	0%	In-Print Books / Law
125	Children's Plus, Inc.	0%	In-Print Books / Law
127	Davidson Titles, Inc.	0%	In-Print Books / Law
128	Delaney Educational Productions	0%	In-Print Books / Law
131	Follett Library Resources, Inc.	0%	In-Print Books / Law
134	Ingram Library Services, Inc.	10%	In-Print Books / Law
136	Mackin Book Company d/b/a Mackin Library Media	0%	In-Print Books / Law
138	Midwest Tape, LLC	0%	In-Print Books / Law
139	Mumford Library Books	Net-70%	In-Print Books / Law
142	Quality Books, Inc.	12%	In-Print Books / Law
143	Rainbow Book Company	25%	In-Print Books / Law
145	The Rosen Publishing Group	25%	In-Print Books / Law
146	Unique Books, Inc.	5-20%	In-Print Books / Law
147	W.E. Falk Books, Inc.	0%	In-Print Books / Law
148	World Book, Inc.	3-8%	In-Print Books / Law
150	Baker & Taylor, Inc.	0%	In-Print Books / Text
151	Barnes & Noble	0-25%	In-Print Books / Text
152	Brodart Company	12%	In-Print Books / Text
153	Central Programs Inc. d/b/a Gumdrop Books	0%	In-Print Books / Text
154	Children's Plus, Inc.	0%	In-Print Books / Text
156	Davidson Titles, Inc.	0%	In-Print Books / Text
157	Delaney Educational Productions	0%	In-Print Books / Text
160	Follett Library Resources, Inc.	0%	In-Print Books / Text
163	Ingram Library Services, Inc.	10%	In-Print Books / Text
165	Mackin Book Company d/b/a Mackin Library Media	0%	In-Print Books / Text
167	Midwest Tape, LLC	0%	In-Print Books / Text
168	Mumford Library Books	Net-70%	In-Print Books / Text
172	The Rosen Publishing Group	25%	In-Print Books / Text
173	W.E. Falk Books, Inc.	5%	In-Print Books / Text
175	Baker & Taylor, Inc.	0%	In-Print Books / References
176	Barnes & Noble	0-25%	In-Print Books / References

177	Brodart Company	12%	In-Print Books / References
178	Central Programs Inc. d/b/a Gumdrop Books	0%	In-Print Books / References
179	Children's Plus, Inc.	0%	In-Print Books / References
181	Davidson Titles, Inc.	5%	In-Print Books / References
182	Delaney Educational Productions	0%	In-Print Books / References
185	Follett Library Resources, Inc.	0%	In-Print Books / References
190	Ingram Library Services, Inc.	10%	In-Print Books / References
192	Mackin Book Company d/b/a Mackin Library Media	5%	In-Print Books / References
194	Midwest Tape, LLC	0%	In-Print Books / References
195	Mumford Library Books	Net-70%	In-Print Books / References
196	None	0%	In-Print Books / References
198	Perma-Bound Books	22%	In-Print Books / References
200	Quality Books, Inc.	12%	In-Print Books / References
201	Rainbow Book Company	25%	In-Print Books / References
203	Salem Press	15%	In-Print Books / References
204	Scholastic Library Publishing, Inc.	40%	In-Print Books / References
206	The Booksource	30%	In-Print Books / References
208	The Gale Group d/b/a Thompson Gale *Additional information on discounting & special offers may be found on company website: www.gale.com	Additional information on discounting & specials may be found on company website:www.gale.co m	In-Print Books / References
209	The Rosen Publishing Group	25%	In-Print Books / References
210	Unique Books, Inc.	5-20%	In-Print Books / References
211	W.E. Falk Books, Inc.	10%	In-Print Books / References
212	World Book, Inc.	3%	In-Print Books / References
214	Baker & Taylor, Inc.	0%	In-Print Books / Encyclopedias
215	Barnes & Noble	0-25%	In-Print Books / Encyclopedias
216	Central Programs Inc. d/b/a Gumdrop Books	0%	In-Print Books / Encyclopedias

217	Children's Plus, Inc.	0%	In-Print Books / Encyclopedias
219	Davidson Titles, Inc.	5%	In-Print Books / Encyclopedias
220	Delaney Educational Productions	10%	In-Print Books / Encyclopedias
221	Early Learning Systems	25%	In-Print Books / Encyclopedias
224	Follett Library Resources, Inc.	0%	In-Print Books / Encyclopedias
229	Junior Library Guild	20%	In-Print Books / Encyclopedias
231	Mackin Book Company d/b/a Mackin Library Media	5%	In-Print Books / Encyclopedias
232	Midwest Tape, LLC	0%	In-Print Books / Encyclopedias
233	Mumford Library Books	Net-70%	In-Print Books / Encyclopedias
234	None	0%	In-Print Books / Encyclopedias
235	Perma-Bound Books	22%	In-Print Books / Encyclopedias
237	Rainbow Book Company	25	In-Print Books / Encyclopedias
240	The Gale Group d/b/a Thomson Gale	Additional information on discounting & specials may be found on company website:www.gale.com	In-Print Books / Encyclopedias
241	The Rosen Publishing Group	25%	In-Print Books / Encyclopedias
242	Unique Books, Inc.	5-20%	In-Print Books / Encyclopedias
243	W.E. Falk Books, Inc.	0%	In-Print Books / Encyclopedias
244	World Book, Inc.	3%	In-Print Books / Encyclopedias
246	Barnes & Noble	0-25%	In-Print Books / Handbooks
247	Central Programs Inc. d/b/a Gumdrop Books	0%	In-Print Books / Handbooks
248	Children's Plus, Inc.	0%	In-Print Books / Handbooks
250	Davidson Titles, Inc.	5%	In-Print Books / Handbooks
251	Delaney Educational Productions	0%	In-Print Books / Handbooks
252	Early Learning Systems	25%	In-Print Books / Handbooks
257	Junior Library Guild	20%	In-Print Books / Handbooks
260	Midwest Tape, LLC	0%	In-Print Books / Handbooks

261	Mumford Library Books	Net-70%	In-Print Books / Handbooks
264	Quality Books, Inc.	12%	In-Print Books / Handbooks
266	The Gale Group d/b/a Thompson Gale	Additional information on discounting & specials may be found on company website:www.gale.com	In-Print Books / Handbooks
267	The Rosen Publishing Group	25%	In-Print Books / Handbooks
268	Unique Books, Inc.	5-20%	In-Print Books / Handbooks
269	W.E. Falk Books, Inc.	10%	In-Print Books / Handbooks
270	World Book, Inc.	3%	In-Print Books / Handbooks
272	Baker & Taylor, Inc.	0%	In-Print Books / University Press Publications
273	Barnes & Noble	0-25%	In-Print Books / University Press Publications
274	Brodart Company	12%	In-Print Books / University Press Publications
275	Central Programs Inc. d/b/a Gumdrop Books	0%	In-Print Books / University Press Publications
276	Children's Plus, Inc.	0%	In-Print Books / University Press Publications
278	Davidson Titles, Inc.	10%	In-Print Books / University Press Publications
279	Delaney Educational Productions	0%	In-Print Books / University Press Publications
282	Follett Library Resources, Inc.	0%	In-Print Books / University Press Publications
285	Ingram Library Services, Inc.	13%	In-Print Books / University Press Publications
287	Mackin Book Company d/b/a Mackin Library Media	10%	In-Print Books / University Press Publications
289	Midwest Tape, LLC	0%	In-Print Books / University Press Publications
290	Mumford Library Books	Net-70%	In-Print Books / University Press Publications

292	Unique Books, Inc.	5-20%	In-Print Books / University Press Publications
293	W.E. Falk Books, Inc.	5%	In-Print Books / University Press Publications
295	Baker & Taylor, Inc.	0%	In-Print Books / Society or Association Publications
296	Barnes & Noble	0-25%	In-Print Books / Society or Association Publications
297	Brodart Company	12%	In-Print Books / Society or Association Publications
298	Central Programs Inc. d/b/a Gumdrop Books	0%	In-Print Books / Society or Association Publications
299	Children's Plus, Inc.	0%	In-Print Books / Society or Association Publications
301	Delaney Educational Productions	0%	In-Print Books / Society or Association Publications
304	Follett Library Resources, Inc.	0%	In-Print Books / Society or Association Publications
307	Ingram Library Services, Inc.	10%	In-Print Books / Society or Association Publications
309	Midwest Tape, LLC	0%	In-Print Books / Society or Association Publications
310	Mumford Library Books	Net-70%	In-Print Books / Society or Association Publications
312	Unique Books, Inc.	5-20%	In-Print Books / Society or Association Publications
313	W.E. Falk Books, Inc.	0%	In-Print Books / Society or Association Publications
314	Baker & Taylor, Inc.	Popular High Demand Trade Hardcover -42.10%	In-Print Books / Other
315	Baker & Taylor, Inc.	Popular High Demand Trade Paperback -35%	In-Print Books / Other
316	Baker & Taylor, Inc.	Popular Demand Mass Market Paperback- 35%	In-Print Books / Other
317	Baker & Taylor, Inc.	Single Edition Reinforced -15%	In-Print Books / Other

318	Baker & Taylor, Inc.	University Press Trade Editions -10%	In-Print Books / Other
319	Baker & Taylor, Inc.	Popular High Demand Spoken Word Audio on CD - 45%	In-Print Books / Other
320	Baker & Taylor, Inc.	Mainstream Text, Technical or Reference Materials- 5%	In-Print Books / Other
321	Baker & Taylor, Inc.	Small Press Editions and Titles of Limited Demand -0%	In-Print Books / Other
322	Baker & Taylor, Inc.	Standing Order Popular Trade Editions (profiled series) -20%	In-Print Books / Other
323	Baker & Taylor, Inc.	Standing Order Text, Technical, Reference, and Small Press Editions (profiled series)- 0%	In-Print Books / Other
324	Baker & Taylor, Inc.	Popular High Demand Spoken Word Audio Cassette- 45%	In-Print Books / Other
325	Baker & Taylor, Inc.	Book Leasing Services ( Subscription services)-Please see the following page, "Quantity section for pricing."	In-Print Books / Other
326	Brodart Company	Paperback- 40%	In-Print Books / Other
327	Central Programs Inc. d/b/a Gumdrop Books	0%	In-Print Books / Other
328	Children's Plus, Inc.	0%	In-Print Books / Other
331	Delaney Educational Productions	0%	In-Print Books / Other
332	DEMCO, Inc.	2007Catalog Reading Enrichment books pgs 398-443 -7%	In-Print Books / Other
333	DEMCO, Inc.	Webster & Other Dictionaries Pgs 309- 311 -7%	In-Print Books / Other
334	DEMCO, Inc.	Supply Items for the Libraray 2007 Catalog Pgs 2-207 - 15%	In-Print Books / Other

337	Follett Library Resources, Inc.	Renaissance Learning Products - 0%	In-Print Books / Other
338	Follett Library Resources, Inc.	Follett eBooks-0%	In-Print Books / Other
339	Follett Library Resources, Inc.	World Language Titles -0%	In-Print Books / Other
345	Ingram Library Services, Inc.	Short Discounted - 10%	In-Print Books / Other
346	Ingram Library Services, Inc.	Net Titles -0%	In-Print Books / Other
347	Ingram Library Services, Inc.	Continuation Trade - 40%	In-Print Books / Other
348	Ingram Library Services, Inc.	Paperbacks -38%	In-Print Books / Other
353	Mackin Book Company d/b/a Mackin Library Media	Paperbacks-20%	In-Print Books / Other
354	Midwest Tape, LLC	0%	In-Print Books / Other
355	Mumford Library Books	Net-70%	In-Print Books / Other
360	W.E. Falk Books, Inc.	Mass Markets -- 10%	In-Print Books / Other
361	W.E. Falk Books, Inc.	Children's Books -- 10%	In-Print Books / Other
362	Barnes & Noble	0-25%	Out of Print Books
365	Ingram Library Services, Inc.	10%	Out of Print Books
367	Midwest Tape, LLC	0%	Out of Print Books
368	Mumford Library Books	Net-70%	Out of Print Books
370	ProQuest LLC	0%	Out of Print Books
372	W.E. Falk Books, Inc.	0%	Out of Print Books
373	Barnes & Noble	0-10%	Periodicals and Other Subscriptions
376	Davidson Titles, Inc.	0%	Periodicals and Other Subscriptions
384	Magazine Subscription Services Agency	25%	Periodicals and Other Subscriptions
385	Midwest Tape, LLC	0%	Periodicals and Other Subscriptions
386	Mumford Library Books	Net-70%	Periodicals and Other Subscriptions
388	The Gale Group d/b/a Thomson Gale	15%	Periodicals and Other Subscriptions
389	W.E. Falk Books, Inc.	0%	Periodicals and Other Subscriptions
390	W.T. Cox Subscriptions	* W.T. Cox Subscriptions 2007 Periodicals Catalog	Periodicals and Other Subscriptions
392	World Book, Inc.	3%	Periodicals and Other Subscriptions
397	Midwest Tape, LLC	0%	Periodical Back Files
399	W.E. Falk Books, Inc.	0%	Periodical Back Files
404	Midwest Tape, LLC	0%	Microforms
405	Mumford Library Books	Net-70%	Microforms
406	ProQuest LLC	0%	Microforms



408	The Gale Group d/b/a Thomson Gale	15%	Microforms
409	W.T. Cox Subscriptions	Some at no charge; Dependent upon publishers cost.	Microforms
411	Baker & Taylor, Inc.	25%	Other Visual Media (slides, cd rom, fims, dvd, etc.
412	Barnes & Noble	0-10%	Other Visual Media (slides, cd rom, fims, dvd, etc.
413	BBC Audiobooks America	0%	Other Visual Media (slides, cd rom, fims, dvd, etc.
414	Central Programs Inc. d/b/a Gumdrop Books	0%	Other Visual Media (slides, cd rom, fims, dvd, etc.
421	Cox Subscriptions DBA W.T. Cox Subscriptions	0%	Other Visual Media (slides, cd rom, fims, dvd, etc.
422	Davidson Titles, Inc.	0%	Other Visual Media (slides, cd rom, fims, dvd, etc.
423	DEMCO, Inc.	7%	Other Visual Media (slides, cd rom, fims, dvd, etc.
425	Early Learning Systems	25%	Other Visual Media (slides, cd rom, fims, dvd, etc.
427	Follett Library Resources, Inc.	0%	Other Visual Media (slides, cd rom, fims, dvd, etc.
431	Ingram Library Services, Inc.	25%	Other Visual Media (slides, cd rom, fims, dvd, etc.
433	Library Video Company	0%	Other Visual Media (slides, cd rom, fims, dvd, etc.
434	Mackin Book Company d/b/a Mackin Library Media	5%	Other Visual Media (slides, cd rom, fims, dvd, etc.
435	Midwest Tape, LLC	20%	Other Visual Media (slides, cd rom, fims, dvd, etc.
436	Mumford Library Books	Net-70%	Other Visual Media (slides, cd rom, fims, dvd, etc.
438	Perma-Bound Books	0%	Other Visual Media (slides, cd rom, fims, dvd, etc.
439	Rainbow Book Company	0%	Other Visual Media (slides, cd rom, fims, dvd, etc.

442	The Gale Group dba Thompson Gale	<a href="#">*Additional information on discounting &amp; special offers may be found on company website:  www.gale.com</a>	Other Visual Media (slides, cd rom, fims, dvd, etc.)
443	Unique Books, Inc.	5-20%	Other Visual Media (slides, cd rom, fims, dvd, etc.)
444	W.E. Falk Books, Inc.	0%	Other Visual Media (slides, cd rom, fims, dvd, etc.)
445	World Book, Inc.	3%	Other Visual Media (slides, cd rom, fims, dvd, etc.)
447	Baker & Taylor, Inc.	30%	Sound Recording (disc, tape, cd rom, dvd, etc.)
448	Barnes & Noble	0-10%	Sound Recording (disc, tape, cd rom, dvd, etc.)
449	Central Programs Inc. d/b/a Gumdrop Books	0%	Sound Recording (disc, tape, cd rom, dvd, etc.)
450	Children's Plus, Inc.	0%	Sound Recording (disc, tape, cd rom, dvd, etc.)
452	Cox Subscriptions DBA W.T. Cox Subscriptions	0%	Sound Recording (disc, tape, cd rom, dvd, etc.)
453	Davidson Titles, Inc.	10%	Sound Recording (disc, tape, cd rom, dvd, etc.)
456	Follett Library Resources, Inc.	0%	Sound Recording (disc, tape, cd rom, dvd, etc.)
459	Library Video Company	0%	Sound Recording (disc, tape, cd rom, dvd, etc.)
460	Mackin Book Company d/b/a Mackin Library Media	5%	Sound Recording (disc, tape, cd rom, dvd, etc.)
461	Midwest Tape, LLC	10%	Sound Recording (disc, tape, cd rom, dvd, etc.)
462	Mumford Library Books	Net-70%	Sound Recording (disc, tape, cd rom, dvd, etc.)
463	Perma-Bound Books	0%	Sound Recording (disc, tape, cd rom, dvd, etc.)
466	Unique Books, Inc.	5-20%	Sound Recording (disc, tape, cd rom, dvd, etc.)
467	W.E. Falk Books, Inc.	10%	Sound Recording (disc, tape, cd rom, dvd, etc.)
468	World Book, Inc.	3-8%	Sound Recording (disc, tape, cd rom, dvd, etc.)
470	Central Programs Inc. d/b/a Gumdrop Books	0%	Video Tape Recordings
472	Cox Subscriptions DBA W.T. Cox Subscriptions	0%	Video Tape Recordings
473	Davidson Titles, Inc.	10%	Video Tape Recordings
475	Follett Library Resources, Inc.	0%	Video Tape Recordings
477	Human Relations Media Center, Inc.	13%	Video Tape Recordings

478	Ingram Library Services, Inc.	25%	Video Tape Recordings
480	Library Video Company	0%	Video Tape Recordings
481	Mackin Book Company d/b/a Mackin Library Media	5%	Video Tape Recordings
482	Midwest Tape, LLC	20%	Video Tape Recordings
483	Mumford Library Books	Net-70%	Video Tape Recordings
484	Perma-Bound Books	0%	Video Tape Recordings
485	Quality Books, Inc.	12	Video Tape Recordings
488	Unique Books, Inc.	5-20%	Video Tape Recordings
489	W.E. Falk Books, Inc.	10%	Video Tape Recordings
491	Barnes & Noble	0-25%	Charts, Maps, Globes, Atlases
493	Cox Subscriptions DBA W.T. Cox Subscriptions	0%	Charts, Maps, Globes, Atlases
494	DEMCO, Inc.	7%	Charts, Maps, Globes, Atlases
495	Early Learning Systems	1%	Charts, Maps, Globes, Atlases
498	Midwest Tape, LLC	0%	Charts, Maps, Globes, Atlases
499	Mumford Library Books	Net-70%	Charts, Maps, Globes, Atlases
502	The Gale Group d/b/a Thomson Gale	*Additional information on discounting & special offers may be found on company website: <a href="http://www.gale.com">www.gale.com</a>	Charts, Maps, Globes, Atlases
503	W.E. Falk Books, Inc.	5%	Charts, Maps, Globes, Atlases
504	World Book, Inc.	3%	Charts, Maps, Globes, Atlases
505	Barnes & Noble	0-25%	Musical Scores
508	Midwest Tape, LLC	0%	Musical Scores
509	Mumford Library Books	Net-70%	Musical Scores
510	Quality Books, Inc.	12%	Musical Scores
512	Barnes & Noble	0-25%	Sheet Music
516	Midwest Tape, LLC	0%	Sheet Music
517	Mumford Library Books	Net-70%	Sheet Music
520	Baker & Taylor, Inc.	15%	Pre-Bound Books
521	Barnes & Noble	0-25%	Pre-Bound Books
522	Brodart Company	Sagebrush Books-20%	Pre-Bound Books
523	Central Programs Inc. d/b/a Gumdrop Books	0%	Pre-Bound Books
524	Children's Plus, Inc.	0%	Pre-Bound Books
526	Davidson Titles, Inc.	10%	Pre-Bound Books
527	Delaney Educational Productions	22%	Pre-Bound Books
528	Early Learning Systems	25%	Pre-Bound Books

529	Follett Library Resources, Inc.	0%	Pre-Bound Books
531	Ingram Library Services, Inc.	38%	Pre-Bound Books
533	Mackin Book Company d/b/a Mackin Library Media	20%	Pre-Bound Books
534	Magazine Subscription Services Agency	0%	Pre-Bound Books
536	Midwest Tape, LLC	0%	Pre-Bound Books
537	Mumford Library Books	Net-70%	Pre-Bound Books
539	Perma-Bound Books	22%	Pre-Bound Books
540	Quality Books, Inc.	12%	Pre-Bound Books
541	Rainbow Book Company	25%	Pre-Bound Books
545	The Booksource	30%	Pre-Bound Books
547	Unique Books, Inc.	5-20%	Pre-Bound Books
548	W.E. Falk Books, Inc.	0%	Pre-Bound Books
549	World Book, Inc.	3%	Pre-Bound Books
552	Baker & Taylor, Inc.	15%	Publisher's Library Bindings
553	Barnes & Noble	0-25%	Publisher's Library Bindings
555	Brodart Company	20%	Publisher's Library Bindings
556	Capstone Press	25%	Publisher's Library Bindings
557	Central Programs Inc. d/b/a Gumdrop Books	0%	Publisher's Library Bindings
558	Children's Plus, Inc.	0%	Publisher's Library Bindings
560	Davidson Titles, Inc.	25%	Publisher's Library Bindings
561	Follett Library Resources, Inc.	0%	Publisher's Library Bindings
565	Ingram Library Services, Inc.	13%	Publisher's Library Bindings
566	Junior Library Guild	30%	Publisher's Library Bindings
568	Lerner Publishing Group	25%	Publisher's Library Bindings
569	Library Video Company	0%	Publisher's Library Bindings
570	Mackin Book Company d/b/a Mackin Library Media	15%	Publisher's Library Bindings
572	Midwest Tape, LLC	0%	Publisher's Library Bindings
573	Mumford Library Books	Net-70%	Publisher's Library Bindings
574	Perma-Bound Books	22%	Publisher's Library Bindings
576	Quality Books, Inc.	0%	Publisher's Library Bindings
578	Scholastic Library Publishing, Inc.	35%	Publisher's Library Bindings
584	The Rosen Publishing Group	25%	Publisher's Library Bindings

585	W.E. Falk Books, Inc.	10%	Publisher's Library Bindings
586	World Book, Inc.	3%	Publisher's Library Bindings
587	Baker & Taylor, Inc.	Please see the following link, "Quantity" section for per unit processing prices	Pre-Processed Books
588	Brodart Company	includes attached jacket, spine label & complete catalog card set)- \$.99	Pre-Processed Books
589	Capstone Press	*Attached or unattached library processing is \$12.00 per order or FREE on orders over \$350. This includes either Automation Kit (barcode, spine label, and MARC record) or Catalog Card Kits (shelflist, main entry, author, title, subject, borrower cards, spine label, pocket)	Pre-Processed Books
590	Central Programs Inc. d/b/a Gumdrop Books	0%	Pre-Processed Books
591	Children's Plus, Inc.	0%	Pre-Processed Books
594	Davidson Titles, Inc.	0%	Pre-Processed Books
595	Delaney Educational Productions	35%	Pre-Processed Books
596	Early Learning Systems	25%	Pre-Processed Books
597	Follett Library Resources, Inc.	Contact Follett Library Resources	Pre-Processed Books
600	Ingram Library Services, Inc.	1.19%	Pre-Processed Books
603	Mackin Book Company d/b/a Mackin Library Media	15%	Pre-Processed Books
604	Midwest Tape, LLC	0%	Pre-Processed Books
605	Mumford Library Books	Net-70%	Pre-Processed Books
607	Perma-Bound Books	0%	Pre-Processed Books
609	Quality Books, Inc.	12%	Pre-Processed Books
610	Rainbow Book Company	25%	Pre-Processed Books
615	The Booksource	30%	Pre-Processed Books

616	The Gale Group d/b/a Thomson Gale	*Additional information on discounting & special offers may be found on our company website: <a href="http://www.gale.com">www.gale.com</a>	Pre-Processed Books
618	The Rosen Publishing Group	25%	Pre-Processed Books
619	Baker & Taylor, Inc.	Please see the following link, "Quantity" section for per unit processing prices	Book Processing
620	Barnes & Noble	0%	Book Processing
621	Brodart Company	Automated Processing (includes attached jacket, spine label, one barcode label & MARC record)-\$.89	Book Processing
622	Brodart Company	Attached Jackets- \$.60	Book Processing
623	Brodart Company	Loose Jackets- \$.55	Book Processing
624	Brodart Company	Durlam (paperback conversion)- \$4.50	Book Processing
625	Brodart Company	Dura Guard (paperback reinforcement) -\$2.00	Book Processing
626	Brodart Company	Property Stamp (per location)- \$.10	Book Processing
627	Brodart Company	Theft Detection (3M or checkpoint)- \$.45	Book Processing
628	Capstone Press	0%	Book Processing
629	Central Programs Inc. d/b/a Gumdrop Books	0%	Book Processing
630	Children's Plus, Inc.	0%	Book Processing
631	Davidson Titles, Inc.	0&	Book Processing
632	Follett Library Resources, Inc.	\$ 0.69 automated	Book Processing
636	Ingram Library Services, Inc.	\$0.99	Book Processing
638	Library Video Company	0%	Book Processing
640	Midwest Tape, LLC	0%	Book Processing
641	Mumford Library Books	Net-70%	Book Processing
643	Perma-Bound Books	0%	Book Processing
645	Quality Books, Inc.	25%	Book Processing
646	Salem Press	FREE	Book Processing
647	Scholastic Library Publishing, Inc.	FREE	Book Processing
650	The Booksource	0%	Book Processing

652	The Gale Group d/b/a Thomson Gale	*Additional information on discounting & special offers may be found on our company website: <a href="http://www.gale.com">www.gale.com</a>	Book Processing
654	The Rosen Publishing Group	10%	Book Processing
655	Unique Books, Inc.	0%	Book Processing
656	Baker & Taylor, Inc.	Please see Ordering Instructions, "Quantity" section for per unit processing prices	Machine Readable Cataloging
657	Barnes & Noble	0%	Machine Readable Cataloging
658	Brodart Company	\$0.25	Machine Readable Cataloging
659	Central Programs Inc. d/b/a Gumdrop Books	0%	Machine Readable Cataloging
660	Davidson Titles, Inc.	0%	Machine Readable Cataloging
661	Delaney Educational Productions	No Charge	Machine Readable Cataloging
662	Early Learning Systems	20%	Machine Readable Cataloging
663	Follett Library Resources, Inc.	No Charge	Machine Readable Cataloging
666	Ingram Library Services, Inc.	\$0.35	Machine Readable Cataloging
669	Mackin Book Company d/b/a Mackin Library Media	Free with book purchases	Machine Readable Cataloging
670	Midwest Tape, LLC	0%	Machine Readable Cataloging
671	Mumford Library Books	Net-70%	Machine Readable Cataloging
672	Perma-Bound Books	0%	Machine Readable Cataloging
674	Quality Books, Inc.	12%	Machine Readable Cataloging
675	Rainbow Book Company	25%	Machine Readable Cataloging
678	The Booksource	0%	Machine Readable Cataloging
679	The Gale Group d/b/a Thomson Gale	*Additional information on discounting & special offers may be found on our company website: <a href="http://www.gale.com">www.gale.com</a>	Machine Readable Cataloging
681	The Rosen Publishing Group	10%	Machine Readable Cataloging



683	Davidson Titles, Inc.	0%	Custom Web-Based Library Products
684	DEMCO, Inc.	7%	Custom Web-Based Library Products
685	Follett Library Resources, Inc.	www.titlewave.com No Charge	Custom Web-Based Library Products
686	Ingram Library Services, Inc.	10%	Custom Web-Based Library Products
689	Midwest Tape, LLC	0%	Custom Web-Based Library Products
690	Mumford Library Books	Net-70%	Custom Web-Based Library Products
692	Perma-Bound Books	0%	Custom Web-Based Library Products
695	The Gale Group d/b/a Thomson Gale	*Additional information on discounting & special offers may be found on our company website: www.gale.com	Custom Web-Based Library Products
696	World Book, Inc.	3%	Custom Web-Based Library Products
700	Follett Library Resources, Inc.	0%	Subscription Based, Internet Delivered Products
701	Ingram Library Services, Inc.	0%	Subscription Based, Internet Delivered Products
704	Midwest Tape, LLC	0%	Subscription Based, Internet Delivered Products
705	Mumford Library Books	Net-70%	Subscription Based, Internet Delivered Products
708	Salem Press	15%	Subscription Based, Internet Delivered Products
710	The Gale Group d/b/a Thomson Gale	15%	Subscription Based, Internet Delivered Products
711	The Rosen Publishing Group	0%	Subscription Based, Internet Delivered Products
712	World Book, Inc.	3-8%	Subscription Based, Internet Delivered Products
714	Barnes & Noble	0-10%	Electronic Books
716	Central Programs Inc. d/b/a Gumdrop Books	0%	Electronic Books
718	Follett Library Resources, Inc.	0%	Electronic Books
721	Ingram Library Services, Inc.	10%	Electronic Books
724	Midwest Tape, LLC	0%	Electronic Books
725	Mumford Library Books	Net-70%	Electronic Books
727	Perma-Bound Books	0%	Electronic Books

730	The Gale Group d/b/a Thomson Gale	*Additional information on discounting & special offers may be found on our company website: <a href="http://www.gale.com">www.gale.com</a>	Electronic Books
731	The Rosen Publishing Group	0%	Electronic Books
732	W.E. Falk Books, Inc.	0%	Electronic Books
733	World Book, Inc.	3%	Electronic Books
735	Baker & Taylor, Inc.	0%	Audio Books
736	Barnes & Noble	0-25%	Audio Books
738	Brodart Company	40%	Audio Books
739	Capstone Press	"INTERACTIVE MEDIA"-25%	Audio Books
740	Central Programs Inc. d/b/a Gumdrop Books	0%	Audio Books
741	Central Programs Inc. d/b/a Gumdrop Books	0%	Audio Books
747	Davidson Titles, Inc.	10%	Audio Books
749	Follett Library Resources, Inc.	0%	Audio Books
752	Ingram Library Services, Inc.	45%	Audio Books
755	Library Video Company	0%	Audio Books
757	Mackin Book Company d/b/a Mackin Library Media	5%	Audio Books
758	Midwest Tape, LLC	0%	Audio Books
759	Mumford Library Books	Net-70%	Audio Books
761	Perma-Bound Books	0%	Audio Books
762	Scholastic Library Publishing, Inc.	10%	Audio Books
766	The Rosen Publishing Group	0%	Audio Books
767	Unique Books, Inc.	5-20%	Audio Books
768	W.E. Falk Books, Inc.	10%	Audio Books

LIST NUMBER	MULTILINGUALOPTIONS
Listing	Language
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1	None
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1	Spanish
1	None
1	None
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1	None
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1a	Spanish

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1a	None
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<b>1h</b>	<b>Spanish</b>
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<b>1i</b>	<b>Spanish, French</b>
<b>1i</b>	<b>Spanish, French</b>
<b>1i</b>	<b>Spanish</b>
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<b>1i</b>	<b>Spanish</b>
<b>1i</b>	<b>Spanish</b>
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<b>1j</b>	<b>None</b>
<b>1j</b>	<b>Spanish, French</b>

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20	Spanish
20	Spanish, French



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

**AI-9659**

**County Administrator's Report 13. 12.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 01/21/2016

**Issue:** PD14-15.085 Life Pak Equipment

**From:** Claudia Simmons, Purchasing Manager

**Organization:** Asst County Administrator - Lovoy

**CAO Approval:**

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### **RECOMMENDATION:**

Recommendation Concerning the Purchase of Life Pak Equipment for the Public Safety Department - Claudia Simmons, Purchasing Manager, Office of Purchasing

That the Board authorize the issuance of Purchase Orders in excess of \$50,000 to Henry Schein, Inc., for PD 14-15.085, for Life Pak Equipment and parts required by the Public Safety Department.

[Fund: Fund 408, EMS Operations, Cost Center 330302, Object Code, 55201]

### **BACKGROUND:**

The Invitation to Bid PD 14-15.085 for Life Pak Equipment was advertised in the Pensacola News Journal on August 17, 2015. One bid was received on September 16, 2015. Henry Schein, Inc., is a certified supplier of Life Pak Equipment and was accepted by the Public Safety Department for the purchase of Life Pak Equipment and repair parts and maintenance. Life Pak Equipment is required for use by the Public Safety Department.

### **BUDGETARY IMPACT:**

Fund; Fund 408, EMS Operations, Cost Center 330302, Object Code, 55201

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

The purchases will be made using the Purchase Order as the contract.

### **PERSONNEL:**

N/A

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



This recommendation is in compliance with the Escambia County Code of Ordinances Chapter 46, Article II, Purchases and Contracts. The Invitation to Bid PD14-15.085 Life Pak Equipment was advertised in the Pensacola News Journal on August 17, 2015. One bid was received on September 16, 2015. Henry Schein Inc. is a certified supplier of Life Pak Equipment and was accepted by the Public Safety Department for the purchase of Life Pak Equipment and repairs and maintenance. The Life Pak Equipment is required for use by the Public Safety Department.

**IMPLEMENTATION/COORDINATION:**

The Office of Purchasing will issue the Purchase Orders.

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**Attachments**

Bid Tab

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# PUBLIC NOTICE OF RECOMMENDED AWARD

BID TABULATION		DESCRIPTION: Life Pak Equipment BID # PD 14-15.085						
Bid Opening Time: 3:00 pm CDT Bid Opening Date: 09/16/2015 Bid Opening Location: Rm 11.407  <b>NAME OF BIDDER</b>	Cover Sheet/ Acknow.	Bid Bond or Check	Drug-Free Workplace Form	Information Sheet for Transactions & Conveyances Corporation ID	Certificate of Authority to do Business in the State of Florida	Sworn Statement Pursuant to Section 287.133(3)(a), FL Statutes on Entity Crimes	Addenda	Grand Total
Henry Schein, Inc.	Y	Bond	Y	Y	NA	Y	N	\$1738.34
BIDS OPENED BY:	Joe F. Pillitary, Jr., Purchasing Coordinator				DATE: 09/16/2015			
BIDS TABULATED BY:	Lori Kistler, SOSA				DATE: 09/16/2015			
BIDS WITNESSED BY:	Lori Kistler, SOSA				DATE: 09/16/2015			

**CAR**  
**DATE 1/21/2016**

**BOCC**  
**DATE 1/21/2016**

The Purchasing Manager recommends the award to Henry Schein, Inc.

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.

RE-Posted @ 9:30am on 1/08/2016

  
 CS/lk



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

**AI-9549**

**County Administrator's Report 13. 13.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 01/21/2016

**Issue:** PD 15-16.016 Livestock Collection and Boarding and Truck Lease

**From:** Claudia Simmons, Purchasing Manager

**Organization:** Asst County Administrator - Lovoy

**CAO Approval:**

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#### **RECOMMENDATION:**

Recommendation Concerning Livestock Collection and Boarding - Claudia Simmons,  
Purchasing Manager, Office of Purchasing

That the Board take the following action regarding PD 15-16.016, Livestock Collection and Boarding Contract:

A. Award Contract PD 15-16.016, Livestock Collection and Boarding Contract, to Josh Weekley and approve and the Agreement for Livestock Collection and Boarding Services between Escambia County and Josh Weekley, for a term of 12 months with two options for 12-month extensions, for an estimated annual amount of \$25,000;

B. Approve the Lease Agreement for Livestock Collection Truck between Escambia County and Josh Weekley for the lease of a 2012 Chevrolet 3500 Truck, VIN 1GC4KZCG5CF231471, for a fee of \$1 per year for the term of the Agreement for Livestock Collection and Boarding Services, PD 15-16.016; and

C. Authorize the County Administrator to sign the Agreements.

[Funding: Fund 101, Animal Control Fund, Cost Center 250207, Object Code 53401]

#### **BACKGROUND:**

The Invitation to Bid PD15-16.016 for Livestock Collection and Boarding Services was advertised in the Pensacola News Journal on November 23, 2015. One bid was received on December 10, 2015 from Josh Weekley, the incumbent contract holder. The Animal Control Department evaluated and accepted the bid from Josh Weekley. The costs remained at the previous contracted rates.

The Animal Control Department is required to respond to calls regarding stray and abandoned horses and other livestock by collecting and boarding them in an approved and inspected facility. Mr. Weekley is on call on a 24 hour/day basis to respond for the

County to these emergencies and to have facilities and feed available at all times for the care and feeding of the animals until such time as any enforcement or other action can be accomplished. The Truck leased to Mr. Weekley is for use in responding the emergency calls and will remain on County property until such time as it is needed.

**BUDGETARY IMPACT:**

Funding: Fund 101, Animal Control Fund, Cost Center 250207, Object Code 53401

**LEGAL CONSIDERATIONS/SIGN-OFF:**

The agreements were prepared by Meredith Crawford, Assistant County Attorney.

**PERSONNEL:**

The contract administrator is the Director of Animal Control.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

This recommendation is in compliance with Escambia County Board of Ordinances Chapter 46, Article II, Purchases and Contracts.

The Invitation to Bid PD15-16.016 for Livestock Collection and Boarding Services was advertised in the Pensacola News Journal on November 23, 2015. One bid was received on December 10, 2015 from Josh Weekley, the incumbent contract holder. The Animal Control Department evaluated and accepted the bid from Josh Weekley. The costs remained at the previous contracted rates.

The Animal Control Department is required to respond to calls regarding stray and abandoned horses and other livestock by collecting and boarding them in an approved and inspected facility. Mr. Weekley is on call on a 24 hour/day basis to respond for the County to these emergencies and to have facilities and feed available at all times for the care and feeding of the animals until such time as any enforcement or other action can be accomplished. The Truck is provided for use in responding the emergency calls and will remain on County property until such time as it is needed.

**IMPLEMENTATION/COORDINATION:**

Purchasing will issue the Purchase Order upon completion of the agreements.

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**Attachments**

Service Agreement

Lease Agreement

Bid tab

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**AGREEMENT FOR LIVESTOCK COLLECTION  
AND BOARDING SERVICES**

THIS AGREEMENT, made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 2016, by and between Escambia County, a political subdivision of the State of Florida, by and through its Board of County Commissioners (hereinafter referred to as "County"), with administrative offices located at 221 South Palafox Street, Pensacola, Florida 32502, and Josh Weekley (hereinafter referred to as "Contractor"), whose principal address is 9855 Rebel Road, Pensacola, Florida 32526.

**WITNESSETH:**

**WHEREAS**, the County requires certain services related to the collection, impoundment and disposition of straying, nuisance or abused/neglected livestock animals within the unincorporated areas of Escambia County; and

**WHEREAS**, the Contractor is qualified to perform such services; and

**WHEREAS**, the County desires to enter into an agreement with Contractor for livestock collection and boarding services as specified herein.

**NOW, THEREFORE**, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and Contractor agree as follows:

- 1) **Recitals**. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.
- 2) **Definitions**. The following definitions shall apply to the terms of this agreement:
  - a) "Livestock" shall include all animals of the equine, bovine, or swine class, including goats, sheep, mules, horses, hogs, cattle, ostriches, and other grazing animals.
  - b) "Owner" shall include any person, association, firm, or corporation, natural or artificial, owning or having custody of or in charge of livestock.
  - c) "Livestock running at large" or "straying" shall mean any livestock found or being on any public land, or land belonging to a person other than the owner of the livestock, without the landowner's permission, and posing a threat to public safety.
  - d) "Public roads" as used herein shall mean those roads within the state which are, or may be, maintained by the state, a political subdivision of the state, or a municipality, including the full width of the right-of-way, except

those maintained, and expressly exempted from provisions of this chapter, by ordinance of the county or municipality having jurisdiction.

- 3) Contractor agrees to perform in accordance with the scope of work as provided herein.
- 4) Contractor hereby covenants and agrees to undertake and to fulfill the duties, obligations and responsibilities of restraining and transporting all livestock and straying animals on the public roads (as defined above) within Escambia County, Florida, and those found or reported "running at large" (as defined above) within said County.
- 5) Contractor hereby covenants and agrees to undertake and to fulfill the duties, obligations and responsibilities of restraining and transporting all livestock taken into custody by County or any agent of the County as part of an animal cruelty investigation.
- 6) Contractor agrees to provide the suitable shelter and holding areas for livestock animals impounded pursuant to this agreement pending further disposition. The site may be inspected by Escambia County.
- 7) Contractor agrees to provide the proper care and required feed for all animals impounded. Appropriate care for all livestock in custody pursuant to this agreement will be provided in accordance with Chapter 588, Florida Statutes, and the generally accepted standards of care for each specific type of animal maintained in custody. Animals shall be fed in accordance with Chapter 588, Florida Statutes, and as deemed appropriate, in accordance with all facts and circumstances, including the state of health and malnourishment of the animal.
- 8) Contractor agrees to remove all dead livestock and large animals from the public rights-of-way upon receiving notification from ECSO and/or County and make appropriate arrangements for disposal.
- 9) In the event of the death of any animal in custody, Contractor shall obtain a written statement of the cause of death from a licensed veterinarian. Autopsies are not authorized unless authorized in advance. Contractor shall make appropriate arrangements for disposal.
- 10) Contractor must obtain prior approval from County for veterinary services or other services or expenses not covered in this agreement. In the event of an emergency, Contractor shall notify County of any expenses incurred within 24 hours. Payment for and/or reimbursement for any such services or expenditures may be denied if not properly authorized pursuant to this provision.
- 11) Contractor or designee shall agree to be available at all times, meaning on a twenty-four (24) hours each day, seven (7) days a week basis. Contractor will provide manpower for constant coverage and will keep the Escambia County Division of Animal

Control ("Animal Control") and the Escambia County Sheriff's Office ("ECSO") informed of all contact information for any persons providing assistance to Contractor.

12) Contractor acknowledges that a prompt and timely response to calls for service is of paramount importance to fulfilling the duties described in this Agreement. Accordingly, Contractor agrees to provide Animal Control and ECSO with all relevant contact information. Contractor is obligated to respond to the relevant dispatch center within (15) minutes of receiving a call or page, and will be in service to respond within (30) minutes of receiving the call. Contractor or his designee will answer each call in an expeditious manner.

13) Contractor shall not enter private property to capture livestock unless accompanied by an Escambia County Deputy Sheriff and/or Escambia County Animal Control Officer.

14) Contractor, with the assistance of the responding deputy/officer will make reasonable attempts to identify and notify the owner of the livestock. In the event Contractor and the responding deputy/officer are unable to locate the owner, Contractor, with the assistance of the responding deputy/officer, will impound the animal.

15) In the event of any accident or unforeseen injury (personal injuries, animal injuries, property damage) while responding to a call for service, Contractor shall immediately notify County.

16) In the event County determines Contractor has demonstrated a pattern of failing to respond to such calls for service, the County shall have the right to forego the monthly payment for any month during which inadequate response to calls for service has been rendered.

17) Contractor shall maintain a monthly report that shall be provided to Escambia County Animal Control no later than the 10<sup>th</sup> of each calendar month. At a minimum, the report shall provide the following:

- a) Description of animal, including any brand, tattoo or other identifiable characteristics;
- b) Date and place of capture;
- c) Date and place of impoundment;
- d) If unclaimed, the date of transfer to public livestock market and/or date of public sale;

- e) Mileage incurred as a result of transporting livestock animals pursuant to this agreement;
- f) Itemization of all expenses incurred as a result of impounding livestock animals pursuant to this agreement.

18) In the event that the owner produces satisfactory proof of ownership and desires to redeem an impounded animal, the owner is responsible for the costs of storage, veterinarian services, and notice publication costs. Contractor will direct the owner to the County for payment of fees incurred. Contractor will release impounded livestock to the owner only after the owner provides proof that all required fees have been paid in full to County.

19) In the event any impounded livestock is to be sold at a public sale, Contractor will provide assistance in conducting the sale as directed by ECSO and/or County.

20) Contractor agrees to prepare and transport all livestock for sale once the livestock have been declared abandoned and after all appropriate notices have been given. If Contractor is notified that an animal is to be sold at auction, Contractor will transport the livestock to the nearest livestock auction yard and request that the auction remit any proceeds of the sale to County, along with a full and accurate description of the livestock sold or disposed of, to whom, and the sale price therefor.

21) All fees and revenues obtained from the impounding, apprehending, holding or sale of livestock by Contractor shall be submitted to County accompanied by a report detailing the sums collected.

22) In exchange for the services described herein, County agrees to pay Contractor one thousand four hundred eighty five dollars (\$1,485.00) per month and the following impoundment fees for each animal impounded pursuant to this Agreement:

<u>Animal</u>	<u>Fee</u>
Small animals (e.g. goats, sheep, pigs, hogs)	\$8.00 p/day
Large animals (e.g. cows, horses, mules, donkeys)	\$10.00 p/day
Stud Horses	\$13.00 p/day

23) On a monthly basis, Contractor shall submit all reports, requests for payment with appropriate supporting documentation, and any revenue obtained pursuant to the performance of this Agreement to:



John Robinson  
Escambia County Animal Services  
200 W. Fairfield Dr, Pensacola, FL 32501  
Pensacola, Florida 32501  
(850) 595-3078

24) County shall provide a truck for the use in the performance of the duties and responsibilities set forth in this agreement. The County truck shall be kept on the county lot closest to the Contractor. Contractor shall execute a separate lease agreement for use of the County truck. Use of County's truck shall be limited to services performed pursuant to this agreement. The truck, as well as any other County equipment, utilized by Contractor in the performance of the duties provided herein shall be properly maintained at the County's expense. The Contractor shall provide Business Automobile Liability with \$1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles as provided for in Paragraph 28 of this Agreement.

25) Contractor shall provide a livestock trailer for the use in the performance of the duties and responsibilities set forth in this agreement.

25) It is mutually understood and agreed that this contract shall commence as of the date both parties have signed this Agreement and shall continue in effect for twelve (12) months. The Contract may be renewed for additional twelve (12) month 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. In the event that neither party indicates an intention to withdraw from this agreement at the conclusion of the contract term, the provisions of this contract will be extended for an additional six (6) month period.

26) Either party may terminate this agreement at any time by providing the other party with at least thirty (30) days written notice of intention to terminate via certified mail.

27) Indemnification. The Contractor agrees to save harmless, indemnify, and defend County and its agents, officers and employees from any and all claims, suits, actions, damages, liabilities, expenditures or causes of action of any kind, losses, penalties, interest, demands, judgments, and cost 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 Contractor's negligent, reckless, or intentional wrongful misconduct in the performance of this Agreement or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Contractor or by anyone for whom the Contractor is legally liable. The parties understand and agree that such indemnification by the Contractor relating to any matter, which is the subject of this Agreement, shall extend throughout the term of this

Agreement and any statutes of limitation thereafter. 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 relating to this Agreement. 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.

28) Insurance. The Contractor 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) Business Automobile Liability with \$1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.
- c) Excess or Umbrella Liability coverage.
- 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, 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.
- e) Contractor agrees all liability coverage shall be through carriers admitted to do business in the State of Florida. Certificates of insurance shall be provided to the County prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County on both the CGL and Auto policies 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.

29) In the performance of this Agreement hereunder, Contractor is an independent contractor. Contractor shall not hold himself out as an employee, agent or servant of the County; and Contractor shall not have the power or authority to bind the County in any promise, agreement or representation, other than as specifically provided in this Agreement or as may be expressly provided hereafter in writing by an authorized official of the County.

30) Contractor represents that he has complied with all federal, state and local laws regarding business permits and licenses that may be required to carry out the work to be performed under this agreement. All actions undertaken by Contractor pursuant to this

agreement shall be in accordance with all applicable federal and state laws, regulations, and rules.

31) Contractor shall not engage in, or offer to engage in, any business arrangement with any person or business that arises from or is related to the performance of any service pursuant to this agreement. Contractor may not seek or accept any remuneration or payment of any kind or type from anyone other than County for performing any services pursuant to this agreement.

**IN WITNESS WHEREOF**, the parties hereto have 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 Josh Weekley, duly authorized to execute same.

Approved as to form and legal  
sufficiency.

By/Title:

Date:

*M Crawford, PCA*  
*1/8/16*

**COUNTY:**

**ESCAMBIA COUNTY, FLORIDA**, a political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners.

By: \_\_\_\_\_  
Jack Brown, County Administrator

Date: \_\_\_\_\_

Witness: \_\_\_\_\_

Witness: \_\_\_\_\_

**CONTRACTOR:**

\_\_\_\_\_  
Josh Weekley

Date: \_\_\_\_\_

Witness: \_\_\_\_\_

Witness: \_\_\_\_\_

## **LEASE AGREEMENT FOR LIVESTOCK COLLECTION TRUCK**

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2016("Effective Date"), by and between Escambia County, a political subdivision of the State of Florida, by and through its Board of County Commissioners (hereinafter referred to as "County") and Josh Weekley (hereinafter referred to as "Operator"), whose principal address is 9855 Rebel Road, Pensacola, Florida 32526.

### **WITNESSETH:**

**WHEREAS**, the County is a political subdivision of the State of Florida and has acquired certain vehicle(s) for the provision of livestock collection services; and

**WHEREAS**, on January \_\_\_\_, 2016 , the County entered into an Agreement with the Operator for the purpose of providing livestock collection services to Escambia County, as required by Chapter 588, Florida Statutes (2015); and

**WHEREAS**, the Board of County Commissioners for Escambia County has determined that it is in the best interests of the County and the public to lease certain vehicle(s) to the Operator to be used for livestock collection services.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the County shall lease certain vehicle(s) to the Operator in accordance with the following terms and conditions:

1. **Recitals.** The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.
2. **Property Leased.** The County agrees to lease to Operator, certain vehicle(s) more particularly described in the Schedule of Vehicles attached hereto as Exhibit A (the "Vehicle(s)").
3. **Acceptance.** Upon delivery of the Vehicle(s), the parties shall jointly execute a vehicle acceptance document detailing the condition of each vehicle. Prior to the commencement of the Contractor's responsibilities under the Contract, Contractor shall have the right to inspect all vehicle(s) and any equipment covered in the Agreement and shall verify that all vehicle(s) and equipment are in safe operation and good running order. In the event the initial inspection reveals that any of the vehicle(s) or equipment are not in good running order, or that adequate maintenance records have not been kept, the County shall be responsible for those inoperable items at a cost to the County. Upon acceptance, the Operator shall assume all risk and responsibility for the Vehicle(s) until such time that the Vehicle(s) are returned to the County. The Vehicle(s) shall be returned to the County in the same condition as originally delivered, ordinary wear and tear excepted.

4. Use of Vehicle(s). The Operator may use the Vehicle(s) solely for the purpose of providing services in Escambia County as set forth in the parties' Agreement to Provide Livestock Collections Services dated January \_\_\_\_, 2016. No other use of the Vehicle(s) shall be authorized without the prior written consent of the County. The Operator shall operate the Vehicle(s) in accordance with all applicable provisions of provisions of federal, state, and local laws and regulations.

5. Lease Fee. The Operator shall pay to County a lease fee in the sum of \$1.00 per vehicle per year. The first year's fee shall be paid within forty-five days of the execution of this Lease. For each year thereafter, fees shall be paid no later than the anniversary of the Effective Date of the Agreement.

6. Term. This Agreement shall commence upon the Effective Date and continue for a period twelve (12) months. Thereafter, the lease may be extended for up to three (3) additional twelve month terms, up to a maximum thirty-six (36) months upon mutual agreement of both parties. If any such renewal should result in any changes to the terms and conditions of the Agreement, including any amendment to the Schedule of Vehicle(s), such changes shall be reduced to writing as an addendum to the Agreement and executed by both parties.

7. Maintenance. The County shall be responsible for the quality and workmanship of all repairs and maintenance to the Vehicle(s) and nothing herein shall relieve the County of its obligation to properly maintain the Vehicle(s). The burden is on the Operator to notify the County of any necessary repairs and to schedule with the County said repairs. The County shall be responsible, at its sole cost, for the following:

- (a) Lubricants and repairs, including all labor and parts required to keep the Vehicle(s) in a safe operating condition.
- (b) Maintenance and repairs, including all labor and parts required to keep the Vehicle(s) in a safe operating condition.
- (c) Regular interior and exterior washing and cleaning.
- (d) Road service for any mechanical failures.
- (e) Repair of any interior or exterior damage.

Operator shall not be responsible for any mechanical failures or interior and exterior damage caused by County employees.

All repairs and maintenance shall be performed by personnel with the requisite experience and skill necessary to perform such work, and all such work shall be performed in a good workmanlike manner in accordance with the generally accepted industry standards of quality.

8. Right of Inspection. The County reserves the right to inspect and observe the use of the Vehicle(s) at any time; provided that such inspection and observation does not unreasonably interfere with the Operator's ability to perform livestock services.

9. Maintenance Program. The Operator shall coordinate maintenance of the Vehicle(s) with the County in accordance with the applicable factory authorized maintenance program. This program shall meet or exceed the manufacturer's recommended or specified guidelines and shall include all add-on equipment, if any, supplied with the Vehicle(s). When maintenance requirements are specified by the manufacturer for different service categories (such as "normal service" and "severe service") then the most stringent guidelines shall be used by the Operator.

All parts and materials, including lubricants and fuel, used in maintaining or operating the Vehicle(s) shall be in accordance with the Vehicle's manufacturer's specifications for said parts and materials. Such parts and materials shall be subject to the County's inspection and approval.

10. Vehicle Files. The Operator shall be required to prepare and keep Vehicle files by vehicle identification number (VIN), documenting each Vehicle's maintenance history including, but not limited to, preventative maintenance, scheduled, maintenance, inspections, parts, usage, unscheduled maintenance, and accident repairs. Said files shall be kept current throughout the duration of the Agreement and a copy shall be provided to the County upon request and upon the termination or expiration of the Agreement. The County shall have unrestricted access to all Vehicle(s) maintenance records during the term of this Agreement.

11. Vehicle(s) Safety Inspection. The Operator shall be responsible for compliance with any state or local vehicle inspection programs. The costs of said inspections and any maintenance or repairs required to comply with the inspections shall be the responsibility of the Operator. In the event that the County or any governmental agency imposes additional requirements for vehicle safety other than those already in existence on the effective date of this Agreement, which are specific requirements for the operation of this Agreement or immediate installation is required for continuing operation of the vehicles, Operator and County shall negotiate price increases applicable to such equipment installation and any associated increase in vehicle maintenance costs.

12. Indemnification. The Operator shall hold harmless, indemnify and defend Escambia County, elected and appointed officials, employees, representatives and agents from and against 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 of use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with Operator's use or possession of the Vehicle(s) or by any person, firm, or corporation for whom Operator is legally liable. Operator'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 Operator or by any person, firm, or corporation for whom Operator is legally liable, and Operator shall not be required to indemnify, hold harmless, and defend 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 fees and paralegal fees.

Operator agrees that such indemnification relating to any matter which is the subject of this Agreement shall extend throughout the term of this Agreement and any applicable statutes of limitations thereafter. The Operator'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.

The Operator agrees to pay on behalf of the 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 as described herein. 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.

13. Insurance. During the term of this Lease, the Operator shall purchase and maintain in full effect the following policies of insurance:

a. Commercial general liability insurance policy covering all acts of the Operator in managing and implementing the activities described herein with \$1,000,000 per occurrence, to include coverage parts of bodily injury, property damage, broad form property damage, personal injury, independent contractors, blanket contractual liability, and completed operations.

b. Business Automobile Liability insurance coverage with \$1,000,000 per occurrence, to include bodily injury and property damage arising out of operation, maintenance or use of any, scheduled, all owned, hired and non-owned vehicles.

c. Excess or Umbrella Liability Coverage.

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, 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.

e. All insurance carriers must be rated "A," VII or higher by the most recently published edition of A.M. Best rating guide. Operator shall provide thirty (30) days prior written notice to Escambia County before any change in or cancellation of any of the identified coverages.

Escambia County must be provided the certificates of insurance which reflect Escambia County, Post Office Box 1591, Pensacola, Florida 32597-1591, as an "additional insured" on both the CGL and Auto policies and the certificate holder. Certificates must be mailed to Risk Manager, Post Office Box 1591, Pensacola, Florida 32597-1591. Certificates must reflect a thirty (30) day notice of cancellation and non-

renewal clauses. Certificates of insurance will be satisfactory to the County with all succeeding coverages and carriers to be consecutive to prior coverages.

The Operator required coverage shall be considered primary and all other insurance shall be considered as excess, over and above the Operator's coverage. The Operator's policies of coverage will be considered primary as related to all provisions of the Agreement.

14. Termination. This Agreement may be terminated by either party for cause or for convenience upon sixty (60) days written notice by the terminating party. The County shall be paid all rent due and owing to the date of termination.

Within thirty (30) days after the date of termination, Operator shall repair any damage, excepting normal wear and tear, and return all Vehicle(s) to the County in good condition. The Operator shall be responsible for any costs incurred for such repair and restoration of the Vehicle(s).

15. Theft or Destruction of Vehicle(s). The Operator shall be solely responsible for any and all losses associated with the theft or destruction of the Vehicle(s) or the rendering of the Vehicle(s) unsuitable for their intended use, including, but not limited to, damage due to burglary, vandalism, fire, riot, insurrection, act of God, accident, or any other casualty.

The Operator shall promptly report to the County any damage to the Vehicle(s) due to accident or other casualty within twenty four (24) hours.

16. No Property Interest in Vehicle(s). The Vehicle(s) shall be titled and remain in the name of the County. The Operator shall acquire no property interest in the Vehicle(s) by virtue of, or operation of, this Agreement, and the Vehicle(s) shall remain the property of the County throughout the term of this Agreement. The Operator shall not disturb, remove or obstruct any County property tags, labels or other signage affixed to the Vehicle(s).

17. Public Records. The parties acknowledge that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. In the event a party fails to abide by the provision of Chapter 119, Florida Statutes, the other party may, without prejudice to any right or remedy and after giving that party, seven (7) days written notice, during which period the party fails to allow access to such documents, terminate this Agreement.

18. Assignment. The Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the Parties, without the prior written consent of the other party which consent shall not be unreasonably withheld or delayed.



19. Entire Agreement. This Agreement represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral.

20. Headings. 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.

21. 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.

22. Interpretation.

- (a) For the purpose of this Agreement, the singular includes the plural and the plural shall include the singular. References to statutes or regulations shall include all statutory or regulatory provisions consolidating, amending, or replacing the statutes or regulations referred to. Words not otherwise defined that have well-known technical or industry meanings, are used in accordance with such recognized meanings.
- (b) References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provision hereof.

23. Severability. 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.

24. Further Documents. The parties shall execute and deliver all documents and perform further actions that may be reasonably necessary to effectuate the provision of this Agreement.

25. Notices, Rent, Correspondence. Rent, notices and correspondence to the County and Operator under this Lease will be addressed to, mailed, or delivered to the following:

COUNTY:

John Robinson  
Escambia County, Florida  
200 W. Fairfield Drive  
Pensacola, Florida 32501

OPERATOR:

Josh Weekley  
9855 Rebel Road  
Pensacola, Florida 32526

Notices will be delivered personally, by overnight courier, or by U.S. Mail. Notices delivered personally will be deemed to have been given as of the date of delivery and notices given by overnight courier will be deemed to have been delivered on the next day. Each party may change its address from time to time by written notice to the other as specified above.

26. Prior Agreements Superseded. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement, that are not contained in this document. Accordingly, no deviations from the terms and conditions hereof shall be predicated upon any prior representations or agreements, whether oral or written.

27. Amendment. No modification, amendment, or alteration in the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

28. Governing Law. 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.

29. No Waiver. The failure of either party to enforce at any time or for any period of time any one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.

**IN WITNESS WHEREOF**, the parties hereto have 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 Josh Weekley, duly authorized to execute same.

Approved as to form and legal  
sufficiency.

By/Title:                     

Date:                     

**COUNTY:**

**ESCAMBIA COUNTY, FLORIDA**, a political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners.

By: \_\_\_\_\_  
Jack Brown, County Administrator

Date: \_\_\_\_\_

Witness: \_\_\_\_\_

Witness: \_\_\_\_\_

**CONTRACTOR:**

\_\_\_\_\_  
Josh Weekley

Date: \_\_\_\_\_

Witness: \_\_\_\_\_

Witness: \_\_\_\_\_

Truck for Livestock Office

Year	Make	Model	VIN Number
2012	Chevrolet	3500 Truck	1GC4KZCG5CF231471



# PUBLIC NOTICE OF RECOMMENDED AWARD

BID TABULATION		DESCRIPTION: Livestock Collection and Boarding Contract BID # PD 15-16.016								
Bid Opening Time: 3:00 pm CDT Bid Opening Date: 12/10/2015 Bid Opening Location: Rm 11.201	Cover Sheet/ Acknol	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	Acknowl of Addenda	Sworn Statement Pursuant to Section 287.133(3)(a)FL Statutes on Entity Crimes	Certificate of Insurance	Bid Total
NAME OF BIDDER										
Josh Weekley 9855 Rebel Road Pensacola, FL 32526	X	N/A	N/A	X	X	X	N/A	X	X	\$1,485.00 Monthly
BIDS OPENED BY:	Claudia Simmons, Purchasing Manager      DATE: 12/10/2015									
BIDS TABULATED BY:	Cynthia Smith, RMLO      DATE: 12/10/2015									
BIDS WITNESSED BY:	Cynthia Smith, RMLO      DATE: 12/10/2015									

## UNDER REVIEW

**CAR**      **1/21/2016**

**DATE**

**BOCC 1/21/2016**

**DATE**

The Purchasing Chief/Designee recommends to the BCC: To Josh Weekley estimated annual amount of \$25,000.

**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

**AI-9580**

**County Administrator's Report 13. 14.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 01/21/2016

**Issue:** Change Order 3 to Purchase Order 141347 to Santa Rosa County Sheriff's Office

**From:** Chip Simmons, Assistant County Administrator

**Organization:** Corrections

**CAO Approval:**

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**RECOMMENDATION:**

Recommendation Concerning a Change Order in Excess of \$50,000 to the Santa Rosa County Sheriff's Office for Housing of Inmates from the Escambia County Jail - Chip Simmons, Assistant County Administrator

That the Board approve and authorize the County Administrator to execute the following Change Order 3, in excess of \$50,000, adding funds for inmate housing in Santa Rosa County for Escambia County Jail Inmates:

Department:	Corrections
Division:	Escambia County Jail
Type:	Addition
Amount:	\$1,708,730
Vendor:	Santa Rosa County Sheriff's Office
Purchase Order:	141347
Change Order:	3
Original Award Amount:	\$2,828,750
Cumulative Amount of Change Orders Through This Change Order:	\$1,708,730
New Purchase Order Total:	\$4,537,480

[Funding Source: Fund 501, Internal Service Fund, Cost Center 140836, Object Code 53401]

**BACKGROUND:**

In April 2014, historic flooding and a subsequent explosion left the Escambia County Jail's Central Booking and Detention Facility unusable. Since the Escambia County Main Jail did not possess the capacity needed to house all of the inmates that were in custody, a Memorandum of Agreement between Escambia County and the Santa Rosa County Sheriff's Office was entered into for the housing of inmates. The Corrections Department would like to request a change order in the amount of \$1,708,730 to cover the fees related to housing inmates in Santa Rosa County for a period of 12 months. Although the expenditures for this housing total \$1,629,992.40 for the most recent 12 month period, the average monthly cost has increased over the last 6 months due to a rising inmate population. With a most recent 6 month average housing cost of \$142,394.08 per month, it is anticipated that the additional requested funding will be necessary to provide for the upcoming 12 month period.

**BUDGETARY IMPACT:**

Funding is available in Internal Service Fund 501; Building Cost Center 140836; Object Code 53401.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

This recommendation is in compliance with the provisions of the Code of Ordinances of Escambia County, Florida, Chapter 46, Finance Article II, Purchase and Contracts.

**IMPLEMENTATION/COORDINATION:**

Upon approval of this recommendation, a change order will be submitted to the Office of Purchasing for processing.

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**Attachments**

Memorandum of Agreement with Santa Rosa County Sheriff's Office

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8/21/2014 CARTI-9A(2)

**MEMORANDUM OF AGREEMENT BETWEEN ESCAMBIA COUNTY, FLORIDA  
AND THE SHERIFF OF SANTA ROSA COUNTY, FLORIDA**

This Memorandum of Agreement (Agreement) is entered into by Escambia County, a political subdivision of the State of Florida, acting through its Board of County Commissioners (Escambia County), and the Sheriff of Santa Rosa County whereby both parties agree as follows:

1. **AUTHORITY.** The parties establish this agreement which allows for the housing feeding and safekeeping of female inmates from the Escambia County Jail and the Central Booking and Detention Center. The population affected by this Agreement, hereafter referred to as "Escambia County inmates" will be females awaiting trial and females who have been sentenced and are awaiting designation and transport to another facility.
2. **PURPOSE.** The Santa Rosa County Detention Center ("Jail") shall accept and provide for the secure custody, housing, subsistence and care of Escambia County inmates in accordance with all state and local laws, standards, regulations, policies and court orders applicable to the operation of the facility.
3. **DURATION.** This agreement is effective beginning April 30, 2014, and shall continue in effect for a period of twelve (12) months. This agreement shall be renewable by Amendment for a period of no more than one year per amendment, for a total of two amendments. This Agreement may be terminated by either party upon providing thirty (30) days written notice to the non-terminating party.
4. **TRANSFER OF INMATES.** The Sheriff agrees that Escambia County inmates may not be transferred to another detention facility other than Escambia County without the prior express written consent of Escambia County.
5. **MEDICAL SERVICES.** Escambia County shall be responsible for the provision and cost of medical care and treatment for Escambia County inmates. Pregnant inmates or inmates requiring special or excessive medical treatment will be promptly transported by the Sheriff to Escambia County in accordance with Paragraph 9.
6. **RIGHT OF REFUSAL.** The Sheriff retains the right of refusal of inmates needing special or excessive medical treatment. Santa Rosa County inmates will be given first priority for housing in the Jail infirmary. Escambia County inmates requiring special or excessive medical treatment shall be transported by the Sheriff to Escambia County in accordance with Paragraph 9.

Date: 8/27/2014 Verified By: J. Carver



7. **INFECTION CONTROL.** The Sheriff agrees that the Jail has an adequate infectious disease control program in place which includes medical intake and testing for tuberculosis (TB) as soon as possible after intake, not to exceed 4 days.
8. **RECEIVING.** The Sheriff agrees to accept Escambia County inmates from Escambia County only upon proper presentation by a corrections officer with proper credentials. Once admitted, the Sheriff shall be responsible for the supervision and control of Escambia County inmates until such time that the custody of the inmate is returned to Escambia County.
9. **TRANSPORTATION SERVICES.** Escambia County will be responsible for transporting Escambia County inmates for court actions and ATW-All the Way- inmates. Unless otherwise mutually agreed upon by the parties, Escambia County shall assume custody of Escambia County inmates at the Jail facility and provide inmate transport to and from the Jail for court related actions.

Escambia County will also be responsible for the transportation of Escambia County inmates requiring medical care and treatment by a third party provider as provided herein. The Armor Health Services Administrator will advise Classifications and the Classification Supervisor of any Escambia County inmate that requires transport for off-site medical, care and treatment by a third party provider. Unless otherwise mutually agreed upon by the parties, the Sheriff will transport the inmate to Escambia County, and Escambia County will assume custody of the inmate and provide transport to and from the relevant provider. Escambia County shall be responsible for the supervision and control of the inmate until such time that the custody of the inmate is returned to the Sheriff. Escambia County will be responsible for hospital security staffing should an inmate be admitted to the hospital in Santa Rosa or Escambia County.

10. **PRISON RAPE ELIMINATION ACT.** The Sheriff will post the Prison Rape Elimination Act brochure in each housing unit of the Jail facility. All Escambia County employees and Health Services personnel assigned to work at the Jail must complete PREA training and hereby agree to comply with the U.S. Department of Justice Prison Rape Elimination Act of 2003-Public law 108-79.
11. **PER-DIEM RATE.** The per-diem rate for services charged to Escambia County is the current Federal Housing per diem rate of \$58.00. Should a rate increase be allowed by the Department of Justice, then the new rate would apply. This rate shall not be subject to adjustment on the basis of the Jail's actual costs experience in providing services. The per-diem rate covers the support of one Escambia County inmate per day, to include food service (3 meals a day), laundry service, sanitation, basic health services for non-emergency illnesses or injuries, regularly stocked bulk medical items, and basic hygiene

items, which shall include the day of arrival but not the day of departure. This daily rate includes the specific items described hereinabove and any and all administrative costs directly related to the housing of inmates pursuant to this agreement. Additional medical care and all prescription medications shall be billed to Escambia County by the relevant provider(s) on a fee for services basis.

After 12 months, if a rate adjustment is desired, the requesting party shall submit a request to the other party, to Jail administrators, and to the Sheriff. All information pertaining to the services will be required before a new per-diem can be considered.

12. **PAYMENT PROCEDURES.** The Sheriff shall submit invoices to Escambia County on a monthly basis. Invoices shall reflect the total per diem rate due and owing per inmate with appropriate supporting documentation. Escambia County will make payments to the Jail on a monthly basis after receipt of an appropriate invoice.

Invoice should be sent to:  
Escambia County Board of County Commissioners  
221 Palafox Place  
Pensacola, Florida 32502

Escambia County shall provide remittance to:  
Santa Rosa County Sheriff's Office  
ATTN: Fiscal  
P. O. Box 7129  
Milton, Florida 32572

13. **MODIFICATIONS.** No modification, amendment, or alteration in the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.
14. **LITIGATION.** Either party which is the subject of litigation due to the terms of this agreement, shall notify the other party, in writing of the litigation, and provide copies of any pleadings filed in said litigation within 5 (five) working days of receipt or filing.
15. **ENTIRE AGREEMENT.** This Agreement contains a complete expression of the agreement between the parties and there are no promises, representations or inducements made except such as are contained herein.
16. **LIABILITY.** Subject to any claim of sovereign immunity, each Party to this Agreement shall be fully liable for the acts and omissions of its respective employees and agents in the performance of this Agreement to the extent permitted by law.

17. **RECORDS.** The parties acknowledge that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. In the event a party fails to abide by the provision of Chapter 119, Florida Statutes, the other party may, without prejudice to any right or remedy and after giving that party, seven (7) days written notice, during which period the party fails to allow access to such documents, terminate this Agreement.
18. **GOVERNING LAW.** The Agreement shall be interpreted under and its performance governed by the laws of the State of Florida. The parties agree that any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and therefore, each party to this Agreement hereby waives the right to any change of venue.

ESCAMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida acting by and through its authorized Board of County Commissioners

ATTEST: Pam Childers  
Clerk of the Court

By:

Lumon J. May  
Lumon J. May, Chairman

Date Executed

Approved as to form and legal sufficiency.

8/21/2014

By/Title:

Date:

K. Huel ACA  
7/2/14



Deborah Crew  
Deputy Clerk

BCC Approved 08-21-2014

SHERIFF OF SANTA ROSA COUNTY

By:

O. Wendell Hall  
O. Wendell Hall, Sheriff

Date:

7/1/2014



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

**AI-9624**

**County Administrator's Report 13. 15.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 01/21/2016

**Issue:** Grant Agreement (FWC No. 15104) for Ex-Oriskany PCB Artificial Reef Monitoring Project with FL Fish and Wildlife Conservation Commission

**From:** Chips Kirschenfeld, Division Manager

**Organization:** Natural Resources

**CAO Approval:**

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#### **RECOMMENDATION:**

Recommendation Concerning the Grant Agreement for the Ex-Oriskany PCB Artificial Reef Monitoring Project with the Florida Fish and Wildlife Conservation Commission - J. Taylor "Chips" Kirschenfeld, Interim Director, Department of Natural Resources Management

That the Board take the following action concerning the Grant Agreement for the Ex-Oriskany PCB Artificial Reef Monitoring Project between the State of Florida, Florida Fish and Wildlife Conservation Commission (FWC) and Escambia County:

A. Approve the Grant Agreement, FWC Agreement No. 15104, between FWC and Escambia County for the Ex-Oriskany PCB Artificial Reef Monitoring Project, in the amount not to exceed \$45,000, from the date of execution through December 31, 2017; and

B. Authorize the Chairman to sign the Agreement and any subsequent documents related to acceptance, execution, reporting, no-cost time extensions and amendments to this Agreement, subject to Legal review and approval, without further action of the Board.

The County Attorney's Office has requested that the Board be made aware of the following language:

\* Paragraph 34, SEVERABILITY, CHOICE OF LAW, AND CHOICE OF VENUE, (page 15 of 18), last sentence, "Any action in connection herewith, in law or equity, shall be brought in Leon County, Florida, to the exclusion of all other lawful venues."

\* Paragraph 36, JURY TRIAL WAIVER, (page 15 of 18), "As part of the consideration of this Agreement, the Parties hereby waive trial by jury in any action or proceeding brought by any Party against any other Party pertaining to any matter whatsoever arising out of or in any way connected with this Agreement or with the products or services provided under this Agreement, including but not limited to any claim by the Grantee of *quantum meruit*"

[Funding Source: Fund 110, Other Grants and Projects Fund, Cost Center 220338, Oriskany PCB Monitoring. No matching funds are required]

**BACKGROUND:**

Escambia County has been awarded a grant not to exceed \$45,000 based on the fee schedule rates/amounts specified in the Scope of Work for the monitoring of background PCB levels in fish tissue near the Oriskany reef site in the Gulf of Mexico, as required by the US Environmental Protection Agency.

**BUDGETARY IMPACT:**

Funding Source: Fund 110, Other Grants and Projects Fund, Cost Center 220338, Oriskany PCB Monitoring. No matching funds are required.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

This Grant Agreement was reviewed and approved, as to form and legal sufficiency, by Kristin Hual, Assistant County Attorney.

**PERSONNEL:**

No impact in terms of additional personnel associated with this recommendation.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

Board Policy II.A., requires approval of Grants.

**IMPLEMENTATION/COORDINATION:**

Department of Natural Resources Management, Marine Resources Division, will continue coordination with FWC on all activities associated with the Grant Agreement.

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**Attachments**

FWC Agrmt 15104-ExOriskanyPBCMonitoring

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**STATE OF FLORIDA  
FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION  
AGREEMENT NO. 15104**

<b>CFDA Title(s):</b> not applicable	<b>CFDA No(s):</b> not applicable
<b>Name of Federal Agency(s):</b> not applicable	
<b>Federal Award No(s):</b> not applicable	<b>Federal Award Year(s):</b> not applicable
<b>Federal Award Name(s):</b> not applicable	
<b>CSFA Title(s):</b> Florida Artificial Reef Program	<b>CSFA No(s):</b> 77-007
<b>State Award No(s):</b> FWC-15104	<b>State Award Year(s):</b> 2014-15
<b>State Award Name(s):</b> Ex-Oriskany PCB Artificial Reef Monitoring Project	

This Agreement is entered into by and between the Florida Fish and Wildlife Conservation Commission, whose address is 620 South Meridian Street, Tallahassee, Florida 32399-1600, hereafter "Commission," and the Escambia County Board of County Commissioners, FEID # 59-6000598, whose address is 221 Palafox Place, Pensacola, FL 32502, hereinafter "Grantee."

**WHEREAS**, the Commission and Grantee have partnered together to conduct post-deployment tissue sampling of recreationally targeted legal size reef fish for polychlorinated biphenyls (PCBs) associated with the former Navy decommissioned aircraft carrier the Ex-Oriskany (CVA-34) sunk May 17, 2006 as an artificial reef in federal waters off Escambia County, Florida; and,

**WHEREAS**, Grantee has been awarded Grant Number 15104 ; and,

**WHEREAS**, such benefits are for the ultimate good of the State of Florida, its resources, wildlife, and public welfare.

**NOW THEREFORE**, the Commission and the Grantee, for the considerations hereafter set forth, agree as follows:

- PROJECT DESCRIPTION.** The Grantee shall provide the services and perform the specific responsibilities and obligations, as set forth in the Scope of Work, attached hereto as Attachment A and made a part hereof (hereafter, Scope of Work). The Scope of Work specifically identifies project tasks and accompanying deliverables. These deliverables must be submitted and approved by the Commission prior to any payment. The Commission will not accept any deliverable that does not comply with the specified required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable. If this agreement is the result of Grantee responses to the Commission's request for competitive or other grant proposals, the Grantee's response is hereby incorporated by reference.



2. **PERFORMANCE.** The Grantee shall perform the activities described in the Scope of Work in a proper and satisfactory manner. Unless otherwise provided for in the Scope of Work, any and all equipment, products or materials necessary or appropriate to perform under this Agreement shall be supplied by the Grantee. Grantee shall obtain all necessary local, state, and federal authorizations necessary to complete this project, and the Grantee shall be licensed as necessary to perform under this Agreement as may be required by law, rule, or regulation; the Grantee shall provide evidence of such compliance to the Commission upon request. The Grantee shall procure all supplies and pay all charges, fees, taxes and incidentals that may be required for the completion of this Agreement. By acceptance of this Agreement, the Grantee warrants that it has the capability in all respects to fully perform the requirements and the integrity and reliability that will assure good-faith performance as a responsible Grantee. Grantee shall immediately notify the Commission's Grant Manager in writing if its ability to perform under the Agreement is compromised in any manner during the term of the Agreement. The Commission shall take appropriate action, including potential termination of this Agreement pursuant to Paragraph nine (9) below, in the event the Grantee's ability to perform under this Agreement becomes compromised.

3. **AGREEMENT PERIOD.**

- A. **Agreement Period and Commission's Limited Obligation to Pay.** This Agreement is made pursuant to a grant award and shall be effective upon execution by the last Party to sign, and shall remain in effect through 12/31/2017. However, as authorized by Rule 68-1.003, F.A.C., referenced grant programs may execute Agreements with a retroactive start date of no more than sixty (60) days, provided that approval is granted from the Executive Director or his/her designee and that it is in the best interest of the Commission and State to do so. Agreements executed under this grant award shall not precede a start date of 01/01/2016. For this agreement, the retroactive start date was not approved. The Commission's Grant Manager shall confirm the specific start date of the Agreement by written notice to the Grantee. The Grantee shall not be eligible for reimbursement or compensation for grant activities performed prior to the start date of this Agreement nor after the end date of the Agreement. For this agreement, preaward costs are not eligible for reimbursement. If necessary, by mutual agreement as evidenced in writing and lawfully executed by the Parties, an Amendment to this Agreement may be executed to lengthen the Agreement period.

4. **COMPENSATION AND PAYMENTS.**

- A. **Compensation.** As consideration for the services rendered by the Grantee under the terms of this Agreement, the Commission shall pay the Grantee on a fee schedule basis as specified in Attachment A (Scope of Work), paragraph 5. Based on the fee schedule rates/amounts specified, maximum compensation under this Agreement shall not exceed \$45,000.
- B. **Payments.** The Commission shall pay the Grantee for satisfactory performance of the tasks identified in Attachment A, Scope of Work, as evidenced by the completed deliverables, upon submission of invoices, accompanied by supporting documentation sufficient to justify invoiced expenses or fees, and after acceptance of services and deliverables in writing by the Commission's Grant Manager identified in Paragraph eleven (11), below. Unless otherwise specified in the Scope of Work, invoices shall be due monthly, commencing from the start date of this Agreement. Invoices must be legible and must clearly reflect the Deliverables that were provided in accordance with the terms of the Agreement for the invoice period. Unless otherwise specified in the Scope of Work, a final invoice shall be submitted to the Commission no later than forty-five (45) days following the expiration date of this Agreement to assure the availability of funds for payment. Further, pursuant to Section 215.971(1)(d), F.S., the Commission may only

reimburse the Grantee for allowable costs resulting from obligations incurred during the agreement period specified in Paragraph three (3).

- C. Invoices.** Each invoice shall include the Commission Agreement Number and the Grantee's Federal Employer Identification (FEID) Number. Invoices, with supporting documentation, may be submitted electronically to the attention of the Commission's Grant Manager identified in Paragraph eleven (11), below. If submitting hard copies, an original and two (2) copies of the invoice, plus all supporting documentation, shall be submitted. All bills for amounts due under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. Grantee acknowledges that the Commission's Grant Manager shall reject invoices lacking documentation necessary to justify invoiced expenses.
- D. Match.** Pursuant to grant program guidelines, the Grantee is not required to contribute non-federal match towards this Agreement. If applicable, details regarding specific match requirements are included in Attachment A, Scope of Work.
- E. Travel Expenses.** If authorized in Attachment A, Scope of Work, travel expenses shall be reimbursed in accordance with Section 112.061, F.S.
- F. State Obligation to Pay.** The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation and authorization to spend by the Legislature. The Parties hereto understand that this Agreement is not a commitment to future appropriations, but is subject to appropriation and authority to spend provided by the Legislature. The Commission shall be the final authority as to the availability of funds for this Agreement, and as to what constitutes an "annual appropriation" of funds to complete this Agreement. If such funds are not appropriated or available for the Agreement purpose, such event will not constitute a default on behalf of the Commission or the State. The Commission's Grant Manager shall notify the Grantee in writing at the earliest possible time if funds are not appropriated or available.
- G. Non-Competitive Procurement and Rate of Payment.** Section 216.3475, F.S., requires that under non-competitive procurements, a Grantee may not receive a rate of payment in excess of the competitive prevailing rate for those services unless expressly authorized in the General Appropriations Act. If applicable, Grantee warrants, by execution of this Agreement, that the amount of non-competitive compensation provided in this Agreement is in compliance with Section 216.3475, F.S.
- H. Time Limits for Payment of Invoices.** Payments shall be made in accordance with Sections 215.422 and 287.0585, F.S., which govern time limits for payment of invoices. Section 215.422, F.S. provides that agencies have five (5) working days to inspect and approve Deliverables, or the Scope of Work specifies otherwise. If payment is not available within forty (40) days, measured from the latter of the date the invoice is received or the Deliverables are received, inspected and approved, a separate interest penalty set by the Department of Financial Services pursuant to Section 55.03(1), F.S., will be due and payable in addition to the invoice amount. Invoices returned to a vendor due to preparation errors will result in a payment delay. Invoice payment requirements do not start until a properly completed invoice is provided to the agency.
- I. Electronic Funds Transfer.** Grantee agrees to enroll in Electronic Funds Transfer (EFT), offered by the State's Chief Financial Officer, within thirty (30) days of the date the last Party has signed this Agreement. Copies of the Authorization form and a sample blank enrollment letter can be found on the vendor instruction page at:



[http://www.fldfs.com/aadir/direct\\_deposit\\_web/Vendors.htm](http://www.fldfs.com/aadir/direct_deposit_web/Vendors.htm)

Questions should be directed to the State of Florida's EFT Section at (850) 413-5517. Once enrolled, invoice payments will be made by EFT.

- J. Vendor Ombudsman.** A Vendor Ombudsman, whose duties include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a State agency, may be contacted at (850) 413-5516 or by calling the Chief Financial Officer's Hotline, (800) 342-2762.
- 5. CERTIFICATIONS AND ASSURANCES.** Upon execution of this Agreement by the Grantee, the Grantee shall complete, sign and return to the Commission's Grant Manager a completed copy of the form entitled "Certifications and Assurances," attached hereto and incorporated as Attachment B. This includes: Debarment and Suspension Certification; Certification Against Lobbying; Certification Regarding Public Entity Crimes; and Certification Regarding the Scrutinized Companies List (applicable to agreements in excess of \$1 million); Attachment B, incorporated and made part of this Agreement.
- 6. RETURN OR RECOUPMENT OF FUNDS.**
- A. Overpayment to Grantee.** Pursuant to Section 215.971(1)(e)&(f), F.S., the Grantee shall return to the Commission any overpayments due to unearned funds or funds disallowed pursuant to the terms of this Agreement that were disbursed to Grantee by the Commission. In the event that the Grantee or its independent auditor discovers that overpayment has been made, the Grantee shall repay said overpayment within forty (40) calendar days without prior notification from the Commission. In the event that the Commission first discovers an overpayment has been made, the Commission will notify the Grantee in writing. Should repayment not be made in a timely manner, the Commission shall be entitled to charge interest at the lawful rate of interest established pursuant to Section 55.03(1), F.S., on the outstanding balance beginning forty (40) calendar days after the date of notification or discovery. Refunds should be sent to the Commission's Grant Manager, and made payable to the "The Florida Fish and Wildlife Conservation Commission."
- B. Additional Costs or Monetary Loss Resulting from Grantee Non-Compliance.** If the Grantee's non-compliance with any provision of the Agreement results in additional cost or monetary loss to the Commission or the State of Florida to the extent allowed by Florida Law, the Commission can recoup that cost or loss from monies owed to the Grantee under this Agreement or any other agreement between Grantee and the Commission. In the event that the discovery of this cost or loss arises when no monies are available under this Agreement or any other agreement between the Grantee and the Commission, the Grantee will repay such cost or loss in full to the Commission within thirty (30) days of the date of notice of the amount owed, unless the Commission agrees, in writing, to an alternative timeframe. If the Grantee is unable to repay any cost or loss to the Commission, the Commission shall notify the State of Florida, Department of Financial Services, for resolution pursuant to Section 17.0415, F.S.
- 7. COMMISSION EXEMPT FROM TAXES, PROPERTY EXEMPT FROM LIEN.** The Grantee recognizes that the State of Florida, by virtue of its sovereignty, is not required to pay any taxes on the services or goods purchased under the terms of this Agreement.

If the Grant involves the improvement of real property titled to the State of Florida, then the following paragraph applies. The Grantee acknowledges that Property being improved is titled to the State of Florida, and is not subject to lien of any kind for any reason. The Grantee shall include notice of such exemptions in any subcontracts and purchase orders issued hereunder.

8. **MONITORING.** The Commission's Grant Manager shall actively monitor the Grantee's performance and compliance with the terms of this Agreement. The Commission reserves the right for any Commission staff to make scheduled or unscheduled, announced or unannounced monitoring visits. Specific monitoring terms, conditions, and schedules may be included in Attachment A, Scope of Work.
9. **TERMINATION.**
- A. **Commission Termination.** The Commission may unilaterally terminate this Agreement for convenience by providing the Grantee with thirty (30) calendar days of written notice of its intent to terminate. The Grantee shall not be entitled to recover any cancellation charges or lost profits. The Grantee may request termination of the Agreement for convenience.
  - B. **Termination – Fraud or Willful Misconduct.** This Agreement shall terminate immediately in the event of fraud or willful misconduct. In the event of such termination, the Commission shall provide the Grantee with written notice of termination.
  - C. **Termination – Other.** The Commission may terminate this Agreement if the Grantee fails to: 1.) comply with all terms and conditions of this Agreement; 2.) produce each deliverable within the time specified by the Agreement or extension; 3.) maintain adequate progress, thus endangering the performance of the Agreement; or, 4.) abide by any statutory, regulatory, or licensing requirement. Rule 60A-1.006(3), F.A.C., governs the procedure and consequences for default. The rights and remedies of the Commission in this clause are in addition to any other rights and remedies provided by law or under the Agreement. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
  - D. **Termination - Funds Unavailability.** In the event funds to finance this Agreement become unavailable or if federal or state funds upon which this Agreement is dependent are withdrawn or redirected, the Commission may terminate this Agreement upon no less than twenty-four (24) hours notice in writing to the Grantee. Said notice shall be delivered by certified mail, return receipt requested or in person with proof of delivery. The Commission shall be the final authority as to the availability of funds and will not reallocate funds appropriated for this Agreement to another program thus causing "lack of funds." In the event of termination of this Agreement under this provision, the Grantee will be compensated for any work satisfactorily completed and any non-cancellable obligations properly incurred prior to notification of termination.
  - E. **Grantee Discontinuation of Activities upon Termination Notice.** Upon receipt of notice of termination, the Grantee shall, unless the notice directs otherwise, immediately discontinue all activities authorized hereunder. Upon termination of this Agreement, the Grantee shall promptly render to the Commission all property belonging to the Commission. For the purposes of this section, property belonging to the Commission shall include, but shall not be limited to, all books and records kept on behalf of the Commission.
10. **REMEDIES.**
- A. **Financial Consequences.** In accordance with Sections 215.971(1)(a)&(b), F.S., Attachment A, Scope of Work, contains clearly established tasks in quantifiable units of deliverables that must be received and accepted in writing by the agency before payment. Each deliverable specifies the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable. If the Grantee fails to produce each deliverable within the time frame specified by the Scope of Work, the budget amount allocated for that deliverable may be

deducted from the Grantee's payment. In addition, pursuant to Section 215.971(1)(c), the Commission shall apply any additional financial consequences, identified in the Scope of Work.

- B. Cumulative Remedies.** The rights and remedies of the Commission in this paragraph are in addition to any other rights and remedies provided by law or under the Agreement.

- 11. NOTICES AND CORRESPONDENCE.** Any and all notices shall be delivered to the individuals identified below. In the event that either Party designates a different Grant Manager after the execution of this Agreement, the Party will provide written notice of the name, address, zip code, telephone and fax numbers, and email address of the newest Grant Manager, or an individual authorized to receive notice on behalf of that Party, to all other Parties as soon as possible, but not later than five (5) business days after the new Grant Manager has been named. A designation of a new Grant Manager shall not require a formal amendment to the Agreement.

**FOR THE COMMISSION:**

Grant Manager  
Keith Mille  
Fisheries Biologist IV  
Division of Marine Fisheries Management  
2590 Executive Center Circle East, Suite 203  
Tallahassee, FL 32301  
Phone: (850) 617-9634  
Fax: (850) 487-4847  
bradley.ennis@myfwc.com

**FOR THE GRANTEE:**

Grant Manager  
Robert Turpin  
Chief, Marine Resources Division  
County Community and Environment Bureau  
3363 West Park Place  
Pensacola, FL 32505  
Phone: (850) 595-3474  
Fax: (850) 595-3495  
rkturpin@myescambia.com

**12. AMENDMENT.**

- A. Waiver or Modification.** No waiver or modification of this Agreement or of any covenant, condition, or limitation herein contained shall be valid unless in writing and lawfully executed by the Parties.
- B. Change Orders.** The Commission may, at any time, by written order, make a change to this Agreement. Such changes 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 an Amendment. Minor changes, such as those updating a Party's contact information, may be accomplished by a Modification.
- C. Renegotiation upon Change in Law or Regulation.** The Parties agree to renegotiate this Agreement if federal and/or state revisions of any applicable laws or regulations make changes in the Agreement necessary.

**13. INTELLECTUAL PROPERTY RIGHTS.**

- A. Grantee's Preexisting Intellectual Property (Proprietary) Rights.** Unless specifically addressed in the Attachment A, Scope of Work, intellectual property rights to the Grantee's preexisting property will remain with the Grantee.
- B. Proceeds Related to Intellectual Property Rights.** Proceeds derived from the sale, licensing, marketing or other authorization related to any intellectual property right created or otherwise developed by the Grantee under this Agreement for the Commission shall be handled in the manner specified by the applicable Florida State Statute and/or Federal program requirements.

- C. **Commission Intellectual Property Rights.** Where activities supported by this Agreement produce original writing, sound recordings, pictorial reproductions, drawings or other graphic representations and works of any similar nature, the Commission and the State of Florida have the unlimited, royalty-free, nonexclusive, irrevocable right to use, duplicate and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to have others acting on behalf of the Commission to do so. If this Agreement is supported by federal funds, the federal awarding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes, and to authorize others to do so.

#### 14. RELATIONSHIP OF THE PARTIES.

- A. **Independent Grantee.** The Grantee shall perform as an independent Grantee and not as an agent, representative, or employee of the Commission. The Grantee covenants that it presently has no interest and shall not acquire any interest that would conflict in any manner or degree with the performance of services required. Each Party hereto covenants that there is no conflict of interest or any other prohibited relationship between the Grantee and the Commission.
- B. **Grantee Training and Qualifications.** Grantee agrees that all Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification.
- C. **Commission Security.** All employees, subcontractors, or agents performing work under the Agreement must comply with all security and administrative requirements of the Commission. The Commission may conduct, and the Grantee shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by the Grantee. The Commission may refuse access to, or require replacement of, any personnel for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with the Commission's other requirements. Such refusal shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Commission, in coordination with the Grantee, may reject and bar from any facility for cause any of Grantee's employees, subcontractors, or agents.
- D. **Commission Rights to Assign or Transfer.** The Grantee agrees that the State of Florida shall at all times be entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental agency in the State of Florida, upon giving prior written notice to the Grantee.
- E. **Commission Rights to Undertake and Award Supplemental Agreements.** Grantee agrees that the Commission may undertake or award supplemental agreements for work related to the Agreement. The Grantee and its subcontractors shall cooperate with such other Grantees and the Commission in all such cases.

#### 15. SUBCONTRACTS.

- A. **Authority.** Grantee is permitted to subcontract work under this Agreement, therefore, the following terms and conditions apply. The Grantee shall ensure, and provide assurances to the Commission upon request, that any subcontractor selected for work under this Agreement has the necessary qualifications and abilities to perform in accordance with the terms and conditions of this Agreement. The Grantee must provide the Commission with the names of any subcontractor considered for work under this Agreement; the Commission in coordination with the Grantee reserves the right to reject any subcontractor. The Grantee agrees to be responsible for all work

performed and all expenses incurred with the project. Any subcontract arrangements must be evidenced by a written document available to the Commission upon request. The Grantee further agrees that the Commission shall not be liable to the extent allowed by law, to any subcontractor for any expenses or liabilities incurred under the subcontract and the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

- B. Grantee Payments to Subcontractor.** If subcontracting is permitted pursuant to Paragraph A, above, Grantee agrees to make payments to the subcontractor upon completion of work and submitted invoice in accordance with the contract between the Grantee and subcontractor. Failure to make payment pursuant to any subcontract will result in a penalty charged against Grantee and paid to the subcontractor in the amount of one-half of one (1) percent of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen (15) percent of the outstanding balance due.”
- C. Commission Right to Reject Subcontractor Employees.** The Commission in coordination with Grantee shall retain the right to reject any of the Grantee’s or subcontractor’s employees whose qualifications or performance, in the Commission’s judgment, are insufficient.
- D. Subcontractor as Independent Contractor.** If subcontracting is permitted pursuant to Paragraph A above, the Grantee agrees to take such actions as may be necessary to ensure that each subcontractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the State of Florida.

#### 16. **MANDATORY DISCLOSURE.**

- A. Disclosure of Interested State Employees.** This Agreement is subject to Chapter 112, F.S. Grantee shall provide the name of any officer, director, employee, or other agent who is affiliated with this project and an employee of the State of Florida.
- B. Prompt Disclosure of Litigation, Investigations, Arbitration, or Administrative Proceedings.** Throughout the term of the Agreement, the Grantee has a continuing duty to promptly disclose to the Commission’s Agreement Manager, upon occurrence, all civil or criminal litigation, investigations, arbitration, or administrative proceedings (Proceedings) relating to or affecting the Grantee’s ability to perform under this agreement. If the existence of such Proceeding causes the Commission concern that the Grantee’s ability or willingness to perform the Agreement is jeopardized, the Grantee may be required to provide the Commission with reasonable assurances to demonstrate that: a.) the Grantee will be able to perform the Agreement in accordance with its terms and conditions; and, b.) Grantee and/or its employees or agents have not and will not engage in conduct in performing services for the Commission which is similar in nature to the conduct alleged in such Proceeding.

#### 17. **INSURANCE.**

The Grantee warrants and represents that it is insured, or self-insured for liability insurance, in accordance with applicable state law and that such insurance or 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.

#### 18. **PUBLIC ENTITY CRIMES.**

- A. Convicted Vendor List.** Pursuant to Subsection 287.133(2)(a), F.S., a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may



not be awarded or perform work as a Grantee, supplier, subcontractor or consultant under a contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

The State of Florida, Department of Management Services, Division of State Purchasing provides listings for convicted, suspended, discriminatory and federal excluded parties, as well as the vendor complaint list at:

[http://www.dms.myflorida.com/business\\_operations/state\\_purchasing/vendor\\_information/convicted\\_suspended\\_discriminatory\\_complaints\\_vendor\\_lists](http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists)

- B. Notice of Conviction of Public Entity Crime.** Any person must notify the Department of Management Services and the Commission within 30 days after conviction of a public entity crime applicable to that person or an affiliate of that person as defined in Section 287.133, F.S.
- C. Certifications and Assurances.** Upon execution of this Agreement by the Grantee, the Grantee shall complete, sign and return to the Commission's Grant Manager a completed copy of the form entitled "Certifications and Assurances," attached hereto and incorporated as Attachment B. This includes the Certification Regarding Public Entity Crimes.

#### 19. VENDORS ON SCRUTINIZED COMPANIES LIST.

- A. Scrutinized Companies.** If this Agreement is in the amount of one (1) million dollars or more, in executing this Agreement, the Grantee certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S., and is not engaged in business operations in Cuba or Syria.
- B. False Certification – Termination.** Pursuant to Subsection 287.135(3)(b), F.S., the Commission may immediately terminate this Agreement for cause if the Grantee is found to have submitted a false certification or if, during the term of the Agreement, the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engages in business operations in Cuba or Syria.
- C. Cessation of Federal Authority.** In the event that federal law ceases to authorize the states to adopt and enforce the contracting prohibition identified in this paragraph, this provision shall be null and void to the extent no longer authorized.

- 20. SPONSORSHIP.** As required by Section 286.25, F.S., if the Grantee is a nongovernmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this Agreement, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (Grantee's name) and the State of Florida, Fish and Wildlife Conservation Commission." If the sponsorship reference is in written material, the words "State of Florida, Fish and Wildlife Conservation Commission" shall appear in the same size letters or type as the name of the Grantee's organization. Additional sponsorship requirements may be specified in Attachment A, Scope of Work.

#### 21. PUBLIC RECORDS.

- A.** This Agreement may be unilaterally canceled by the Commission for refusal by the Grantee to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, F.S., and made or received by the Grantee in conjunction with this Agreement, unless exemption for such records is allowable under Florida law.

**B. Pursuant to Section 119.0701, F.S., the Grantee shall comply with the following:**

- a. Keep and maintain public records that ordinarily and necessarily would be required by the Commission in order to perform the service.
- b. Provide the public with access to public records on the same terms and conditions that the Commission would provide the records and at a cost that does not exceed the cost provided in Chapter 119, F.S. or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- d. Meet all requirements for retaining public records and transfer, at no cost, to the Commission all public records in possession of the Grantee upon termination of the Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the Commission.

**22. SECURITY AND CONFIDENTIALITY.** The Grantee shall not divulge to third parties any clearly marked confidential information obtained by the Grantee or its agents, distributors, resellers, subcontractors, officers or employees in the course of performing Grant work. To ensure confidentiality, the Grantee shall take appropriate steps regarding its personnel, agents, and subcontractors. The warranties of this paragraph shall survive the Grant.

**23. RECORD KEEPING REQUIREMENTS.**

- A. Grantee Responsibilities.** The Grantee shall maintain accurate books, records, documents and other evidence that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement, in accordance with generally accepted accounting principles.
- B. State Access to Grantee Books, Documents, Papers, and Records.** The Grantee shall allow the Commission, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability or authorized representatives of the state or federal government to have access to any of the Grantee's books, documents, papers, and records, including electronic storage media, as they may relate to this Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions.
- C. Grantee Records Retention.** Unless otherwise specified in Attachment A, Scope of Work, these records shall be maintained for five (5) years following the close of this Agreement. The Grantee shall cooperate with the Commission to facilitate the duplication and transfer of such records upon the Commission's request.
- D. Grantee Responsibility to Include Records Requirements – Subcontractors.** In the event any work is subcontracted under this Agreement, the Grantee shall include the aforementioned audit and record keeping requirements in all subsequent contracts.
- E. Compliance with Federal Funding Accountability and Transparency.** Any federal funds awarded under this Agreement must comply with the Federal Funding Accountability and Transparency Act (FFATA) of 2006. The intent of the FFATA is to empower every American with the ability to hold the government accountable for each spending decision. The result is to reduce wasteful spending in the government. The FFATA legislation requires that information on

federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website: [www.USASpending.gov](http://www.USASpending.gov). Grant recipients awarded a new Federal grant greater than or equal to \$25,000 awarded on or after October 1, 2010 are subject to the FFATA. The Grantee agrees to provide the information necessary, over the life of this Agreement, for the Commission to comply with this requirement.

- 24. FEDERAL AND FLORIDA SINGLE AUDIT ACT REQUIREMENTS.** Pursuant to the FSAA (or Federal) Vendor / Recipient Determination Checklist, the Grantee has been determined to be a recipient of state financial assistance and/or a subrecipient of a federal award. Therefore, pursuant to Section 215.97, F.S. and/or OMB Circular A-133, the Grantee may be subject to the audit requirements of the Florida and/or Federal Single Audit Acts. If applicable, the Grantee shall comply with the audit requirements outlined in Attachment C, "Requirements of the Federal and Florida Single Audit Acts," attached hereto and made a part of the Agreement, as applicable.
- 25. NON-EXPENDABLE PROPERTY.**
- A. Non-Expendable Property Defined.** For the requirements of this section of the Agreement, "non-expendable property" is the same as "property" as defined in Section 273.02, F.S. (equipment, fixtures, and other tangible personal property of a non-consumable and non-expendable nature, with a value or cost of \$1,000 or more, and a normal expected life of one year or more; hardback-covered bound books that are circulated to students or the general public, with a value or cost of \$25 or more; and uncirculated hardback-covered bound books, with a value or cost of \$250 or more).
- B. Title to Non-Expendable Property.** Title (ownership) to all non-expendable property acquired with funds from this Agreement shall be vested in the Commission and said property shall be transferred to the Commission upon completion or termination of the Agreement unless otherwise authorized in writing by the Commission or unless otherwise specifically provided for in Attachment A, Scope of Work.
- 26. FEDERAL FUNDS. No Federal Funds are applied to this Agreement, therefore, the following terms and conditions do not apply.**
- A. Prior Approval to Expend Federal Funds to Federal Agency or Employee.** The Grantee shall be responsible for complying with all federal grant requirements as provided in its grant, a copy of which is attached hereto and made a part hereof as Attachment D. It is understood and agreed that the Grantee is not authorized to expend any federal funds under this Agreement to a federal agency or employee without the prior written approval of the awarding federal agency.
- B. Compliance with Federal Laws, Rules and Regulations.** As applicable, the Grantee shall comply with all federal laws, rules, and regulations, including but not limited to:
- Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60).
  - The Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3).
  - Sections 103 and 107 of the Agreement Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction agreements awarded by grantees and subgrantees in excess of \$2,000, and in excess of \$2,500 for other agreements which involve the employment of mechanics or laborers)



- All applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).
- Mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

**C. Compliance with Office of Management and Budget Circulars.** As applicable, Grantee shall comply with the following Office of Management and Budget Circulars:

- A-21 (2 CFR 220), Cost principles for Educational Institutions
- A-87 (2 CFR 225), Cost Principles for State, Local, and Indian Tribal Governments
- A-122 (2 CFR 230), Cost Principles for Non-Profit Organizations
- A-133, Audit of States, Local Governments, and Non-Profit Organizations
- A-102, Grants and Cooperative Agreements with State and Local Governments
- A-110, Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Learning, Hospitals, and Other Non-Profit Organizations

**D. Certifications and Assurances – Drug-Free Workplace.** Pursuant to the Drug-Free Workplace Act of 1988, and its implementing regulations codified at 29 CFR Part 94, the Grantee will provide a drug-free workplace. Upon execution of this Agreement by the Grantee, the Grantee shall complete, sign and return to the Commission a completed copy of Attachment B, "Certifications and Assurances." This includes the Drug-Free Workplace Requirement Certification.

**E. Trafficking Victims Protection Act of 2000.** This federal award is subject to the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104(g), 2 CFR 175.15). As such, the awarding federal agency may unilaterally terminate this award without penalty for violations of this Act. If the Grantee is a private entity, the following provision applies to the federal award:

You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not--

- a. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
- b. Procure a commercial sex act during the period of time that the award is in effect; or
- c. Use forced labor in the performance of the award or subawards under the award.

**27. DEBARMENT AND SUSPENSION.**

- A. Grantee Federal Certification.** In accordance with Federal Executive Order 12549, Debarment and Suspension, the Grantee shall agree and certify that neither it, nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency; and, that the Grantee shall not knowingly enter into any lower tier agreement, or other covered transaction, with a person who is similarly debarred or suspended from participating in this covered transaction.
- B. Grantee Commission Certification.** Upon execution of this Agreement by the Grantee, the Grantee shall complete, sign and return to the Commission a completed copy of Attachment B, Certifications and Assurances. This includes the Certification Regarding Debarment, Suspension, and Other Responsibility Matters.

**28. PROHIBITION AGAINST LOBBYING.**



- A. **Grantee Certification – Payments to Influence.** The Grantee certifies that no Federal appropriated funds have been paid or will be paid, on or after December 22, 1989, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding, renewal, amending or modifying of any Federal agreement, grant, or cooperative agreement. The Grantee shall submit Standard Form-LLL, "Disclosure Form to Report Lobbying". The Grantee shall require the language of this certification to be included in all subcontracts, and all subcontractors shall certify and disclose accordingly.
- B. **Grantee – Refrain from Subcontracting with Certain Organizations.** Pursuant to the Lobbying Disclosure Act of 1995, the Grantee agrees to refrain from entering into any subcontracts under this Agreement with any organization described in Section 501(c)(4) of the Internal Revenue Code of 1986, unless such organization warrants that it does not, and will not, engage in lobbying activities prohibited by the Act as a special condition of the subcontract.
- C. **Prohibition against Using Agreement Funds for the Purpose of Lobbying.** In accordance with Section 216.347, F.S., 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. Upon request of the Commission's Inspector General, or other authorized State official, the Grantee shall provide any type of information the Inspector General deems relevant to the Grantee's integrity or responsibility.
- D. **Grantee's Completion of Certifications and Assurances.** Upon execution of this Agreement by the Grantee, the Grantee shall complete, sign and return to the Commission a completed copy of Attachment B, "Certifications and Assurances." This includes the Certification Regarding Lobbying.

## 29. AGREEMENT-RELATED PROCUREMENT.

- A. **PRIDE.** In accordance with Section 946.515(6), F.S., if a product or service required for the performance of this Agreement is certified by or is available from Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE) and has been approved in accordance with Subsection 946.515(2), F.S., the following statement applies:

It is expressly understood and agreed that any articles which are the subject of, or required to carry out, under this contract shall be purchased from [PRIDE] In the same manner and under the same procedures set forth in subsections 946.515(2) and (4), F.S.; and for purposes of this contract the person, firm or other business entity carrying out the provisions of this contract shall be deemed to be substituted for this agency insofar as dealings with such corporation are concerned.

The above clause is not applicable to subcontractors unless otherwise required by law. Additional information about PRIDE and the products it offers is available at <http://www.pride-enterprises.org>.

- B. **Respect of Florida.** In accordance with Subsection 413.036(3), F.S., if a product or service required for the performance of this Agreement is on the procurement list established pursuant to Subsection 413.035(2), F.S., the following statement applies:



It is expressly understood and agreed that any articles that are the subject of, or required to carry out, under this contract shall be purchased from a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to Chapter 413, F.S., in the same manner and under the same procedures set forth in Subsections 413.036(1) and (2), F.S.; and for purposes of this agreement, the person, firm or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the state agency insofar as dealings with such qualified nonprofit agency are concerned.

Additional information about the designated nonprofit agency and the products it offers is available at <http://www.respectofflorida.org>.

- C. **Procurement of Recycled Products or Materials.** The Grantee agrees to procure any recycled products or materials which are the subject of or are required to carry out this Agreement in accordance with Section 403.7065, F.S.

### 30. PURCHASE OR IMPROVEMENT OF REAL PROPERTY

This agreement is not for the purchase or improvement of real property, therefore, the following terms and conditions do not apply.

The Grantee shall comply with Section 287.05805, F.S. This section requires the Grantee to grant a security interest in the property to the State of Florida, the type and details of which are provided for in Attachment A, Scope of Work.

### 31. PROFESSIONAL SERVICES.

- A. **Architectural, Engineering, Landscape Architectural, or Survey and Mapping.** If this Agreement is for the acquisition of professional architectural, engineering, landscape architectural, or surveying and mapping services, and is therefore subject to Section 287.055, F.S., the following provision applies:

The architect (or registered surveyor and mapper or professional engineer, as applicable) warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the architect (or registered surveyor and mapper, or professional engineer, as applicable) to solicit or secure this contract and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the architect (or registered surveyor and mapper or professional engineer, as applicable) any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this contract.

- B. **Termination for Breach.** For the breach or violation of this provision, the Commission shall have the right to terminate the Agreement without liability and, at its discretion, to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

32. **INDEMNIFICATION.** If the Grantee is a state agency or subdivision, as defined in Subsection 768.28(2), F.S., pursuant to Subsection 768.28(19), F.S., neither Party indemnifies nor insures the other Party for the other Party's negligence. If the Grantee is not a state agency or subdivision as defined above, the Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully

indemnify, defend, and hold harmless the State and the Commission, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by the Grantee, its agents, employees, partners, or subcontractors, provided, however, that the Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or the Commission.

**33. NON-DISCRIMINATION.**

- A. Non-Discrimination in Performance.** 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. Discriminatory Vendor List.** In accordance with Section 287.134, F.S., an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity. The Grantee has a continuing duty to disclose to the Commission whether they appear on the discriminatory vendor list.

**34. SEVERABILITY, CHOICE OF LAW, AND CHOICE OF VENUE.** 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 in connection herewith, in law or equity, shall be brought in Leon County, Florida, to the exclusion of all other lawful venues.

**35. NO THIRD PARTY RIGHTS.** The Parties hereto do not intend nor shall this Agreement be construed to grant any rights, privileges or interest to any person not a Party to this Agreement.

**36. JURY TRIAL WAIVER.** As part of the consideration for this Agreement, the Parties hereby waive trial by jury in any action or proceeding brought by any Party against any other Party pertaining to any matter whatsoever arising out of or in any way connected with this Agreement, or with the products or services provided under this Agreement, including but not limited to any claim by the Grantee of *quantum meruit*.

**37. PROHIBITION OF UNAUTHORIZED ALIENS.** In accordance with federal Executive Order 96-236, the Commission shall consider the employment by the Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationalization Act. Such violation shall be cause for unilateral cancellation of this Agreement if the Grantee knowingly employs unauthorized aliens.

**38. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY).**

- A. Requirement to Use E-Verify.** Executive Order 11-116, signed May 27, 2011, by the Governor of Florida, requires Commission contracts in excess of nominal value to expressly require the Grantee to: 1.) utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Grantee during the contract term; and, 2.) include in all subcontracts under this Agreement, the requirement that subcontractors



performing work or providing services pursuant to this contract utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of the subcontract.

- B. E-Verify Online.** E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States after the effective date of the required Memorandum of Understanding (MOU); the responsibilities and elections of federal contractors, however, may vary, as stated in Article II.D.1.c. of the MOU. There is no charge to employers to use E-Verify. The Department of Homeland Security's E-Verify system can be found online at [http://www.dhs.gov/files/programs/gc\\_1185221678150.shtm](http://www.dhs.gov/files/programs/gc_1185221678150.shtm)
- C. Enrollment in E-Verify.** If the Grantee does not have an E-Verify MOU in effect, the Grantee must enroll in the E-Verify system prior to hiring any new employee after the effective date of this Agreement.
- D. E-Verify Recordkeeping.** The Grantee further agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the Commission or other authorized state entity consistent with the terms of the Grantee's enrollment in the program. This includes maintaining a copy of proof of the Grantee's and subcontractors' enrollment in the E-Verify Program (which can be accessed from the "Edit Company Profile" link on the left navigation menu of the E-Verify employer's homepage).
- E. Employment Eligibility Verification.** Compliance with the terms of the Employment Eligibility Verification provision is made an express condition of this Agreement and the Commission may treat a failure to comply as a material breach of the Agreement.

- 39. FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE.** Neither Party shall be liable to the other for any delay or failure to perform under this Agreement if such delay or failure is neither the fault nor the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party's control, or for any of the foregoing that affects subcontractors or suppliers if no alternate source of supply is available. However, in the event of delay from the foregoing causes, the Party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the Party's performance obligation under this Agreement. If the delay is excusable under this paragraph, the delay will not result in any additional charge or cost under the Agreement to either Party. In the case of any delay the Grantee believes is excusable under this paragraph, Grantee shall notify the Commission's Grant Manager in writing of the delay or potential delay and describe the cause of the delay either: (1) within ten (10) calendar days after the cause that creates or will create the delay first arose, if the Grantee could reasonably foresee that a delay could occur as a result; or (2) within five (5) calendar days after the date Grantee first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. **THE FOREGOING SHALL CONSTITUTE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. The Commission, in its sole discretion, will determine if the delay is excusable under this paragraph and will notify the Grantee of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against the Commission. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from the Commission for direct, indirect, consequential, impact, or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have

ceased to exist, the Grantee shall perform at no increased cost, unless the Commission determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to the Commission or the State, in which case, the Commission may terminate the Agreement in whole or in part.

- 40. ENTIRE AGREEMENT.** This Agreement with all incorporated attachments and exhibits 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, and duly signed by each of the Parties hereto, unless otherwise provided herein. In the event of conflict, the following order of precedence shall prevail; this Agreement and its attachments, the terms of the solicitation and the Grantee's response to the solicitation.

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK**

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed through their duly authorized signatories on the day and year last written below.

ESCAMBIA COUNTY BOARD OF COUNTY  
COMMISSIONERS

FLORIDA FISH AND WILDLIFE  
CONSERVATION COMMISSION

SIGNATURE

Name: Grover C. Robinson, IV, Chairman

Title: \_\_\_\_\_

Date: \_\_\_\_\_

SIGNATURE

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

PAM CHILDERS  
ATTEST: Clerk of the Circuit Court  
\_\_\_\_\_  
Deputy Clerk

Approved as to form and legality by FWC Attorney:

SIGNATURE

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form and legal  
sufficiency

By/Title: [Signature]  
Date: 12/25/15

Attachments in this Agreement include the following:

Attachment	A	Scope of Work
Attachment	B	Certifications and Assurances
Attachment	C	Requirements of the Federal and Florida Single Audit Acts



## Attachment A – SCOPE OF WORK

<b>Project Name:</b>	<b>Ex-Oriskany PCB Artificial Reef Monitoring Project</b>	<b>FWC Contract No.</b>	<b>15104</b>
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### 1. DESCRIPTION OF GOODS / SERVICES PROCURED, OR PROJECT WORKPLAN

- A. DESCRIPTION OF GOOD/SERVICES.** The objective of this activity is to conduct post-deployment tissue sampling of recreationally targeted legal size reef fish for polychlorinated biphenyls (PCBs) associated with the former Navy decommissioned aircraft carrier the *Ex-Oriskany* (CVA-34) (Oriskany Reef) sunk May 17, 2006 as an artificial reef in federal waters off Escambia County, Florida
- B. BACKGROUND.** The Oriskany Reef is located in the Gulf of Mexico, in 212 feet of water approximately 22.3 nautical miles from Pensacola Pass on a heading of 138 degrees. The Oriskany Reef rests upright on the sand seafloor, bow facing south, in a north-south orientation in the southeast quadrant of the 77 square nautical mile Escambia East Large Area Artificial Reef Site (LAARS) The Oriskany Reef coordinates are: 30° 02.533' N. Latitude; 87° 00.397' West Longitude. Sampling methodologies and analysis will be in compliance with the conditions of the February 16, 2006 EPA Region IV Risk based Disposal Permit as amended July 16, 2007, and the COMMISSION's Oriskany Reef monitoring plan (Revision 4, June 25, 2007).

A fixed-price payment is established herein for PCB analysis of up to 60 reef fish collected from the Oriskany Reef and if needed, from one or more control sites. For each reef fish sample, there shall occur the analysis and reporting of total PCB concentrations (picograms/gram wet weight in reef fish skin-on lateral muscle fillet, percent lipids, concentrations of 209 individual PCB congeners, and ten PCB homolog concentrations) at a price not to exceed \$750 per individual fish sample (up to \$45,000 for analysis of 60 fish). A laboratory generated report of the analysis results of each batch of fish from a given sampling effort shipped to the analytical lab shall be provided by the lab both as a .pdf file and Excel spread sheet at no additional cost. The GRANTEE shall deliver laboratory report results electronically to the COMMISSION's Contract Manager within five working days after the receipt of the reports from the analytical laboratory. The GRANTEE shall also provide a field report documenting in detail fish sampling activities undertaken during each fish sampling event. The field reports shall summarize all field, administrative, and sample storage and shipping activities related to completion of each sampling event. At a minimum, each field report shall include a description of the weather and sea conditions, sampling duration, methods, sampling vessel, names of all individuals participating in the sampling event, representative photos, and a listing of the fish species, length, and sample number retained for analysis. Payment under this Agreement may be made to the GRANTEE in the form of one partial and one final payment.

The reef monitoring to be funded consists of the following elements: Sampling methodologies and analysis will be in compliance with the conditions of the EPA Region IV ex-Oriskany PCB Risk based Disposal Permit as amended, the COMMISSION's Oriskany Monitoring Plan and any additional direction provided by the EPA, the Florida Department of



## Attachment A – SCOPE OF WORK

<b>Project Name:</b>	<b>Ex-Oriskany PCB Artificial Reef Monitoring Project</b>	<b>FWC Contract No.</b>	15104
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Health, or the COMMISSION; The GRANTEE shall coordinate closely with the COMMISSION on all aspects of sample collection activities.

- C. SUPPORT OF COMMISSION MISSION.** Sampling of the recreationally targeted legal size reef fish for polychlorinated biphenyls (PCBs) at the Oriskany Reef is a requirement of the conditions of the February 16, 2006 EPA Region IV Risk based Disposal Permit as amended July 16, 2007 issued to the COMMISSION and Escambia County. This sampling agreement with Escambia County provides the guidance and necessary funding to ensure compliance with the February 16, 2006 EPA Region IV Risk based Disposal Permit, and ultimately ensures the human health and safety associated with recreationally targeted legal size reef fish at the Oriskany Reef.
- D. DEFINITIONS.** The terms and abbreviations used herein shall have the meanings as defined defined below.
- i. “Oriskany Reef” means the former Navy decommissioned aircraft carrier the *Ex-Oriskany* (CVA-34) sunk as an artificial reef on May 17, 2006 in 212 feet of water approximately 22.3 nautical miles from Pensacola Pass on a heading of 138 degrees in the Gulf of Mexico.
  - ii. “Control Reef” means an artificial reef located in the Gulf of Mexico within a 10 nautical mile radius of the Oriskany Reef.
  - iii. “EPA” means the United States Environmental Protection Agency, Region 4.
  - iv. “EELAARS” means the Escambia East Large Area Artificial Reef Site.
  - v. “PCB” means polychlorinated biphenyls.

## 2. DELIVERABLES

### A. Deliverable #1 (Fish collection and PCB analysis)

- i. **Specific Project Deliverables & Associated Tasks.** Analysis and reporting of the total PCB concentration (picograms/gram wet weight in reef fish skin-on lateral muscle fillet, percent lipids, concentrations of 209 individual PCB congeners, and ten PCB homolog concentrations) from each fish sampled from the Oriskany Reef or Control Reef collected in accordance with the COMMISSION’s Oriskany Reef monitoring plan (Revision 4, June 25, 2007).
- ii. **Minimum Level of Performance.** For each fish sampled, PCB congener analysis will involve a quantitative analysis of all 209 PCB congeners (ppm) by gas

## Attachment A – SCOPE OF WORK

<b>Project Name:</b>	<b>Ex-Oriskany PCB Artificial Reef Monitoring Project</b>	<b>FWC Contract No.</b>	<b>15104</b>
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chromatography/mass spectrometry using the selective ion monitoring mode (SIM), analysis of picograms/gram wet weight in reef fish skin-on lateral muscle fillet, and analysis of percent lipids. Sample collection methods, shipping, chain of custody, and all analysis must be in compliance with the minimum sampling methodologies and analysis described in the **COMMISSION's** Oriskany Reef monitoring plan (Revision 4, June 25, 2007), including the plan's appendices which describe the Standard Operating Procedures for quantitative analysis of each sample.

- iii. **Documentation / Criteria Used as Evidence of Performance.** Documentation will be a laboratory report listing each fish sampled, providing data on total PCBs (ppb), all individual 209 PCB congeners (ppb), quantifications of percent lipids, percent moisture from individual wet weight fish tissue fillets, sample collection methods, shipping, and chain of custody labels for each fish sampled. The laboratory report shall be provided as a .pdf document, and all tabular results shall also be provided digitally in the form of an Excel spreadsheet in a format acceptable to the **COMMISSION**. The **GRANTEE** shall also provide a field report documenting in detail fish sampling activities undertaken during each fish sampling event. The field reports shall summarize all field, administrative, and sample storage and shipping activities related to completion of each sampling event. At a minimum, each field report shall include a description of the weather and sea conditions, sampling duration, methods, sampling vessel, names of all individuals participating in the sampling event, representative photos, and a listing of the fish species, length, and sample number retained for analysis.
- iv. **Timeline for Completion.** Each fish sampled shall be collected in accordance with the schedule described in the **COMMISSION's** Oriskany Reef monitoring plan (Revision 4, June 25, 2007), and all reports shall be delivered prior to the grant expiration date to be eligible for reimbursement.

### 3. FINANCIAL CONSEQUENCES

- A. If samples are not collected or analyzed in compliance with the standards set forth in the **COMMISSION's** Oriskany Reef monitoring plan (Revision 4, June 25, 2007), the budget amount allocated for that deliverable will be deducted from the **GRANTEE's** payment.
- B. If the **GRANTEE** fails to produce each deliverable within the time frame specified by the Scope of Work, the budget amount allocated for that deliverable will be deducted from the **GRANTEE's** payment.

## Attachment A – SCOPE OF WORK

<b>Project Name:</b>	<b>Ex-Oriskany PCB Artificial Reef Monitoring Project</b>	<b>FWC Contract No.</b>	<b>15104</b>
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### 4. PERFORMANCE

- A. The **GRANTEE** shall ensure that any permits required for fish collection (e.g., Letter of Acknowledgement from the NOAA Southeast Regional Office) have been authorized, are current and include specific authorization for the selected sampling vessel (name and Coast Guard Documentation No.).
- B. The harvest of all marine species for personal use regulated under Chapter 68B, Florida Administrative Code by any means whatsoever by any individuals operating from vessels during the work days these individuals and/or vessels are hired to be engaged in the support of survey and monitoring work funded under this agreement is prohibited. Harvest of marine organisms from monitoring sites designated under this agreement by personnel or other individuals on board vessels supporting monitoring activities on the same day as the survey/monitoring activity is occurring, shall result in immediate termination of this agreement and nonpayment for any services undertaken on the day the noncompliance with this paragraph was reported or otherwise identified.
- C. Any published articles related to this artificial reef activity should reflect the role of the Florida saltwater fishing license revenues in assisting in the funding of this activity.

### 5. COMPENSATION AND PAYMENT

- A. **FEE SCHEDULE.** For satisfactory completion of sixty (60) individual reef fish PCB sample analyses with accompany laboratory results reports and field reports, the **COMMISSION** agrees to pay the **GRANTEE** a maximum of **\$45,000.00** on a fixed price basis according to the cost per unit in the following table:

<b>Monitoring Deliverables</b>	<b>Unit Number</b>	<b>Cost Per Unit</b>	<b>Total Cost</b>
PCB analysis of fish tissue	60 fish	\$750.00	\$45,000.00
<b>TOTAL</b>			<b>\$45,000.00</b>

- B. **INVOICE SCHEDULE.** See Contract for applicable terms and conditions related to the invoice schedule.
- C. **TRAVEL EXPENSES.** See Contract for applicable terms and conditions related to travel expenses.
6. **MONITORING SCHEDULE.** No additional monitoring activities have been identified at this time; however, additional tasks may be identified during the pendency of the agreement.

## Attachment A – SCOPE OF WORK

<b>Project Name:</b>	<b>Ex-Oriskany PCB Artificial Reef Monitoring Project</b>	<b>FWC Contract No.</b>	<b>15104</b>
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- 7. INTELLECTUAL PROPERTY RIGHTS.** See Contract for applicable terms and conditions related to the intellectual property rights.
- 8. SUBCONTRACTS.** See Contract for applicable terms and conditions related to subcontracts.
- 9. INSURANCE.** See Contract for applicable terms and conditions related to insurance.
- 10. SECURITY AND CONFIDENTIALITY.** See Contract for applicable terms and conditions related to security and confidentiality.
- 11. RECORD KEEPING REQUIREMENTS.** See Contract for applicable terms and conditions related to record keeping requirements.
- 12. NON-EXPENDABLE PROPERTY.** The GRANTEE is not authorized to use funds provided herein for the purchase of any non-expendable equipment or personal property valued at \$1,000 or more for performance under this Contract.
- 13. PURCHASE OR IMPROVEMENT OF REAL PROPERTY.** See Contract for applicable terms and conditions related to the purchase or improvement of real property.

**Attachment B**

**CERTIFICATIONS AND ASSURANCES**

The Commission will not enter this Agreement unless Grantee completes the CERTIFICATIONS AND ASSURANCES contained in this Attachment. In performance of this Agreement, Grantee provides the following certifications and assurances:

- A. Debarment and Suspension Certification (2 CFR Part 1400)**
- B. Certification Regarding Lobbying (31 U.S.C. 1352)**
- C. Certification Regarding Public Entity Crimes (section 287.133, F.S.)**
- D. Certification Regarding Drug-Free Workplace Requirements (41 U.S.C. 701 et. seq.) (as applicable to recipients and subrecipients of federal financial assistance)**
- E. Certification Regarding the Scrutinized Companies List (section 287.135, F.S.) (as applicable)**

**A. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTION.**

The undersigned Grantee certifies to the best of its knowledge and belief, that it and its principals:

- 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal department or agency;
- 2. Have not within a three-year period preceding this Agreement 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;
- 3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph A.2. of this certification; and/or
- 4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause of default.

If Grantee is unable to certify to any of the statements in this certification, Grantee shall attach an explanation to this Agreement.

**B. CERTIFICATION REGARDING LOBBYING – Certification for Contracts, Grants, Loans, and Cooperative Agreements.**

The undersigned Grantee certifies, to the best of his or her knowledge and belief, that:

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 Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

If any funds other than Federal appropriated funds have been paid 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 employees of Congress, or employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement, the undersigned shall also complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

The undersigned shall require that language of this certification be included in the documents for all subcontracts at all tiers (including subcontracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all sub-recipients and contractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this Grant was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by 31 U.S.C. 1352. 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.

**C. CERTIFICATION REGARDING PUBLIC ENTITY CRIMES, SECTION 287.133, F.S.**

Grantee hereby certifies that neither it, nor any person or affiliate of Grantee, has been convicted of a Public Entity Crime as defined in section 287.133, F.S., nor placed on the convicted vendor list.

Grantee understands and agrees that it is required to inform the Commission immediately upon any change of circumstances regarding this status.

**D. CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS  
(If Grantee is a Recipient of Subrecipient of Federal Financial Assistance)**

Pursuant to the Drug-Free Workplace Act of 1988, the undersigned attests and certifies that the Grantee (if not an individual) will provide a drug-free workplace by the following actions:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in Grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

2. Establishing an ongoing drug-free awareness program to inform employees concerning:
  - a. The dangers of drug abuse in the workplace.
  - b. The policy of maintaining a drug-free workplace.
  - c. Any available drug counseling, rehabilitation and employee assistance programs.
  - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
3. Making it a requirement that each employee to be engaged in the performance of the Agreement be given a copy of the statement required by paragraph D.1. of this certification.
4. Notifying the employee in the statement required by paragraph D.1. of this certification that, as a condition of employment under the Agreement, the employee will:
  - a. Abide by the terms of the statement.
  - b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction.
5. Notifying the Commission in writing ten (10) calendar days after receiving notice under subparagraph 4.b. from an employee or otherwise receiving actual notice of such conviction. Provide such notice of convicted employees, including position title, to every Grant Manager on whose Grant activity the convicted employee was working. The notice shall include the identification number(s) of each affected Contract or Grant.
6. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph 4.b. herein, with respect to any employee who is so convicted:
  - a. 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.
  - b. Requiring such employee to participate satisfactorily in drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local, health, law enforcement, or other appropriate agency.
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of this entire certification.

If the Grantee is an individual, the Grantee certifies that:

1. As a condition of the grant, Grantee will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and,
2. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, Grantee will report the conviction, in writing, within 10 calendar days of the conviction, to the Commission When notice is made to such a central point, it shall include the identification number(s) of each affected grant.

**E. CERTIFICATION REGARDING the SCRUTINIZED COMPANIES LISTS, SECTION 287.135, F.S.**

If this Grant is in the amount of \$1 million or more, in accordance with the requirements of section 287.135, F.S., Grantee hereby certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector

List. Both lists are created pursuant to section 215.473, F.S. Grantee also hereby certifies that it is not engaged in business operations in Cuba or Syria.

Grantee understands that pursuant to section 287.135, F.S., the submission of a false certification may subject Grantee to civil penalties, attorney's fees, and/or costs.

If Grantee is unable to certify to any of the statements in this certification, Grantee shall attach an explanation to this Grant.

By signing below, Grantee certifies the representations outlined in parts A through E above are true and correct.

**ESCAMBIA COUNTY BOARD OF COUNTY  
COMMISSIONERS**

\_\_\_\_\_  
(Signature and Title of Authorized Representative)

**Grover C. Robinson, IV, Chairman**

Grantee

Date

\_\_\_\_\_  
221 Palafox Place

(Street)

\_\_\_\_\_  
Pensacola, FL 32502

(City, State, ZIP Code)

ATTEST: PAM CHILDERS  
Clerk of the Circuit Court

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

Approved as to form and legal  
sufficiency

By/Title: 

Date: 12/28/15



**Attachment C**

**AUDIT REQUIREMENTS**

The administration of resources awarded by the Florida Fish and Wildlife Conservation Commission (Commission) to the Contractor may be subject to audits and/or monitoring by the Commission 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), the Commission may conduct or arrange for monitoring of activities of the Contractor. Such monitoring procedures may include, but not be limited to, on-site visits by the Commission staff or contracted consultants, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Contract, the Contractor agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Commission. The Contractor further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Florida Department of Financial Services or the Florida Auditor General.

**AUDITS**

**PART I: FEDERALLY FUNDED**

- A.** This part is applicable if the Contractor is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.
- B.** In the event that the Contractor expends \$500,000 or more in Federal awards in its fiscal year, the Contractor must have a single or program-specific audit conducted in accordance with the provisions of the Federal Single Audit Act of 1996 and OMB Circular A-133, as revised. EXHIBIT 1 to this Attachment indicates Federal resources awarded through the Commission by this Contract. In determining the Federal awards expended in its fiscal year, the Contractor shall consider all sources of Federal awards, including Federal resources received from the Commission. 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 Contractor conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part.
- C.** In connection with the audit requirements addressed in Part I, paragraph A. herein, the Contractor shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised. This includes, but is not limited to, preparation of financial statements, a schedule of expenditure of Federal awards, a summary schedule of prior audit findings, and a corrective action plan.
- D.** Such audits shall cover the entire Contractor's organization for the organization's fiscal year. Compliance findings related to contracts with the Commission shall be based on the contract requirements, including any rules, regulations, or statutes referenced in the Contract. The financial statements shall disclose whether or not the matching requirement was met for each applicable contract. All questioned costs and liabilities due to the Commission shall be fully disclosed in the audit report with reference to the Commission contract involved. Additionally, the results from the Commission's annual financial monitoring reports must be included in the audit procedures and the OMB A-133 audit reports.

- E.** If not otherwise disclosed as required by section .310(b)(2) of OMB Circular A-133, as revised, the schedule of expenditures of Federal awards shall identify expenditures by contract number for each contract with the Commission in effect during the audit period.
- F.** If the Contractor 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 Contractor 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 the Contractor's resources obtained from other-than Federal entities).
- G.** A web site that provides links to several Federal Single Audit Act resources can be found at: <http://harvester.census.gov/sac/sainfo.html>

## **PART II: STATE FUNDED**

This part is applicable if the Contractor is a non-state entity as defined by Section 215.97, F.S., (the Florida Single Audit Act).

- A.** In the event that the Contractor expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such Contractor, the Contractor must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; applicable rules of the Executive Office of the Governor and 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 Commission by this Contract. In determining the state financial assistance expended in its fiscal year, the Contractor shall consider all sources of state financial assistance, including state financial assistance received from the Commission, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements.
- B.** In connection with the audit requirements addressed in Part II, paragraph A herein, the Contractor shall ensure that the audit complies with the requirements of section 215.97(7), F.S. This includes submission of a financial reporting package as defined by section 215.97(2)(d), F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
- C.** If the Contractor 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, F.S., is not required. In the event that the Contractor 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, F.S., 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 Contractor's resources obtained from other-than State entities).
- D.** Additional information regarding the Florida Single Audit Act can be found at: <https://apps.fldfs.com/fsaa/singleauditact.aspx>.

**PART III: REPORT SUBMISSION**

A. Copies of reporting packages, to include any management letter issued by the auditor, for audits conducted in accordance with OMB Circular A-133, as revised, and required by Part I of this Attachment shall be submitted by or on behalf of the Contractor directly to each of the following at the address indicated:

1. The Commission at the following address:

**Chief Financial Officer  
Florida Fish and Wildlife Conservation Commission  
Bryant Building  
620 S. Meridian St.  
Tallahassee, FL 32399-1600**

2. 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):

**Federal Audit Clearinghouse  
Bureau of the Census  
1201 East 10<sup>th</sup> Street  
Jeffersonville, IN 47132**

3. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

B. Copies of audit reports for audits conducted in accordance with OMB Circular A-133, as revised, and required by Part I of this Attachment (in correspondence accompanying the audit report, indicate the date that the Contractor received the audit report); copies of the reporting package described in Section .320 (d), OMB Circular A-133, as revised, and any management letters issued by the auditor; copies of reports required by Part II of this Attachment must be sent to the Commission at the addresses listed in paragraph c.) below.

C. Copies of financial reporting packages required by Part II of this Attachment, including any management letters issued by the auditor, shall be submitted by or on behalf of the Contractor directly to each of the following:

1. The Commission at the following address:

**Chief Financial Officer  
Florida Fish and Wildlife Conservation Commission  
Bryant Building  
620 S. Meridian St.  
Tallahassee, FL 32399-1600**

2) The Auditor General's Office at the following address:

**Auditor General's Office  
G74 Claude Pepper Building  
111 West Madison Street  
Tallahassee, FL 32399-1450**

- D.** Any reports, management letter, or other information required to be submitted to the Commission pursuant to this Contract shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

Contractors and sub-contractors, when submitting financial reporting packages to the Commission for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (non-profit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Contractor/sub-contractor in correspondence accompanying the reporting package.

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## Attachment C, Exhibit 1

## FEDERAL AND STATE FUNDING DETAIL

FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Federal Program(s) Funds		
CFDA #	CFDA Title	Amount
n/a	None	n/a
	Total Federal Awards	

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

Federal Program(s) Compliance Requirements		
CFDA #	Compliance Requirements	
n/a		None

STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

MATCHING RESOURCES FOR FEDERAL PROGRAMS:

Matching Funds Provided by CFDA		
CFDA #	CFDA Title	Amount of Matching Funds
n/a	None	n/a
	Total Matching Funds Associated with Federal Programs	n/a

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

State Project(s)		
CSFA #	CSFA Title	Amount
77-007	Florida Artificial Reef Program	\$45,000
	Total State Awards	\$45,000

**COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

<b>State Project(s) Compliance Requirements</b>	
<b>CSFA #</b>	<b>Compliance Requirements</b>
77-007	<ol style="list-style-type: none"> <li>1. Only the goods and/or services described within the attached Agreement and Attachment A Scope of Work are eligible expenditures for the funds awarded.</li> <li>2. All provisions of Section 379.249, Florida Statutes and Rule 68E-9, Florida Administrative Code must be complied with in order to receive funding under this Agreement.</li> <li>3. The Grantee must comply with the requirements of all applicable laws, rules or regulations relating to this artificial reef project.</li> </ol>

NOTE: Section .400(d) of OMB Circular A-133, as revised, and Section 215.97(5), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the recipient.

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## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

**AI-9661**

**County Administrator's Report 13. 16.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 01/21/2016

**Issue:** Grant Agreement (FWC No. 14079) for Perdido Bay Public Boat Launching Facility with FL Fish and Wildlife Conservation Commission

**From:** Chips Kirschenfeld, Division Manager

**Organization:** Natural Resources

**CAO Approval:**

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#### **RECOMMENDATION:**

Recommendation Concerning a Grant Agreement for the Escambia County, Perdido Bay Public Boat Launching Facility, Under the Florida Boating Improvement Program, with the Florida Fish and Wildlife Conservation Commission - J. Taylor "Chips" Kirschenfeld, Interim Director, Department of Natural Resources Management

That the Board take the following action concerning a Grant Agreement for the Perdido Bay Public Boat Launching Facility, under the Florida Boating Improvement Program, with the Florida Fish and Wildlife Conservation Commission (FWC):

A. Approve the Grant Agreement between the State of Florida (FWC) and Escambia County, FWC Agreement No. 14097, for the Perdido Bay Public Boat Launching Facility, under the Florida Boating Improvement Program, in the amount not to exceed \$150,000, from the date of execution through December 31, 2036; and

B. Authorize the Chairman to sign the Agreement and any subsequent documents related to the acceptance, execution, reporting, and no-cost time extensions to implement the Agreement without further Board action.

Note: The County Attorney's Office has requested that the Board be made aware of the following language:

\* Paragraph 34, SEVERABILITY, CHOICE OF LAW, AND CHOICE OF VENUE, (page 17 of 20), last sentence, "Any action in connection herewith, in law or equity, shall be brought in Leon County, Florida, to the exclusion of all other lawful venues."

\* Paragraph 36, JURY TRIAL WAIVER, (page 18 of 20), "As part of the consideration of this Agreement, the Parties hereby waive trial by jury in any action or proceeding brought by any Party against any other Party pertaining to any matter whatsoever arising out of or in any way connected with this Agreement or with the products or services provided under this Agreement, including but not limited to any claim by the Grantee of



*quantum meruit"*

Additional Note: At its meeting on March 6, 2014 (CAR II-3), the Board approved applying for a Florida Boating Improvement Program (FBIP) Grant for the design, engineering, and permitting of a new public boat ramp on Perdido Bay, located in the 10800 Block of Lillian Highway.

[Grant: Fund 110, Other Grants and Projects, Cost Center to be determined at time of Supplemental Budget Amendment. Maximum reimbursement of 71% not to exceed \$150,000. Match: Fund 110, Other Grants and Projects, Cost Center 220807, Vessel Registration Fees. Required Match of 29% is \$61,267.61]

### **BACKGROUND:**

At its meeting on March 6, 2014 (CAR II-3), the Board approved applying for a Florida Boating Improvement Program (FBIP) Grant. This was for the design, engineering, and permitting of a new public boat ramp on Perdido Bay, located in the 10800 Block of Lillian Highway.

The Escambia County Marine Advisory Committee designated Perdido Bay as a "high priority" waterway for providing public access. On September 2, 2012, the Board authorized the acquisition of property at the 10800 Block of Lillian Highway to construct a public boat ramps on Perdido Bay. The Board's approval of the property acquisition acknowledged that any funding for improvements would need to be through grants or included in the next round of Local Option Sales Tax (LOST) in 2017. These estimated cost for this project is \$200,000 with up to \$150,000 from FWC and up to \$50,000 match (25%) from the County. In order to streamline the process, we are soliciting for design, engineering, and environmental permitting to avoid potential delays in the project completion.

### **BUDGETARY IMPACT:**

Grant: Fund 110, Other Grants and Projects, Cost Center to be determined at time of Supplemental Budget Amendment. Maximum reimbursement of 71% not to exceed \$150,000. Match: Fund 110, Other Grants and Projects, Cost Center 220807, Vessel Registration Fees. Required Match of 29% is \$61,267.61.

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

This Grant Agreement was reviewed and approved, as to form and legal sufficiency, by Kristin Hual, Assistant County Attorney.

### **PERSONNEL:**

No additional impact to personnel related to this recommendation.

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

Board Policy II.B.8.

### **IMPLEMENTATION/COORDINATION:**

Department of Natural Resources Management, Marine Resources Division, will continue coordination with FWC on all activities associated with the Grant Agreement.

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### **Attachments**

[FWC Agrmt 14097 PerdidoBayPublicBoatLaunch](#)

[ResumePage-03062014-FWC PerdidoBayPublicBoatLaunch](#)

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**STATE OF FLORIDA  
FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION**

**AGREEMENT NO. 14097**

<b>CFDA Title(s):</b> Sport Fish Restoration - Boating Access	<b>CFDA No(s):</b> 15.605
<b>Name of Federal Agency(s):</b> Department of the Interior, U.S. Fish and Wildlife Conservation Commission	
<b>Federal Award No(s):</b> FL F-F16AF00135	<b>Federal Award Year(s):</b> 2015-2016
<b>Federal Award Name(s):</b> Escambia County, Perdido Bay Public Boat Launching Facility	
<b>CSFA Title(s):</b> N/A	<b>CSFA No(s):</b> N/A
<b>State Award No(s):</b> N/A	<b>State Award Year(s):</b> N/A
<b>State Award Name(s):</b> N/A	

This Agreement is entered into by and between the Florida Fish and Wildlife Conservation Commission, whose address is 620 South Meridian Street, Tallahassee, Florida 32399-1600, hereafter "**Commission**," and the Escambia County Board of County Commissioners, FEID # 59-6000598, whose address is 3363 West Park Place, Pensacola, Florida 32505, hereinafter "**Grantee**."

**WHEREAS**, the Commission and Grantee have partnered together to complete the design, engineering and permitting for the Perdido Bay Public Boat Launching Facility; and,

**WHEREAS**, Grantee has been awarded Florida Boating Improvement Program grant 14097 as a subrecipient of Federal grant award FL F-F16AF00135; and,

**WHEREAS**, such benefits are for the ultimate good of the State of Florida, its resources, wildlife, and public welfare.

**NOW THEREFORE**, the Commission and the Grantee, for the considerations hereafter set forth, agree as follows:

- 1. PROJECT DESCRIPTION.** The Grantee shall provide the services and perform the specific responsibilities and obligations, as set forth in the Scope of Work, attached hereto as Attachment A and made a part hereof (hereafter, Scope of Work). The Scope of Work specifically identifies project tasks and accompanying deliverables. These deliverables must be submitted and approved by the Commission prior to any payment. The Commission will not accept any deliverable that does not comply with the specified required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable. If this agreement is the result of Grantee responses to the Commission's request for competitive or other grant proposals, the Grantee's response is hereby incorporated by reference.
- 2. PERFORMANCE.** The Grantee shall perform the activities described in the Scope of Work in a proper and satisfactory manner. Unless otherwise provided for in the Scope of Work, any and all equipment, products or materials necessary or appropriate to perform under this Agreement shall be supplied by the Grantee.

Grantee shall obtain all necessary local, state, and federal authorizations necessary to complete this project, and the Grantee shall be licensed as necessary to perform under this Agreement as may be required by law, rule, or regulation; the Grantee shall provide evidence of such compliance to the Commission upon request. The Grantee shall procure all supplies and pay all charges, fees, taxes and incidentals that may be required for the completion of this Agreement. By acceptance of this Agreement, the Grantee warrants that it has the capability in all respects to fully perform the requirements and the integrity and reliability that will assure good-faith performance as a responsible Grantee. Grantee shall immediately notify the Commission's Grant Manager in writing if its ability to perform under the Agreement is compromised in any manner during the term of the Agreement. The Commission shall take appropriate action, including potential termination of this Agreement pursuant to Paragraph nine (9) below, in the event the Grantee's ability to perform under this Agreement becomes compromised.

### 3. AGREEMENT PERIOD.

- A. **Agreement Period and Commission's Limited Obligation to Pay.** This Agreement is made pursuant to a grant award and shall be effective upon execution by the last Party to sign, and shall remain in effect through 12/31/2036. However, as authorized by Rule 68-1.003, F.A.C., referenced grant programs may execute Agreements with a retroactive start date of no more than sixty (60) days, provided that approval is granted from the Executive Director or his/her designee and that it is in the best interest of the Commission and State to do so. Agreements executed under this grant award shall not precede a start date of 07/01/2015. For this agreement, the retroactive start date was not approved. The Commission's Grant Manager shall confirm the specific start date of the Agreement by written notice to the Grantee. The Grantee shall not be eligible for reimbursement or compensation for grant activities performed prior to the start date of this Agreement nor after the end date of the Agreement. For this agreement, preaward costs may be eligible for reimbursement. Details of allowable expenses are included in Attachment A (Scope of Work). If necessary, by mutual agreement as evidenced in writing and lawfully executed by the Parties, an Amendment to this Agreement may be executed to lengthen the Agreement period.

### 4. COMPENSATION AND PAYMENTS.

- A. **Compensation.** As consideration for the services rendered by the Grantee under the terms of this Agreement, the Commission shall pay the Grantee on a cost reimbursement basis in an amount not to exceed \$150,000.
- B. **Payments.** The Commission shall pay the Grantee for satisfactory performance of the tasks identified in Attachment A, Scope of Work, as evidenced by the completed deliverables, upon submission of invoices, accompanied by supporting documentation sufficient to justify invoiced expenses or fees, and after acceptance of services and deliverables in writing by the Commission's Grant Manager identified in Paragraph eleven (11), below. Unless otherwise specified in the Scope of Work, invoices shall be due monthly, commencing from the start date of this Agreement. Invoices must be legible and must clearly reflect the Deliverables that were provided in accordance with the terms of the Agreement for the invoice period. Unless otherwise specified in the Scope of Work, a final invoice shall be submitted to the Commission no later than forty-five (45) days following the expiration date of this Agreement to assure the availability of funds for payment. Further, pursuant to Section 215.971(1)(d), F.S., the Commission may only reimburse the Grantee for allowable costs resulting from obligations incurred during the agreement period specified in Paragraph three (3).
- C. **Invoices.** Each invoice shall include the Commission Agreement Number and the Grantee's Federal Employer Identification (FEID) Number. Invoices, with supporting documentation, may be submitted electronically to the attention of the Commission's Grant Manager identified in



Paragraph eleven (11), below. If submitting hard copies, an original and two (2) copies of the invoice, plus all supporting documentation, shall be submitted. All bills for amounts due under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. Grantee acknowledges that the Commission's Grant Manager shall reject invoices lacking documentation necessary to justify invoiced expenses.

- D. Match.** Pursuant to grant program guidelines, the Grantee is required to contribute non-federal match towards this Agreement. If applicable, details regarding specific match requirements are included in Attachment A, Scope of Work.
- E. Travel Expenses.** If authorized in Attachment A, Scope of Work, travel expenses shall be reimbursed in accordance with Section 112.061, F.S.
- F. State Obligation to Pay.** The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation and authorization to spend by the Legislature. The Parties hereto understand that this Agreement is not a commitment to future appropriations, but is subject to appropriation and authority to spend provided by the Legislature. The Commission shall be the final authority as to the availability of funds for this Agreement, and as to what constitutes an "annual appropriation" of funds to complete this Agreement. If such funds are not appropriated or available for the Agreement purpose, such event will not constitute a default on behalf of the Commission or the State. The Commission's Grant Manager shall notify the Grantee in writing at the earliest possible time if funds are not appropriated or available.
- G. Non-Competitive Procurement and Rate of Payment.** Section 216.3475, F.S., requires that under non-competitive procurements, a Grantee may not receive a rate of payment in excess of the competitive prevailing rate for those services unless expressly authorized in the General Appropriations Act. If applicable, Grantee warrants, by execution of this Agreement, that the amount of non-competitive compensation provided in this Agreement is in compliance with Section 216.3475, F.S.
- H. Time Limits for Payment of Invoices.** Payments shall be made in accordance with Sections 215.422 and 287.0585, F.S., which govern time limits for payment of invoices. Section 215.422, F.S. provides that agencies have five (5) working days to inspect and approve Deliverables, unless the Scope of Work specifies otherwise. If payment is not available within forty (40) days, measured from the latter of the date the invoice is received or the Deliverables are received, inspected and approved, a separate interest penalty set by the Department of Financial Services pursuant to Section 55.03(1), F.S., will be due and payable in addition to the invoice amount. Invoices returned to a Grantee due to preparation errors will result in a payment delay. Invoice payment requirements do not start until a properly completed invoice is provided to the agency.
- I. Electronic Funds Transfer.** Grantee agrees to enroll in Electronic Funds Transfer (EFT), offered by the State's Chief Financial Officer, within thirty (30) days of the date the last Party has signed this Agreement. Copies of the Authorization form and a sample blank enrollment letter can be found on the vendor instruction page at:

[http://www.fldfs.com/aadir/direct\\_deposit\\_web/Vendors.htm](http://www.fldfs.com/aadir/direct_deposit_web/Vendors.htm)

Questions should be directed to the State of Florida's EFT Section at (850) 413-5517. Once enrolled, invoice payments will be made by EFT.

- J. Vendor Ombudsman.** A Vendor Ombudsman, whose duties include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a State agency,

may be contacted at (850) 413-5516 or by calling the Chief Financial Officer's Hotline, (800) 342-2762.

5. **CERTIFICATIONS AND ASSURANCES.** Upon execution of this Agreement by the Grantee, the Grantee shall complete, sign and return to the Commission's Grant Manager a completed copy of the form entitled "Certifications and Assurances," attached hereto and incorporated as Attachment B. This includes both State and Federal requirements, each applicable to the extent this Agreement includes either State-only funding, Federal-only funding, or both.
6. **RETURN OR RECOUPMENT OF FUNDS.**
  - A. **Overpayment to Grantee.** Pursuant to Section 215.971(1)(e)&(f), F.S., the Grantee shall return to the Commission any overpayments due to unearned funds or funds disallowed pursuant to the terms of this Agreement that were disbursed to Grantee by the Commission. In the event that the Grantee or its independent auditor discovers that overpayment has been made, the Grantee shall repay said overpayment within forty (40) calendar days without prior notification from the Commission. In the event that the Commission first discovers an overpayment has been made, the Commission will notify the Grantee in writing. Should repayment not be made in a timely manner, the Commission shall be entitled to charge interest at the lawful rate of interest established pursuant to Section 55.03(1), F.S., on the outstanding balance beginning forty (40) calendar days after the date of notification or discovery. Refunds should be sent to the Commission's Grant Manager, and made payable to the "The Florida Fish and Wildlife Conservation Commission."
  - B. **Additional Costs or Monetary Loss Resulting from Grantee Non-Compliance.** If the Grantee's non-compliance with any provision of the Agreement results in additional cost or monetary loss to the Commission or the State of Florida to the extent allowed by Florida Law, the Commission can recoup that cost or loss from monies owed to the Grantee under this Agreement or any other agreement between Grantee and the Commission. In the event that the discovery of this cost or loss arises when no monies are available under this Agreement or any other agreement between the Grantee and the Commission, the Grantee will repay such cost or loss in full to the Commission within thirty (30) days of the date of notice of the amount owed, unless the Commission agrees, in writing, to an alternative timeframe. If the Grantee is unable to repay any cost or loss to the Commission, the Commission shall notify the State of Florida, Department of Financial Services, for resolution pursuant to Section 17.0415, F.S.
7. **COMMISSION EXEMPT FROM TAXES, PROPERTY EXEMPT FROM LIEN.**
  - A. **Commission Exempt from Taxes.** The Grantee recognizes that the State of Florida, by virtue of its sovereignty, is not required to pay any taxes on the services or goods purchased under the terms of this Agreement. Grantee is placed on notice that this exemption generally does not apply to nongovernmental entity recipients, subrecipients, contractors, or subcontractors. Any questions regarding this tax exemption should be addressed to the Commission Grant Manager.
  - B. **Property Exempt from Lien.** If the Grant involves the improvement of real property titled to the State of Florida, then the following paragraph applies:

The Grantee acknowledges that Property being improved is titled to the State of Florida, and is not subject to lien of any kind for any reason. The Grantee shall include notice of such exemptions in any subcontracts and purchase orders issued hereunder.
8. **MONITORING.** The Commission's Grant Manager shall actively monitor the Grantee's performance and compliance with the terms of this Agreement. The Commission reserves the right for any Commission staff

to make scheduled or unscheduled, announced or unannounced monitoring visits. Specific State and Federal monitoring terms and conditions are found in Attachment C, Audit Requirements. Additionally, monitoring terms, conditions, and schedules may be included in Attachment A, Scope of Work.

## 9. TERMINATION.

- A. **Commission Termination.** The Commission may unilaterally terminate this Agreement for convenience by providing the Grantee with thirty (30) calendar days of written notice of its intent to terminate. The Grantee shall not be entitled to recover any cancellation charges or lost profits. The Grantee may request termination of the Agreement for convenience.
- B. **Termination – Fraud or Willful Misconduct.** This Agreement shall terminate immediately in the event of fraud or willful misconduct. In the event of such termination, the Commission shall provide the Grantee with written notice of termination.
- C. **Termination – Other.** The Commission may terminate this Agreement if the Grantee fails to: 1.) comply with all terms and conditions of this Agreement; 2.) produce each deliverable within the time specified by the Agreement or extension; 3.) maintain adequate progress, thus endangering the performance of the Agreement; or, 4.) abide by any statutory, regulatory, or licensing requirement. Rule 60A-1.006(3), F.A.C., governs the procedure and consequences for default. The rights and remedies of the Commission in this clause are in addition to any other rights and remedies provided by law or under the Agreement. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
- D. **Termination - Funds Unavailability.** In the event funds to finance this Agreement become unavailable or if federal or state funds upon which this Agreement is dependent are withdrawn or redirected, the Commission may terminate this Agreement upon no less than twenty-four (24) hours' notice in writing to the Grantee. Said notice shall be delivered by certified mail, return receipt requested or in person with proof of delivery. The Commission shall be the final authority as to the availability of funds and will not reallocate funds appropriated for this Agreement to another program thus causing "lack of funds." In the event of termination of this Agreement under this provision, the Grantee will be compensated for any work satisfactorily completed and any non-cancellable obligations properly incurred prior to notification of termination.
- E. **Grantee Discontinuation of Activities upon Termination Notice.** Upon receipt of notice of termination, the Grantee shall, unless the notice directs otherwise, immediately discontinue all activities authorized hereunder. Upon termination of this Agreement, the Grantee shall promptly render to the Commission all property belonging to the Commission. For the purposes of this section, property belonging to the Commission shall include, but shall not be limited to, all books and records kept on behalf of the Commission.

## 10. REMEDIES.

- A. **Financial Consequences.** In accordance with Sections 215.971(1)(a)&(b), F.S., Attachment A, Scope of Work, contains clearly established tasks in quantifiable units of deliverables that must be received and accepted in writing by the agency before payment. Each deliverable specifies the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable. If the Grantee fails to produce each deliverable within the time frame specified by the Scope of Work, the budget amount allocated for that deliverable may be deducted from the Grantee's payment. In addition, pursuant to Section 215.971(1)(c), the Commission shall apply any additional financial consequences, identified in the Scope of Work.



**B. Cumulative Remedies.** The rights and remedies of the Commission in this paragraph are in addition to any other rights and remedies provided by law or under the Agreement.

- 11. NOTICES AND CORRESPONDENCE.** Any and all notices shall be delivered to the individuals identified below. In the event that either Party designates a different Grant Manager after the execution of this Agreement, the Party will provide written notice of the name, address, zip code, telephone and fax numbers, and email address of the newest Grant Manager, or an individual authorized to receive notice on behalf of that Party, to all other Parties as soon as possible, but not later than five (5) business days after the new Grant Manager has been named. A designation of a new Grant Manager shall not require a formal amendment to the Agreement.

**FOR THE COMMISSION:**

Grant Manager  
Katrina Thompson  
Grants Specialist  
Fish and Wildlife Conservation Commission  
620 South Meridian Street  
Tallahassee, FL 32399-1600  
Telephone: (850) 488-5600  
Fax: (850) 488-9284  
Email: FBIP@MyFWC.com

**FOR THE GRANTEE:**

Grant Manager  
Robert Turpin  
Marine Resources Manager  
Escambia County Board of County Commissioners  
3363 West Park Place  
Pensacola, FL 32505  
Telephone: (850) 554-5869  
Fax: (850) 595-4431  
Email: rkturpin@myescambia.com

**12. AMENDMENT.**

- A. Waiver or Modification.** No waiver or modification of this Agreement or of any covenant, condition, or limitation herein contained shall be valid unless in writing and lawfully executed by the Parties.
- B. Change Orders.** The Commission may, at any time, by written order, make a change to this Agreement. Such changes 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 an Amendment. Minor changes, such as those updating a Party's contact information, may be accomplished by a Modification.
- C. Renegotiation upon Change in Law or Regulation.** The Parties agree to renegotiate this Agreement if federal and/or state revisions of any applicable laws or regulations make changes in the Agreement necessary.

- 13. PROPERTY RIGHTS.** If this Agreement includes Federal funds, the provisions of Sections 200.310-200.316, OMB Uniform Guidance (2 CFR 200), and any language addressing Federal rights, apply.

**A. Intellectual and Other Intangible Property.**

- i. Grantee's Preexisting Intellectual Property (Proprietary) Rights.** Unless specifically addressed in the Attachment A, Scope of Work, intellectual and other intangible property rights to the Grantee's preexisting property will remain with the Grantee.
- ii. Proceeds Related to Intellectual Property Rights.** Proceeds derived from the sale, licensing, marketing or other authorization related to any intellectual and other intangible property right created or otherwise developed by the Grantee under this Agreement for the Commission shall be handled in the manner specified by the applicable Florida State Statute and/or Federal program requirements.

- iii. **Commission Intellectual Property Rights.** Where activities supported by this Agreement produce original writing, sound recordings, pictorial reproductions, drawings or other graphic representations and works of any similar nature, the Commission and the State of Florida have the unlimited, royalty-free, nonexclusive, irrevocable right to use, duplicate and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to have others acting on behalf of the Commission to do so. If this Agreement is supported by federal funds, the federal awarding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes, and to authorize others to do so.

## **B. Purchase or Improvement of Real Property**

This agreement is for the purchase or improvement of real property, therefore the following terms and conditions apply.

- i. **Federal Funds.** Any Federal funds provided for the purchase of or improvements to real property are subject to the Property Standards of Sections 200.310 - 200.316, and 200.329, OMB Uniform Guidance (2 CFR 200), as amended.
- ii. **Title.** If this agreement is supported by state funds, the Grantee shall comply with Section 287.05805, F.S. This section requires the Grantee to grant a security interest in the property to the State of Florida, the type and details of which are provided for in Attachment A, Scope of Work. Title to state-owned real property remains vested in the state. Title to federally-owned real property remains vested in the Federal government in accordance with the provisions of Section 200.312, OMB Uniform Guidance (2 CFR 200), as amended.
- iii. **Use.** Federally-owned real property will be used for the originally authorized purpose as long as needed for that purpose in accordance with Section 200.311, OMB Uniform Guidance (2 CFR 200). State-owned real property will be used as provided in Attachment A, Scope of Work.

## **C. Non-Expendable Property.** The following provisions apply to the extent that the grant allows the acquisition of non-expendable property.

- i. **Non-Expendable Property Defined.** For the requirements of this section of the Agreement, "non-expendable property" is the same as "property" as defined in Section 273.02, F.S. (equipment, fixtures, and other tangible personal property of a non-consumable and non-expendable nature, with a value or cost of **\$1,000.00** or more, and a normal expected life of one (1) year or more; hardback-covered bound books that are circulated to students or the general public, with a value or cost of **\$25.00** or more; and uncirculated hardback-covered bound books, with a value or cost of **\$250.00** or more).
- ii. **Title to Non-Expendable Property.** Title (ownership) to all non-expendable property acquired with funds from this Agreement shall be vested in the Commission and said property shall be transferred to the Commission upon completion or termination of the Agreement unless otherwise authorized in writing by the Commission or unless otherwise specifically provided for in Attachment A, Scope of Work.

**D. Equipment and Supplies.** The following provisions apply to the extent that the grant allows the acquisition of equipment and supplies.

- i. **Title - Equipment.** Title to equipment acquired under a Federal award will vest upon acquisition in the non-Federal entity in accordance with Sections 200.313 and 200.314, OMB Uniform Guidance (2 CFR 200).
- ii. **Title – Supplies.** Title to supplies will vest in the non-Federal entity upon acquisition. Unused supplies exceeding \$5,000.00 in total aggregate value upon termination or completion of the project or program are subject to Section 200.314, OMB Uniform Guidance.
- iii. **Use – Equipment.** Equipment must be used by the non-Federal entity in the program or project for which it was acquired as long as needed

**14. RELATIONSHIP OF THE PARTIES.**

- A. **Independent Grantee.** The Grantee shall perform as an independent grantee and not as an agent, representative, or employee of the Commission. The Grantee covenants that it presently has no interest and shall not acquire any interest that would conflict in any manner or degree with the performance of services required. Each Party hereto covenants that there is no conflict of interest or any other prohibited relationship between the Grantee and the Commission.
- B. **Grantee Training and Qualifications.** Grantee agrees that all Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification.
- C. **Commission Security.** All employees, subcontractors, or agents performing work under the Agreement must comply with all security and administrative requirements of the Commission. The Commission may conduct, and the Grantee shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by the Grantee. The Commission may refuse access to, or require replacement of, any personnel for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with the Commission's other requirements. Such refusal shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Commission, in coordination with the Grantee, may reject and bar from any facility for cause any of Grantee's employees, subcontractors, or agents.
- D. **Commission Rights to Assign or Transfer.** The Grantee agrees that the State of Florida shall at all times be entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental agency in the State of Florida, upon giving prior written notice to the Grantee.
- E. **Commission Rights to Undertake and Award Supplemental Agreements.** Grantee agrees that the Commission may undertake or award supplemental agreements for work related to the Agreement. The Grantee and its subcontractors shall cooperate with such other Grantees and the Commission in all such cases.

**15. SUBCONTRACTS.**

- A. Authority.** Grantee is permitted to subcontract work under this Agreement, therefore, the following terms and conditions apply. The Grantee shall ensure, and provide assurances to the Commission upon request, that any subcontractor selected for work under this Agreement has the necessary qualifications and abilities to perform in accordance with the terms and conditions of this Agreement. The Grantee must provide the Commission with the names of any subcontractor considered for work under this Agreement; the Commission in coordination with the Grantee reserves the right to reject any subcontractor. The Grantee agrees to be responsible for all work performed and all expenses incurred with the project. Any subcontract arrangements must be evidenced by a written document available to the Commission upon request. The Grantee further agrees that the Commission shall not be liable to the extent allowed by law, to any subcontractor for any expenses or liabilities incurred under the subcontract and the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.
- B. Grantee Payments to Subcontractor.** If subcontracting is permitted pursuant to Paragraph A, above, Grantee agrees to make payments to the subcontractor upon completion of work and submitted invoice in accordance with the contract between the Grantee and subcontractor. Failure to make payment pursuant to any subcontract will result in a penalty charged against Grantee and paid to the subcontractor in the amount of one-half of one percent (0.50%) of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen percent (15%) of the outstanding balance due.”
- C. Commission Right to Reject Subcontractor Employees.** The Commission in coordination with Grantee shall retain the right to reject any of the Grantee’s or subcontractor’s employees whose qualifications or performance, in the Commission’s judgment, are insufficient.
- D. Subcontractor as Independent Contractor.** If subcontracting is permitted pursuant to Paragraph A above, the Grantee agrees to take such actions as may be necessary to ensure that each subcontractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the State of Florida.

**16. MANDATORY DISCLOSURE.** These disclosures are required by State law, as indicated, and apply when this Agreement includes State funding; and by Federal law, as indicated, and apply when the Agreement includes a Federal award.

- A. Disclosure of Interested State Employees and Conflict of Interest.** This Agreement is subject to Chapter 112, F.S. Grantee shall provide the name of any officer, director, employee, or other agent who is affiliated with this project and an employee of the State of Florida. If the Agreement includes a Federal award, then the Agreement is also subject to Section 200.112, OMB Uniform Guidance (2 CFR 200). Grantee must disclose, in writing, any potential conflict of interest to the Commission in accordance with applicable Federal awarding agency policy.
- B. Convicted Vendors.** Grantee shall have a continuing obligation to disclose, to the Commission, in writing, if it, its principals, recipient, subrecipient, contractor, or subcontractor, are on the convicted vendors list maintained by the Florida Department of Management Services pursuant to Section 287.133(3)(d), F.S.
  - i. Convicted Vendor List.** Pursuant to Subsection 287.133(2)(a), F.S., a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not be awarded or perform work as a Grantee, supplier, subcontractor or consultant under a



contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. The State of Florida, Department of Management Services, Division of State Purchasing provides listings for convicted, suspended, discriminatory and federal excluded parties, as well as the vendor complaint list at:

[http://www.dms.myflorida.com/business\\_operations/state\\_purchasing/vendor\\_information/convicted\\_suspended\\_discriminatory\\_complaints\\_vendor\\_lists](http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists)

- ii. **Notice of Conviction of Public Entity Crime.** Any person must notify the Department of Management Services and the Commission, in writing, within thirty (30) days after conviction of a public entity crime applicable to that person or an affiliate of that person as defined in Section 287.133, F.S.

**C. Vendors on Scrutinized Companies List.**

- i. **Scrutinized Companies.** If this Agreement is in the amount of **\$1 million dollars or more**, in executing this Agreement, the Grantee shall have an ongoing obligation to disclose to the Commission if it, its subrecipient, contractor, or subcontractor, is listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S., or is engaged in business operations in Cuba or Syria. Section 287.135, F.S.
- ii. **False Certification – Termination.** Pursuant to Subsection 287.135(3)(b), F.S., the Commission may immediately terminate this Agreement for cause if the Grantee is found to have submitted a false certification or if, during the term of the Agreement, the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engages in business operations in Cuba or Syria.
- iii. **False Certification – Termination Notice.** If the Commission determines that the Grantee has submitted a false certification, the Commission will provide written notice to the Grantee. Unless the Grantee demonstrates in writing, within ninety (90) days of receipt of the notice, that the Commission's determination of false certification was made in error, the Commission shall bring a civil action against the Grantee. If the Commission's determination is upheld, a civil penalty equal to the greater of **\$2,000,000.00** or twice the amount of this Agreement shall be imposed on the Grantee, and the Grantee will be ineligible to bid on any agreement with an agency or local governmental entity for three (3) years after the date of the Commission's determination of false certification by the Grantee.
- iv. **Cessation of Federal Authority.** In the event that federal law ceases to authorize the states to adopt and enforce the contracting prohibition identified in this paragraph, this provision shall be null and void to the extent no longer authorized.

- D. Discriminatory Vendors.** Grantee shall disclose to the Commission, in writing, if they, their subrecipient, contractor, or subcontractor, are on the Discriminatory Vendor List maintained by the Florida Department of Management Services pursuant to Section 287.134(3)(d), F.S. "An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public

entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.” Section 287.134(2)(a), F.S.

- E. Prompt Disclosure of Litigation, Investigations, Arbitration, or Administrative Proceedings.** Throughout the term of the Agreement, the Grantee has a continuing duty to promptly disclose to the Commission’s Grant Manager, in writing, upon occurrence, all civil or criminal litigation, investigations, arbitration, or administrative proceedings (Proceedings) relating to or affecting the Grantee’s ability to perform under this agreement. If the existence of such Proceeding causes the Commission concern that the Grantee’s ability or willingness to perform the Agreement is jeopardized, the Grantee may be required to provide the Commission with reasonable assurances to demonstrate that: a.) the Grantee will be able to perform the Agreement in accordance with its terms and conditions; and, b.) Grantee and/or its employees or agents have not and will not engage in conduct in performing services for the Commission which is similar in nature to the conduct alleged in such Proceeding.
- F. Certain Violations of Federal Criminal Law.** If this agreement includes a Federal award, then in accordance with Section 200.113, OMB Uniform Guidance (2 CFR 200), Grantee must disclose, in a timely manner, in writing to the Commission all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

#### **17. INSURANCE.**

The Grantee warrants and represents that it is insured, or self-insured for liability insurance, in accordance with applicable state law and that such insurance or 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.

- 18. SPONSORSHIP.** As required by Section 286.25, F.S., if any recipient, subrecipient, contractor or subcontractor under this grant is a nongovernmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this Agreement, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: “Sponsored by (Grantee’s name) and the State of Florida, Fish and Wildlife Conservation Commission.” If the sponsorship reference is in written material, the words “State of Florida, Fish and Wildlife Conservation Commission” shall appear in the same size letters or type as the name of the Grantee’s organization. Additional sponsorship requirements may be specified in Attachment A, Scope of Work.

#### **19. PUBLIC RECORDS.**

- A.** This Agreement may be unilaterally canceled by the Commission for refusal by the Grantee to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, F.S., and made or received by the Grantee in conjunction with this Agreement, unless exemption for such records is allowable under Florida law.
- B.** If the Grantee, or other recipient, subrecipient, contractor or subcontractor, meets the definition of “Contractor” in Section 119.0701(1)(a), F.S., the Grantee shall comply with the following:
  - i. Keep and maintain public records that ordinarily and necessarily would be required by the Commission in order to perform the service.
  - ii. Provide the public with access to public records on the same terms and conditions that the Commission would provide the records and at a cost that does not exceed the cost provided in Chapter 119, F.S. or as otherwise provided by law.



- iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- iv. Meet all requirements for retaining public records and transfer, at no cost, to the Commission all public records in possession of the Grantee upon termination of the Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the Commission.

20. **SECURITY AND CONFIDENTIALITY.** The Grantee shall not divulge to third parties any clearly marked confidential information obtained by the Grantee or its agents, distributors, resellers, subcontractors, officers or employees in the course of performing Grant work. To ensure confidentiality, the Grantee shall take appropriate steps regarding its personnel, agents, and subcontractors. The warranties of this paragraph shall survive the Grant.

21. **RECORD KEEPING REQUIREMENTS.**

- A. **Grantee Responsibilities.** The Grantee shall maintain accurate books, records, documents and other evidence that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement, in accordance with generally accepted accounting principles.
- B. **State Access to Grantee Books, Documents, Papers, and Records.** The Grantee shall allow the Commission, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability or authorized representatives of the state or federal government to have access to any of the Grantee's books, documents, papers, and records, including electronic storage media, as they may relate to this Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions.
- C. **Grantee Records Retention.** Unless otherwise specified in Attachment A, Scope of Work, these records shall be maintained for five (5) years following the close of this Agreement. The Grantee shall cooperate with the Commission to facilitate the duplication and transfer of such records upon the Commission's request.
- D. **Grantee Responsibility to Include Records Requirements – Subcontractors.** In the event any work is subcontracted under this Agreement, the Grantee shall include the aforementioned audit and record keeping requirements in all subsequent contracts.
- E. **Compliance with Federal Funding Accountability and Transparency.** Any federal funds awarded under this Agreement must comply with the Federal Funding Accountability and Transparency Act (FFATA) of 2006. The intent of the FFATA is to empower every American with the ability to hold the government accountable for each spending decision. The result is to reduce wasteful spending in the government. The FFATA legislation requires that information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website: <http://www.USASpending.gov>. Grant recipients awarded a new Federal grant greater than or equal to \$25,000.00 awarded on or after October 1, 2010 are subject to the FFATA. The Grantee agrees to provide the information necessary, over the life of this Agreement, for the Commission to comply with this requirement.

22. **FEDERAL AND FLORIDA SINGLE AUDIT ACT REQUIREMENTS.** Pursuant to the FSAA (or Federal) Vendor / Recipient Determination Checklist, the Grantee has been determined to be a recipient of state



financial assistance and/or a subrecipient of a federal award. Therefore, pursuant to Section 215.97, F.S. and/or OMB Uniform Guidance (2 CFR 200), the Grantee may be subject to the audit requirements of the Florida and/or Federal Single Audit Acts. If applicable, the Grantee shall comply with the audit requirements outlined in Attachment C, "Requirements of the Federal and Florida Single Audit Acts," attached hereto and made a part of the Agreement, as applicable.

- 23. FEDERAL FUNDS.** This Agreement relies on federal funds, therefore, the following terms and conditions apply:
- A. Prior Approval to Expend Federal Funds to Federal Agency or Employee.** The Grantee shall be responsible for complying with all federal grant requirements as provided in its grant, a copy of which is attached hereto and made a part hereof as Attachment D. It is understood and agreed that the Grantee is not authorized to expend any federal funds under this Agreement to a federal agency or employee without the prior written approval of the awarding federal agency.
  - B. Compliance with Federal Laws, Rules and Regulations.** As applicable, the Grantee shall comply with all federal laws, rules, and regulations, including but not limited to:
    - i. Equal Employment Opportunity.** Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60). Section 200.326 and Appendix II, OMB Uniform Guidance (2 CFR 200), Applicable, except as otherwise provide under 41 CFR Part 60, to any grant, contract, loan, insurance, or guarantee involving Federal assisted construction.
    - ii. Davis-Bacon Act.** The Davis-Bacon Act, 40 U.S.C. 3141-3148, as supplemented by Department of Labor regulations at 29 CFR Part 5. Appendix II, OMB Uniform Guidance (2 CFR 200). Applicable to contractors and subcontractors performing on federally funded or assisted contracts in excess of \$2,000.00 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works. Under this Act, contractors and subcontractors must pay their laborers and mechanics employed under the contract no less than the locally prevailing wages and fringe benefits for corresponding work on similar projects in the area.
    - iii. Copeland "Anti-Kickback Act.** The Copeland "Anti-Kickback" Act, 40 U.S.C. 3141-3148, and 3146-3148, as supplemented by Department of Labor regulations (29 CFR Part 5), Appendix II, OMB Uniform Guidance (2 CFR 200). Applicable to contracts awarded by a non-Federal entity in excess of \$100,000.00 that involve employment of mechanics or laborers. Under this Act, contractors and subrecipients are prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.
    - iv. Contract Work Hours and Safety Standards Act.** Sections 103 and 107 of the Agreement Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5). Appendix II, OMB Uniform Guidance (2 CFR 200). Applicable to construction agreements awarded by grantees and subgrantees in excess of \$2,000.00, and in excess of \$2,500.00 for other agreements which involve the employment of mechanics or laborers. Under this Act, contractors and subcontractors must compute wages of mechanics and laborers (workers) on the basis of a standard forty (40) hour work week; provide workers no less than time and a half for hours worked in excess of the forty (40) hour work week; and not require workers to work in surroundings or work conditions that are unsanitary, hazardous, or dangerous.

- v. **Rights to Inventions Made Under a Contract or Agreement.** 37 CFR 401. If the Federal award meets the definition of “funding agreement” under 37 CFR 401.2(a) and the recipient or Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under the “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Appendix II, OMB Uniform Guidance (2 CFR 200).
- vi. **Clean Air Act and Water Pollution Control Act.** All applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. 7401-7671q), and the Water Pollution Control Act (33 U.S.C. 1251-1387, as amended). Appendix II, OMB Uniform Guidance (2 CFR 200).
- vii. **Energy Efficiency.** Mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871). Appendix II, OMB Uniform Guidance (2 CFR 200).
- viii. **Drug-Free Workplace.** Pursuant to the Drug-Free Workplace Act of 1988, and its implementing regulations codified at 29 CFR Part 94, the Grantee will provide a drug-free workplace.
- ix. **Trafficking Victims Protection Act of 2000.** This federal award is subject to the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104(g), 2 CFR 175.15). As such, the awarding federal agency may unilaterally terminate this award without penalty for violations of this Act. If any recipient, subrecipient, contractor or subcontractor under this grant is a private entity, the following provision applies to the federal award:
  - 1. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not—
    - a. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
    - b. Procure a commercial sex act during the period of time that the award is in effect; or
    - c. Use forced labor in the performance of the award or subawards under the award.
- x. **Debarment and Suspension.**
  - 1. **Grantee Federal Certification.** In accordance with Federal Executive Order 12549, Debarment and Suspension, the Grantee shall agree and certify that neither it, nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency; and, that the Grantee shall not knowingly enter into any lower tier agreement, or other covered transaction, with a person who is similarly debarred or suspended from participating in this covered transaction.

**xi. Prohibition against Lobbying.**

- 1. Grantee Certification – Payments to Influence.** The Grantee certifies that no Federal appropriated funds have been paid or will be paid, on or after December 22, 1989, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding, renewal, amending or modifying of any Federal agreement, grant, or cooperative agreement. If any non-federal funds are used for lobbying activities as described above in connection with this Agreement, the Grantee shall submit Standard Form-LLL, "Disclosure Form to Report Lobbying", and shall file quarterly updates of any material changes. The Grantee shall require the language of this certification to be included in all subcontracts, and all subcontractors shall certify and disclose accordingly.
- 2. Grantee – Refrain from Subcontracting with Certain Organizations.** Pursuant to the Lobbying Disclosure Act of 1995, the Grantee agrees to refrain from entering into any subcontracts under this Agreement with any organization described in Section 501(c)(4) of the Internal Revenue Code of 1986, unless such organization warrants that it does not, and will not, engage in lobbying activities prohibited by the Act as a special condition of the subcontract.
- 3. Prohibition against Using Agreement Funds for the Purpose of Lobbying.** In accordance with Section 216.347, F.S., 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. Upon request of the Commission's Inspector General, or other authorized State official, the Grantee shall provide any type of information the Inspector General deems relevant to the Grantee's integrity or responsibility.

- xii. Lacey Act, 16 U.S.C 3371-3378.** This Act prohibits trade in wildlife, fish and plants that have been illegally taken, possessed, transported or sold.
- xiii. Magnuson-Stevens Fishery Conservation and Management Act, 16 U.S.C. 1801-1884.** This Act governs marine fisheries in Federal waters.
- xiv. Migratory Bird Treaty Act, 16 U.S.C. 703-712.** The Act prohibits anyone, unless permitted, to pursue, hunt, take, capture, kill, attempt to take, capture or kill, possess, offer for sale, sell, offer to purchase, deliver for shipment, ship, cause to be shipped, deliver for transportation, transport, cause to be transported, carry or cause to be carried by any means whatsoever, receive for shipment, transport of carriage, or export, at any time, or in any manner, any migratory bird, or any part, nest, or egg of such bird.
- xv. Endangered Species Act, 16 U.S.C. 1531, et seq.** The Act provides a program for the conservation of threatened and endangered plants and animals and the habitat in which they are found. The Act also prohibits, unless approved or exempt, any action that causes a "taking" of any listed species of endangered fish or wildlife. Also generally prohibited are the import, export, interstate, and foreign commerce of listed species.

- C. **Compliance with Office of Management and Budget Circulars.** As applicable, Grantee shall comply with the following Office of Management and Budget (OMB) Uniform Guidance (2 CFR 200).

**24. AGREEMENT-RELATED PROCUREMENT.**

- A. **PRIDE.** In accordance with Section 946.515(6), F.S., if a product or service required for the performance of this Agreement is certified by or is available from Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE) and has been approved in accordance with Subsection 946.515(2), F.S., the following statement applies:

It is expressly understood and agreed that any articles which are the subject of, or required to carry out, under this contract shall be purchased from [PRIDE] In the same manner and under the same procedures set forth in subsections 946.515(2) and (4), F.S.; and for purposes of this contract the person, firm or other business entity carrying out the provisions of this contract shall be deemed to be substituted for this agency insofar as dealings with such corporation are concerned.

The above clause is not applicable to subcontractors unless otherwise required by law. Additional information about PRIDE and the products it offers is available at <http://www.pride-enterprises.org>.

- B. **Respect of Florida.** In accordance with Subsection 413.036(3), F.S., if a product or service required for the performance of this Agreement is on the procurement list established pursuant to Subsection 413.035(2), F.S., the following statement applies:

It is expressly understood and agreed that any articles that are the subject of, or required to carry out, under this contract shall be purchased from a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to Chapter 413, F.S., in the same manner and under the same procedures set forth in Subsections 413.036(1) and (2), F.S.; and for purposes of this agreement, the person, firm or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the state agency insofar as dealings with such qualified nonprofit agency are concerned.

Additional information about the designated nonprofit agency and the products it offers is available at <http://www.respectofflorida.org>.

- C. **Procurement of Recycled Products or Materials.** The Grantee agrees to procure any recycled products or materials which are the subject of or are required to carry out this Agreement in accordance with Section 403.7065, F.S.

**31. PROFESSIONAL SERVICES.**

- A. **Architectural, Engineering, Landscape Architectural, or Survey and Mapping.** If this Agreement is for the acquisition of professional architectural, engineering, landscape architectural, or surveying and mapping services, and is therefore subject to Section 287.055, F.S., the following provision applies:

The architect (or registered surveyor and mapper or professional engineer, as applicable) warrants that he or she has not employed or retained any company or

person, other than a bona fide employee working solely for the architect (or registered surveyor and mapper, or professional engineer, as applicable) to solicit or secure this contract and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the architect (or registered surveyor and mapper or professional engineer, as applicable) any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this contract.

**B. Termination for Breach.** For the breach or violation of this provision, the Commission shall have the right to terminate the Agreement without liability and, at its discretion, to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

**32. INDEMNIFICATION.** If the Grantee is a state agency or subdivision, as defined in Subsection 768.28(2), F.S., pursuant to Subsection 768.28(19), F.S., neither Party indemnifies nor insures the other Party for the other Party's negligence. If the Grantee is not a state agency or subdivision as defined above, the Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and the Commission, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by the Grantee, its agents, employees, partners, or subcontractors, provided, however, that the Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or the Commission.

**33. NON-DISCRIMINATION.**

**A. Non-Discrimination in Performance.** 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. Discriminatory Vendor List.** In accordance with Section 287.134, F.S., an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity. The Grantee has a continuing duty to disclose to the Commission whether they appear on the discriminatory vendor list.

**34. SEVERABILITY, CHOICE OF LAW, AND CHOICE OF VENUE.** 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 in connection herewith, in law or equity, shall be brought in Leon County, Florida, to the exclusion of all other lawful venues.

**35. NO THIRD PARTY RIGHTS.** The Parties hereto do not intend nor shall this Agreement be construed to grant any rights, privileges or interest to any person not a Party to this Agreement.



36. **JURY TRIAL WAIVER.** As part of the consideration for this Agreement, the Parties hereby waive trial by jury in any action or proceeding brought by any Party against any other Party pertaining to any matter whatsoever arising out of or in any way connected with this Agreement, or with the products or services provided under this Agreement, including but not limited to any claim by the Grantee of *quantum meruit*.
37. **PROHIBITION OF UNAUTHORIZED ALIENS.** In accordance with federal Executive Order 96-236, the Commission shall consider the employment by the Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationalization Act. Such violation shall be cause for unilateral cancellation of this Agreement if the Grantee knowingly employs unauthorized aliens.
38. **EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY).**
- A. **Requirement to Use E-Verify.** Executive Order 11-116, signed May 27, 2011, by the Governor of Florida, requires Commission contracts in excess of nominal value to expressly require the Grantee to: 1.) utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Grantee during the contract term; and, 2.) include in all subcontracts under this Agreement, the requirement that subcontractors performing work or providing services pursuant to this contract utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of the subcontract.
  - B. **E-Verify Online.** E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States after the effective date of the required Memorandum of Understanding (MOU); the responsibilities and elections of federal contractors, however, may vary, as stated in Article II.D.1.c. of the MOU. There is no charge to employers to use E-Verify. The Department of Homeland Security's E-Verify system can be found online at [http://www.dhs.gov/files/programs/gc\\_1185221678150.shtm](http://www.dhs.gov/files/programs/gc_1185221678150.shtm)
  - C. **Enrollment in E-Verify.** If the Grantee does not have an E-Verify MOU in effect, the Grantee must enroll in the E-Verify system prior to hiring any new employee after the effective date of this Agreement.
  - D. **E-Verify Recordkeeping.** The Grantee further agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the Commission or other authorized state entity consistent with the terms of the Grantee's enrollment in the program. This includes maintaining a copy of proof of the Grantee's and subcontractors' enrollment in the E-Verify Program (which can be accessed from the "Edit Company Profile" link on the left navigation menu of the E-Verify employer's homepage).
  - E. **Employment Eligibility Verification.** Compliance with the terms of the Employment Eligibility Verification provision is made an express condition of this Agreement and the Commission may treat a failure to comply as a material breach of the Agreement.
39. **FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE.** Neither Party shall be liable to the other for any delay or failure to perform under this Agreement if such delay or failure is neither the fault nor the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party's control, or for any of the foregoing that affects subcontractors or suppliers if no alternate source of supply is available. However, in the event of delay from the foregoing causes, the Party shall take all reasonable

measures to mitigate any and all resulting delay or disruption in the Party's performance obligation under this Agreement. If the delay is excusable under this paragraph, the delay will not result in any additional charge or cost under the Agreement to either Party. In the case of any delay the Grantee believes is excusable under this paragraph, Grantee shall notify the Commission's Grant Manager in writing of the delay or potential delay and describe the cause of the delay either: (1) within ten (10) calendar days after the cause that creates or will create the delay first arose, if the Grantee could reasonably foresee that a delay could occur as a result; or (2) within five (5) calendar days after the date Grantee first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. **THE FOREGOING SHALL CONSTITUTE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. The Commission, in its sole discretion, will determine if the delay is excusable under this paragraph and will notify the Grantee of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against the Commission. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from the Commission for direct, indirect, consequential, impact, or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist, the Grantee shall perform at no increased cost, unless the Commission determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to the Commission or the State, in which case, the Commission may terminate the Agreement in whole or in part.

40. **ENTIRE AGREEMENT.** This Agreement with all incorporated attachments and exhibits 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, and duly signed by each of the Parties hereto, unless otherwise provided herein. In the event of conflict, the following order of precedence shall prevail; this Agreement and its attachments, the terms of the solicitation and the Grantee's response to the solicitation.

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**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be executed through their duly authorized signatories on the day and year last written below.

**ESCAMBIA COUNTY BOARD OF COUNTY  
COMMISSIONERS**

**FLORIDA FISH AND WILDLIFE  
CONSERVATION COMMISSION**

\_\_\_\_\_  
SIGNATURE

Name: Grover C. Robinson, IV, Chairman

Title: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTEST:** PAM CHILDERS  
Clerk of the Circuit Court  
\_\_\_\_\_  
Deputy Clerk

Approved as to form and legality by FWC Attorney:

\_\_\_\_\_  
SIGNATURE

Approved as to form and legal  
sufficiency.

By/Title: K. Alcala  
Date: 1/7/16

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Attachments in this Agreement include the following:

Attachment	A	Scope of Work
Attachment	B	Certifications and Assurances
Attachment	C	Requirements of the Federal and Florida Single Audit Acts
Attachment	D	Copy of Federal Grant Award FL F-F16AF00135
Attachment	E	Sample Site Dedication Form
Attachment	F	Cost Rembursement Contract Payment Requirements
Attachment	G	Sample Invoice Form
Attachment	H	Project Progress Report Form
Attachment	I	Certification of Completion Form
Attachment	J	50 CFR, Part 80

## Attachment A – SCOPE OF WORK

<b>Project Name:</b>	Perdido Bay Public Boat Launch Facility	<b>FWC Contract No.</b>	14097
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### 1. INTRODUCTION

- A. Purpose:** The purpose of this project is to begin the planning and engineering for a new boating facility on Perdido Bay to include a single lane public boat ramp with boarding docks and a minimum of 24 boat trailer parking spaces.
- B. Project Benefits:** The proposed boat ramp will greatly increase access for the residents in the county as well as visiting boaters.

### 2. PROJECT DESCRIPTION

- A. Term of Agreement:** The term of the Agreement includes two phases: Phase I, Project Construction, and Phase II, Project Site Management. During Phase I, the Escambia County Board of County Commissioners (Grantee) shall complete the tasks and provide the deliverables described in this Scope of Work. **All Phase I tasks described herein must be completed by December 31, 2016.** During Phase II, which includes the remaining term of the Agreement, the Grantee shall maintain the project site as a recreational boating access facility open to the public on a first-come, first-served basis.
- B. Deliverable(s):** The Grantee shall provide preliminary engineering plans, final engineering plans, and copies of all permit applications or, if available, final action by the permitting agency.
- C. Tasks:** The Grantee shall provide all labor, equipment and materials to complete the following tasks:
  - Task 1 – Surveying: Complete a boundary survey, a topographic survey, and a bathymetric survey for the project area
  - Task 2 – Preliminary Design: Complete preliminary design plans for the boat ramp, boarding dock, parking lot, access road, and pedestrian walkway and submit to the Commission for review
  - Task 3 – Final Design: Upon Commission approval of preliminary design, complete final design plans
  - Task 4 – Permitting: Submit applications for both State and Federal permits and provide copies to the Commission.

### 3. PERFORMANCE

- A. Commencement of Work:** The Grantee shall commence work on Phase I of the Project within 90 days of execution of the Agreement. Failure by the Grantee to begin work shall constitute a breach of the Agreement and may result in termination of the Agreement by the Commission.
- B. Criteria for Evaluating Successful Completion:** The Grantee shall complete the project as described in this Scope of Work and Florida Boating Improvement Program Application 14-016, incorporated herein by reference, according to the approved bid specifications. Failure to complete the project in a satisfactory manner could result in financial consequences as specified herein.

## Attachment A – SCOPE OF WORK

<b>Project Name:</b>	Perdido Bay Public Boat Launch Facility	<b>FWC Contract No.</b>	14097
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- C. Procurement:** The Grantee shall procure goods and services through a competitive solicitation process in accordance with Chapter 287, Florida Statutes. The Grantee shall forward one copy of any solicitation to the Commission's Grant Manager for review prior to soliciting for quotations or commencing any work. The Commission's Grant Manager shall have 30 working days for review. This review shall ensure that minimum guidelines for the Project's scope of work are adhered to. The Grantee shall forward one copy of the bid tabulation, or similar list of responses to the solicitation, along with the award recommendation to the Commission's Grant Manager
- D. Acknowledgement:** Upon completion of Phase I construction, the Grantee, at its expense, shall purchase, erect and maintain a permanent sign, not less than three (3) feet by four (4) feet in size, displaying the Commission's logo acknowledging the Commission and the Florida Boating Improvement Program as a funding source for the Project. Any other form of acknowledgement must be approved by the Commission's Grant Manager. Such acknowledgement shall be maintained for the duration of the Agreement. Failure by the Grantee to maintain such acknowledgement shall be considered a breach of the Agreement. The Grantee shall provide a draft copy of the acknowledgement sign for approval by the Commission prior to displaying on site.
- E. Directional Signs:** The Grantee, at its expense, shall purchase, erect and maintain directional signs, approved by the Commission, on main public highways to direct public users to each boating facility funded through the Program regardless of which phase(s) the Program funded. The Grantee agrees to provide and maintain such signs at its expense for the duration of the Agreement. Failure by the Grantee to erect and maintain such signs shall be considered a breach of the Agreement. This requirement can be waived by the Commission's Grant Manager, in writing, if the Grantee receives a written denial from the Florida Department of Transportation for the installation of the signs.
- F. Engineering:** If applicable, all engineering must be completed by a professional engineer or architect registered in the State of Florida. All work must meet or exceed minimum design standards and guidelines established by all applicable local, state and federal laws.
- G. Site Dedication:** The Grantee agrees to dedicate the Project site as a boat access facility for the use and benefit of the public for the duration of the Agreement. Such dedication must occur before any grant funds are reimbursed. A Site Dedication Form is included as Attachment E as an example for form and content. Land under control other than by ownership by the Grantee (i.e. lease, management agreement, cooperative agreement, inter-local agreement or other similar instrument) shall be managed by the Grantee as a boat access facility for the duration of the Agreement. Title to all improvements shall be retained by the Grantee upon final payment by the Commission.

Should the Grantee convert all or any part of the Project to other than Commission approved uses within the term of the Agreement, the Grantee shall replace the area, facilities, resource or site at its own expense with a project acceptable to the Commission of comparable scope and quality. In the event the Project is converted to use for other purposes during this period and not replaced with a like project acceptable to the Commission, the Grantee agrees to return to the Commission all funds tendered for the original Project.

## Attachment A – SCOPE OF WORK

<b>Project Name:</b>	Perdido Bay Public Boat Launch Facility	<b>FWC Contract No.</b>	14097
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Site dedication survives any contract termination. If mutually agreed upon by both parties in writing the site dedication may be rescinded. The Commission shall waive the site dedication requirement if no program funds were dispersed.

- H. Phase II, Project Site Management:** During Phase II, the Grantee shall provide and be responsible for any and all costs associated with the ordinary and routine operations and maintenance of the project site, including any and all personnel, equipment or service and supplies costs beyond the costs approved for reimbursement in Phase I of this Agreement.

### 4. FINANCIAL CONSEQUENCES

Pursuant to 215.971(1)(c), Florida Statutes, the Commission will withhold payment of Program funds for failure to complete the Project as described herein within the timeframe allowed for Phase I, or for failure to correct any Project deficiencies, as noted in the final Project inspection.

During Phase II of the Project, the Grantee shall repay any Program funds received for Phase I for failure to maintain the Project site as a public boating access facility according to the terms and conditions herein for the duration of the Agreement.

### 5. COMPENSATION AND PAYMENT

- A. Compensation:** For satisfactory completion of the tasks described in this Scope of Work, by the Grantee under the terms of this Agreement, the Commission shall pay the Grantee on a cost reimbursement basis in an amount not to exceed \$150,000. **The Grantee shall be reimbursed only for budgeted expenses incurred during the term of Phase I of the Agreement that are directly related to the project.** There is no monetary compensation during Phase II.
- B. Cost Share:** The Grantee agrees to provide 29% of the total cost for Phase I of the project as indicated in FBIP Grant Application No. 14-016. The total compensation by the Commission shall be \$150,000 or 71% of the total cost for Phase I, whichever is less.
- C. Travel Expenses:** No travel expenses are authorized under the terms of this agreement.
- D. Invoice Schedule:** The Grantee will submit one request for reimbursement within 30 days after completion of the Phase I tasks, as described herein, and acceptance of deliverables in writing by the Commission's Grant Manager. The Commission shall have 45 working days to inspect and approve goods and services.
- E. Forms and Documentation:** The Grantee shall be reimbursed on a cost reimbursement basis in accordance with Comptroller Contract Payment Requirements as shown in the Department of Financial Services, Bureau of Accounting and Auditing, Voucher Processing Handbook, Chapter 4., C., I., attached hereto and made a part hereof as Attachment F.

The request for reimbursement shall include an invoice in a format similar to Attachment G, Sample Invoice Form, which shall include the FWC Contract Number, the Grantee's Federal Employer Identification (FEID) Number, and indicate the dates of service. The invoice shall be accompanied by a Certification of Completion, photographs to document project completion, an

## Attachment A – SCOPE OF WORK

<b>Project Name:</b>	<b>Perdido Bay Public Boat Launch Facility</b>	<b>FWC Contract No.</b>	<b>14097</b>
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itemized list of all project expenditures, and copies of invoices and cancelled checks or check numbers to document payment for all project expenditures.

### 6. MONITORING

- A. Compliance Monitoring and Corrective Actions:** The Commission will monitor the Grantee's service delivery to determine if the Grantee has achieved the required level of performance. If the Commission at its sole discretion determines that the Grantee failed to meet any of the Terms and Conditions of this Agreement, the Grantee will be sent a formal written notice. The Grantee shall correct all identified deficiencies within forty-five (45) days of notice. Failure to meet 100% compliance with all of the Terms and Conditions of this Agreement or failure to correct the deficiencies identified in the notice within the time frame specified may result in delays in payment or termination of this Agreement in accordance with the Termination section.
- B. Site Inspections:** The Commission may inspect the Project site prior to and, if applicable, during the construction of the Project. The Grantee shall notify the Commission's Grant Manager when the Project has reached substantial completion so that inspection may occur in a timeframe allowing for the timely submission and processing of the final invoice. The Commission's Grant Manager, or designee, shall inspect the work accomplished on the Project and, if deemed complete and in compliance with the terms of the Agreement, approve the request for payment.

The Grantee shall allow unencumbered access to the Project site to the Commission, its employees or agent for the duration of the Agreement for the purpose of site visit or inspection to verify the facility is being maintained, in operation and is open and available to the public. As part of the inspection, the Commission may request maintenance and use information from the Grantee to validate the condition of the facility.

- C. Project Progress Reports:** The Grantee shall submit to the Commission, on a quarterly basis, project progress reports outlining the progress of the Project, identifying any problems that may have arisen, and actions taken to correct such problems. Such reports shall be submitted on the Project Progress Report Form attached hereto and made a part hereof as Attachment H. Reports are due to the Commission's Grant Manager by the 15<sup>th</sup> of the month immediately following the reporting period until the Certification of Completion is submitted.

### 7. INTELLECTUAL PROPERTY RIGHTS

No additional requirements. Refer to Section 13 of the Agreement.

### 8. SUBCONTRACTS

No additional requirements. Refer to Section 15 of the Agreement.

### 9. INSURANCE

No additional requirements. Refer to Section 17 of the Agreement.

## Attachment A – SCOPE OF WORK

<b>Project Name:</b>	Perdido Bay Public Boat Launch Facility	<b>FWC Contract No.</b>	14097
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### 10. SECURITY AND CONFIDENTIALITY

No additional requirements. Refer to Section 20 of the Agreement.

### 11. RECORD KEEPING REQUIREMENTS

No additional requirements. Refer to Section 21 of the Agreement.

### 12. NON-EXPENDABLE PROPERTY

The Grantee is not authorized to use funds provided herein for the purchase of any non-expendable equipment or personal property valued at \$1,000 or more for performance under this Agreement.

### 13. PURCHASE OR IMPROVEMENT OF REAL PROPERTY

Refer to Section G, Site Dedication, above in Section 3, Performance.

### 14. SPECIAL PROVISIONS FOR CONSTRUCTION CONTRACTS

- A. Certificate of Completion:** Upon completion of Phase I, the Grant Manager for the Grantee shall sign a Certification of Completion form, Attachment I, attached hereto and made a part hereof, that certifies the Project was completed in accordance with the Scope of Work and the Agreement.
- B. Fees:** The Commission reserves the right to review and approve any and all fees proposed for grant project sites, funded in whole or in part by this Program, for the term of the Agreement to ensure that excess collection does not occur and that funds collected are not reallocated or diverted to any non-boating access related purpose.

**CERTIFICATIONS AND ASSURANCES**

The Commission will not enter this Agreement unless Grantee completes, signs and returns to the Commission, the CERTIFICATIONS AND ASSURANCES contained in this Attachment. In performance of this Agreement, Grantee, through its duly authorized representative, certifies that it has read and provides the certifications and assurances below; and acknowledges it has an ongoing obligation to give written notice to the Commission, within a reasonable time, following any change in status regarding these certifications and assurances.

**Part I: State Certifications and Assurances.**  
**If this Agreement is supported by State funding,**  
**then the following Certifications and Assurances apply.**

- A. Interested State Employees, Chapter 112, F.S.** Grantee certifies to the best of its knowledge, that none of its officers, directors, employees or other agents is also an employee of the State of Florida who owns, directly or indirectly, an interest of five percent (5%) or more in the Grantee or its affiliates.
- B. Conflict of Interest, Section 200.112, OMB Uniform Guidance (2 CFR 200).** If this Agreement includes a Federal award, Grantee certifies that neither it, its principals, or agents, have a conflict of interest with either the Commission or the Federal awarding agency.
- C. Convicted Vendors, Section 287.133, F.S.** Grantee certifies that it, its principals, recipients, subrecipients, contractors, and subcontractors, are not on the Convicted Vendors List as maintained by the Department of Management Services, pursuant to Section 287.133(3)(d), F.S.
- D. Scrutinized Companies List, Sections 287.135 and 215.473, F.S.** If this Agreement is in the amount of \$1 million or more, Grantee certifies that to the best of its knowledge, it, its principals, recipients, subrecipients, contractors, and subcontractors are not:
  - a. On the Scrutinized Companies with Activities in Sudan List;
  - b. On the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or
  - c. Engaged with business operations in Cuba or Syria.
- E. Discriminatory Vendors, Section 287.134, F.S.** Grantee certifies that it, its principals, recipients, subrecipients, contractors and subcontractors are not on the Discriminatory Vendors List maintained by the Florida Department of Management Services pursuant to Section 287.134(3)(d), F.S.
- F. Litigation, Investigations, Arbitration, or Administrative Proceedings.** Grantee certifies that it, its principals and agents, are not engaged in any civil or criminal litigation investigations, arbitration, or administrative proceedings relating to or affecting the Grantee's ability to perform under this Agreement.

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**Part II: Federal Certifications and Assurances.**  
**If this Agreement is supported by Federal funding,**  
**then the following Certifications and Assurances apply.**

- A. Equal Employment Opportunity.** Grantee certifies that to the best of its knowledge, it, its principals, agents, recipients, subrecipients, contractors and subcontractors, are in compliance with the Equal Employment Opportunity requirements contained in Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60).
- B. Davis-Bacon Act.** Grantee certifies that to the best of its knowledge, it, its principals, agents, recipients, subrecipients, contractors and subcontractors, are in compliance with the Davis-Bacon Act 40 U.S.C. 3141-3148, as supplemented by Department of Labor regulations at 29 CFR Part 5.
- C. Copeland "Anti-Kickback Act."** Grantee certifies that to the best of its knowledge, it, its principals, agents, recipients, subrecipients, contractors and subcontractors, are in compliance with the Copeland "Anti-Kickback" Act, 40 U.S.C. 3141-3148, and 3146-3148, as supplemented by Department of Labor regulations (29 CFR Part 5).
- D. Contract Work Hours and Safety Standards Act.** Grantee certifies that to the best of its knowledge, it, its principals, agents, recipients, subrecipients, contractors and subcontractors, are in compliance with the Contract Work House and Safety Standards Act, Sections 103 and 107 of the Agreement Work Hours and Safety Standards Act (40 U.S.C. 3702 and 3704) as supplemented by Department of Labor regulations (29 CFR part 5).
- E. Rights to Inventions Made Under a Contract or Agreement.** Grantee assures that it, its principals, agents, recipients, subrecipients, contractors and subcontractors, will comply with the requirements of the "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements", 37 CFR Part 401.
- F. Clean Air Act and Water Pollution Control Act.** Grantee assures that it, its principals, agents, recipients, subrecipients, contractors and subcontractors, will comply with the requirements of the Clean Air Act, 42 U.S.C. 7401-7671q, and the Water Pollution Control Act, 33 U.S.C. 1251-1387, as amended.
- G. Energy Efficiency.** Grantee assures that it, its principals, agents, recipients, subrecipients, contractors and subcontractors, will comply with the requirements of the mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act, Pub. L. 94-163, 89 Stat. 871.
- H. Drug-Free Workplace.** Grantee assures that it, its principals, agents, recipients, subrecipients, contractors and subcontractors, will comply with the requirements of the Drug-Free Workplace Act of 1988, and its implementing regulations codified at 29 CFR Part 94.
- a. Pursuant to the Drug-Free Workplace Act of 1988, the undersigned attests and certifies that the Grantee (if not an individual) will provide a drug-free workplace by the following actions:
1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in Grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.



2. Establishing an ongoing drug-free awareness program to inform employees concerning:
    - i. The dangers of drug abuse in the workplace.
    - ii. The policy of maintaining a drug-free workplace.
    - iii. Any available drug counseling, rehabilitation and employee assistance programs.
    - iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
  3. Making it a requirement that each employee to be engaged in the performance of the Agreement be given a copy of the statement required by paragraph Part II, H.a.1 of this certification.
  4. Notifying the employee in the statement required by paragraph Part II, H.a.1 of this certification that, as a condition of employment under the Agreement, the employee will:
    - i. Abide by the terms of the statement.
    - ii. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction.
  5. Notifying the Commission in writing ten (10) calendar days after receiving notice under subparagraph Part II, H.a.4.b from an employee or otherwise receiving actual notice of such conviction. Provide such notice of convicted employees, including position title, to every Grant Manager on whose Grant activity the convicted employee was working. The notice shall include the identification number(s) of each affected Contract or Grant.
  6. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph Part II, H.a.4.b. herein, with respect to any employee who is so convicted:
    - i. 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.
    - ii. Requiring such employee to participate satisfactorily in drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local, health, law enforcement, or other appropriate agency.
  7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of this entire certification.
- b. If the Grantee is an individual, the Grantee certifies that:
1. As a condition of the grant, Grantee will not engage in the unlawful *manufacture*, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and,
  2. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, Grantee will report the conviction, in writing, within 10 calendar days of the conviction, to the Commission When notice is made to such a central point, it shall include the identification number(s) of each affected grant.
- I. Trafficking Victims Protection Act of 2000.** Grantee assures that it, its principals, agents, recipients, subrecipients, contractors and subcontractors, will comply with the requirements of the Trafficking Victims Protection Act of 2000, as amended, 22 U.S. C. 7104(g), 2 CFR 175.15.



- J. Debarment and Suspension.** In accordance with Federal Executive Order 12549, Debarment and Suspension, the Grantee certifies that neither it, nor its principals, or agents, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency; and, that the Grantee shall not knowingly enter into any lower tier agreement, or other covered transaction, with a person who is similarly debarred or suspended from participating in this covered transaction.
- K. Prohibition against Lobbying.** If Grantee is unable to certify to any of the statements in this certification, Grantee shall attach an explanation to this Agreement.
- a. **Grantee Certification – Payments to Influence.** The Grantee certifies that no Federal appropriated funds have been paid or will be paid, on or after December 22, 1989, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding, renewal, amending or modifying of any Federal agreement, grant, or cooperative agreement. If any non-federal funds are used for lobbying activities as described above in connection with this Agreement, the Grantee shall submit Standard Form-LLL, "Disclosure Form to Report Lobbying", and shall file quarterly updates of any material changes. The Grantee shall require the language of this certification to be included in all subcontracts, and all subcontractors shall certify and disclose accordingly.
  - b. **Grantee – Refrain from Subcontracting with Certain Organizations.** Pursuant to the Lobbying Disclosure Act of 1995, the Grantee agrees to refrain from entering into any subcontracts under this Agreement with any organization described in Section 501(c)(4) of the Internal Revenue Code of 1986, unless such organization warrants that it does not, and will not, engage in lobbying activities prohibited by the Act as a special condition of the subcontract.
- L. Lacey Act; Magnuson-Stevens Fishery Conservation and Management Act; Migratory Bird Treaty Act; and Endangered Species Act.** Grantee certifies that to the best of its knowledge, it, its principals, agents, recipients, subrecipients, contractors and subcontractors, are in compliance with, and gives its assurance that said parties will continue to remain in compliance with the Lacey Act, 16 U.S.C. 3371-3378; Magnuson-Stevens Fishery Conservation and Management Act, 16 U.S.C. 1801-1884; Migratory Bird Treaty Act, 16 U.S.C. 703-712; and Endangered Species Act, 16 U.S.C. 1531, et seq.

By signing below, Grantee certifies the representations outlined above are true and correct.

ESCAMBIA COUNTY  
BOARD OF COUNTY COMMISSIONERS

Approved as to form and legal  
sufficiency.

By/Title: [Signature]  
Date: 1/7/10

(Signature and Title of Authorized Representative)

Grover C. Robinson, IV, Chairman

Grantee

Date

221 Palafox Place

(Street)

Pensacola, FL 32502

(City, State, ZIP Code)

PAM CHILDERS  
ATTEST: Clerk of the Circuit Court  
\_\_\_\_\_  
Deputy Clerk

## AUDIT REQUIREMENTS

The administration of resources awarded by the Florida Fish and Wildlife Conservation Commission (Commission) to the Grantee may be subject to audits and/or monitoring by the Commission as described in Part II of this attachment regarding State funded activities. If this Agreement includes a Federal award, then Grantee will also be subject to the Federal provisions cited in Part I. If this Agreement includes both State and Federal funds, then all provisions apply.

## MONITORING

In addition to reviews of audits conducted in accordance with Sections 200.500-200.521, Uniform Guidance: Cost Principles, Audit, and Administrative Requirements for Federal Awards (2 CFR 200), as revised, hereinafter "OMB Uniform Guidance" and Section 215.97, F.S., as revised (see "AUDITS" below), the Commission may conduct or arrange for monitoring of activities of the Contractor. Such monitoring procedures may include, but not be limited to, on-site visits by the Commission staff or contracted consultants, limited scope audits as defined by Section 200.331, OMB Uniform Guidance and/or other procedures. By entering into this Contract, the Grantee agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Commission. The Grantee further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Florida Department of Financial Services or the Florida Auditor General.

## AUDITS

**PART I: FEDERALLY FUNDED.** If this Agreement includes a Federal award, then the following provisions apply:

- A. This part is applicable if the Grantee is a State or local government or a non-profit organization as defined in Sections 200.90, 200.64, or 200.70, respectively, OMB Uniform Guidance.
- B. In the event that the Grantee expends **\$500,000.00 (\$750,000.00** for fiscal years beginning on or after December 26, 2014) or more in Federal awards in its fiscal year, the Grantee must have a single or program-specific audit conducted in accordance with the provisions of the Federal Single Audit Act of 1996 and Sections 200.500-200.521, OMB Uniform Guidance. EXHIBIT 1 to this Attachment indicates Federal resources awarded through the Commission by this Agreement. In determining the Federal awards expended in its fiscal year, the Grantee shall consider all sources of Federal awards, including Federal resources received from the Commission. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by Sections 200.500-200.521, OMB Uniform Guidance. An audit of the Grantee conducted by the Auditor General in the OMB Uniform Guidance, will meet the requirements of this part.
- C. In connection with the audit requirements addressed in Part I, paragraph A. herein, the Grantee shall fulfill the requirements relative to auditee responsibilities as provided in Section 200.508, OMB Uniform Guidance. This includes, but is not limited to, preparation of financial statements, a schedule of expenditure of Federal awards, a summary schedule of prior audit findings, and a corrective action plan.
- D. If the Grantee expends less than **\$500,000.00 (\$750,000.00** for fiscal years beginning on or after December 26, 2014) in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of Sections 200.500-200.521, OMB Uniform Guidance, is not required. In the event that the Grantee expends less than **\$500,000.00 (\$750,000.00** for fiscal years beginning on or after December 26, 2014) in Federal awards in its fiscal year and elects to have an audit conducted in



accordance with the provisions of Sections 200.500-200.521, OMB Uniform Guidance, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from Grantee resources obtained from other than Federal entities).

- E. Such audits shall cover the entire Grantee's organization for the organization's fiscal year. Compliance findings related to contracts with the Commission shall be based on the contract requirements, including any rules, regulations, or statutes referenced in the Contract. The financial statements shall disclose whether or not the matching requirement was met for each applicable contract. All questioned costs and liabilities due to the Commission shall be fully disclosed in the audit report with reference to the Commission contract involved. Additionally, the results from the Commission's annual financial monitoring reports must be included in the audit procedures and the Sections 200.500-200.521, OMB Uniform Guidance audit reports.
- F. If not otherwise disclosed as required by Section 200.510, OMB Uniform Guidance, the schedule of expenditures of Federal awards shall identify expenditures by contract number for each contract with the Commission in effect during the audit period.
- G. If the Grantee expends less than \$500,000.00 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of Sections 200.500-200.521, OMB Uniform Guidance, is not required. In the event that the Grantee expends less than \$500,000.00 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of Sections 200.500-200.521, OMB Uniform Guidance, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from the Grantee's resources obtained from other-than Federal entities).
- H. A web site that provides links to several Federal Single Audit Act resources can be found at: <http://harvester.census.gov/sac/sainfo.html>

**PART II: STATE FUNDED.** If this Agreement includes State funding, then the following provisions apply:

This part is applicable if the Grantee is a non-state entity as defined by Section 215.97, F.S., (the Florida Single Audit Act).

- A. In the event that the Grantee expends a total amount of state financial assistance equal to or in excess of \$500,000.00 in any fiscal year of such Grantee, the Grantee must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; applicable rules of the Executive Office of the Governor and 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 Commission by this Contract. In determining the state financial assistance expended in its fiscal year, the Grantee shall consider all sources of state financial assistance, including state financial assistance received from the Commission, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements.
- B. In connection with the audit requirements addressed in Part II, paragraph A herein, the Grantee shall ensure that the audit complies with the requirements of Section 215.97(7), F.S. This includes submission of a financial reporting package as defined by Section 215.97(2)(d), F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.



- C. If the Grantee expends less than **\$500,000.00** in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. In the event that the Grantee expends less than **\$500,000.00** in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., 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 Grantee's resources obtained from other-than State entities).
- D. Additional information regarding the Florida Single Audit Act can be found at:  
<https://apps.fldfs.com/fsaa/>.
- E. Grantee shall provide a copy of any audit conducted pursuant to the above requirements directly to the following address:

**Chief Financial Officer  
Florida Fish and Wildlife Conservation Commission  
Bryant Building  
620 S. Meridian St.  
Tallahassee, FL 32399-1600**

### **PART III: REPORT SUBMISSION**

- A. Copies of reporting packages, to include any management letter issued by the auditor, for audits conducted in accordance with Sections 200.500-200.521, OMB Uniform Guidance, and required by Part I of this Attachment shall be submitted by or on behalf of the Grantee directly to each of the following at the address indicated:
1. The Commission at the following address:  
  
**Chief Financial Officer  
Florida Fish and Wildlife Conservation Commission  
Bryant Building  
620 S. Meridian St.  
Tallahassee, FL 32399-1600**
  2. The Federal Audit Clearinghouse designated in Section 200.512, OMB Uniform Guidance (the reporting package required by Section 200.512, OMB Uniform Guidance, should be submitted to the Federal Audit Clearinghouse):  
  
**Federal Audit Clearinghouse  
Bureau of the Census  
1201 East 10<sup>th</sup> Street  
Jeffersonville, IN 47132**
  3. Other Federal agencies and pass-through entities in accordance with Section 200.512, OMB Uniform Guidance.
- B. Copies of audit reports for audits conducted in accordance with Sections 200.500-200.521, OMB Uniform Guidance, and required by Part I of this Attachment (in correspondence accompanying the audit report, indicate the date that the Grantee received the audit report); copies of the reporting package described in Section 200.512, OMB Uniform Guidance, and any management letters issued

by the auditor; copies of reports required by Part II of this Attachment must be sent to the Commission at the addresses listed in paragraph C. below.

- C. Copies of financial reporting packages required by Part II of this Attachment, including any management letters issued by the auditor, shall be submitted by or on behalf of the Grantee directly to each of the following:**

- 1. The Commission at the following address:**

**Chief Financial Officer  
Florida Fish and Wildlife Conservation Commission  
Bryant Building  
620 S. Meridian St.  
Tallahassee, FL 32399-1600**

- 2) The Auditor General's Office at the following address:**

**Auditor General's Office  
G74 Claude Pepper Building  
111 West Madison Street  
Tallahassee, FL 32399-1450**

- D. Any reports, management letter, or other information required to be submitted to the Commission pursuant to this Contract shall be submitted timely in accordance with OMB Sections 200.500-200.521, OMB Uniform Guidance, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.**

Grantees and sub-Grantees, when submitting financial reporting packages to the Commission for audits done in accordance with Sections 200.500-200.521, OMB Uniform Guidance, or Chapters 10.550 (local governmental entities) or 10.650 (non-profit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Grantee/sub-Grantee in correspondence accompanying the reporting package.

***- End of Attachment C -***



**Exhibit 1  
FEDERAL AND STATE FUNDING DETAIL**

**FEDERAL RESOURCES AWARDED TO THE GRANTEE PURSUANT TO THIS AGREEMENT  
CONSIST OF THE FOLLOWING:**

<b>Federal Program(s) Funds</b>		
<b>CFDA #</b>	<b>CFDA Title</b>	<b>Amount</b>
15.605	Sport Fish Restoration – Boating Access	\$150,000.00
	Total Federal Awards	\$150,000.00

**COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES  
AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

<b>Federal Program(s) Compliance Requirements</b>	
<b>CFDA #</b>	<b>Compliance Requirements</b>
15.605	Recipient must comply with requirements found in Title 50 CFR Part 80 attached hereto and made a part of this Agreement as Attachment J.
	Recipient must comply with the Florida Boating Improvement Program Guidelines, March 2012.

**STATE RESOURCES AWARDED TO THE GRANTEE PURSUANT TO THIS AGREEMENT  
CONSIST OF THE FOLLOWING:**

**MATCHING RESOURCES FOR FEDERAL PROGRAMS:**

<b>Matching Funds Provided by CFDA</b>		
<b>CFDA #</b>	<b>CFDA Title</b>	<b>Amount of Matching Funds</b>
	Total Matching Funds Associated with Federal Programs	

**SUBJECT TO SECTION 215.97, FLORIDA STATUTES:**

State Project(s)		
CSFA #	CSFA Title	Amount
	Total State Awards	

**COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

State Project(s) Compliance Requirements	
CSFA #	Compliance Requirements

NOTE: Section 200.513, OMB Uniform Guidance (2 CFR 200), as revised, and Section 215.97(5), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the Grantee.

*- End of EXHIBIT 1 -*

## SITE DEDICATION

This Site Dedication gives notice that the Real Property identified as described in Exhibit A, Legal Description, attached hereto, (the "Property") has been developed with financial assistance provided by the Florida Legislature, through the Fish and Wildlife Conservation Commission, under the grant program called the Florida Boating Improvement Program (FBIP). In accordance with Chapter 68-1.003, F.A.C., and the Program Guidelines of the FBIP, the Property is hereby dedicated to the public as a boating access facility for the use and benefit of the general public for a minimum period of twenty (20) years from the date of this dedication.

## DEDICATOR

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Original signature

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Witness

---

Printed Name

---

Printed Name

---

Title

---

Witness

---

Date

---

Printed Name

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
by \_\_\_\_\_, who is personally known to me or who  
produced \_\_\_\_\_ as identification.

Stamp:

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Notary Public, State of Florida

**COST REIMBURSEMENT CONTRACT PAYMENT REQUIREMENTS**

Pursuant to the February, 2011 *Reference Guide for State Expenditures* published by the Department of Financial Services, invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). In addition, 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 types of supporting documentation:

- (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 may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports. Additionally, the invoice or submitted documentation must evidence the completion of all tasks required to be performed for the deliverable and must show that the provider met the minimum performance standards established in the agreement.

**INVOICE**

## Billed to:

Fish and Wildlife Conservation Commission  
Florida Boating Improvement Program  
620 South Meridian Street  
Tallahassee, Florida 32399-1600

## Remit payment to:

Grantee: \_\_\_\_\_  
FEID #: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

Invoice No. \_\_\_\_\_

Invoice Date: \_\_\_\_\_

FWC Contract #: \_\_\_\_\_

Amount of Grant Award: \$ \_\_\_\_\_

**Billing Period/Dates of Service:**

From: \_\_\_\_\_

To : \_\_\_\_\_

**PROJECT COSTS:**

<b>In-kind Services – Non-cash expenses:</b>	<b>Amount</b>
In-kind service: Administration	\$
In-kind service: Project Management	\$
In-kind service: Other	\$
<b>Deliverables/Services Provided (Scope of Work) – Cash expenditures:</b>	<b>Amount</b>
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$

Total Project Cost: \$ \_\_\_\_\_

Grantee Share (\_\_\_\_ %): – \$ \_\_\_\_\_

Amount for Reimbursement: \$ \_\_\_\_\_

I hereby certify that the above costs are true and valid costs incurred in accordance with the project Agreement, and that the matching funds, in-kind or cash, were utilized toward the project in this Agreement.

Signed: \_\_\_\_\_  
Project Manager

Date: \_\_\_\_\_

**FLORIDA BOATING IMPROVEMENT PROGRAM  
PROJECT PROGRESS REPORT**

Mail to FWC at 620 South Meridian Street, Tallahassee, FL 32399-1600 or fax to (850) 488-9284.

FWC Contract # \_\_\_\_\_ Reporting Period (Month/Year): \_\_\_\_\_

(Due 15 days after the end of each quarter)

Grantee: \_\_\_\_\_

Project Title: \_\_\_\_\_

1. Describe progress of project, including percent completed for each task in the Scope of Work:

2. Is project currently on schedule for completion by Phase I due date? YES ☐ NO ☐

Anticipated Phase I completion date: \_\_\_\_\_

(If project is not on schedule, please explain any problems encountered and/or possible delays)

3. Reporting requirements: (Check all that have been submitted to date)

- ☐ Bid package
- ☐ Bid tabulation
- ☐ Progress photographs
- ☐ Final photographs
- ☐ Draft acknowledgement

\_\_\_\_\_  
Project Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Phone





# FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION

## Florida Boating Improvement Program

### CERTIFICATION OF COMPLETION STATEMENT

I, \_\_\_\_\_  
(Print Name and Title)

representing \_\_\_\_\_  
(Name of Local Government)

do hereby certify that the Florida Boating Improvement Program project funded by FWC Contract No. \_\_\_\_\_ has been completed in compliance with all terms and conditions of said Agreement; that all amounts payable for materials, labor and other charges against the project have been paid; and that no liens have been attached against the project.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

WARNING: "Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083." § 837.06, Florida Statutes.

### CERTIFICATE BY COMMISSION

I certify: That, to the best of my knowledge and belief, the work on the above-named project has been satisfactorily completed under the terms of the Agreement.

Division: \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_



## **Title 50 CFR Part 80**

**Administrative Requirements, Pittman-Robertson Wildlife Restoration  
And Dingell-Johnson Sport Fish Restoration Acts**

## DEPARTMENT OF THE INTERIOR

### Fish and Wildlife Service

#### 50 CFR Part 80

[Docket No. FWS-R9-WSR-2009-0088; 91400-5110-POLI-7B; 91400-9410-POLI-7B]

RIN 1018-AW65

#### Financial Assistance: Wildlife Restoration, Sport Fish Restoration, Hunter Education and Safety

**AGENCY:** Fish and Wildlife Service, Interior.

**ACTION:** Final rule.

**SUMMARY:** We, the U.S. Fish and Wildlife Service, are revising regulations governing the Wildlife Restoration, Sport Fish Restoration, and Hunter Education and Safety (Enhanced Hunter Education and Safety) financial assistance programs. We proposed a revision of these regulations on June 10, 2010, to address changes in law, regulation, policy, technology, and practice during the past 25 years. We also proposed a clarification of some provisions of the issue-specific final rule that we published on July 24, 2008. This final rule simplifies specific requirements of the establishing authorities of the three programs and clarifies terms in those authorities as well as terms generally used in grant administration. We organized the final rule to follow the life cycle of a grant, and we reworded and reformatted the regulations following Federal plain language policy and current rulemaking guidance.

**DATES:** The final rule is effective on August 31, 2011.

**FOR FURTHER INFORMATION CONTACT:** Joyce Johnson, Wildlife and Sport Fish Restoration Program, Division of Policy and Programs, U.S. Fish and Wildlife Service, 703-358-2156.

#### SUPPLEMENTARY INFORMATION:

##### Background

This final rule revises title 50 part 80 of the Code of Federal Regulations (CFR), which is "Administrative Requirements, Pittman-Robertson Wildlife Restoration and Dingell-Johnson Sport Fish Restoration Acts." The primary users of these regulations are the fish and wildlife agencies of the 50 States, the Commonwealths of Puerto Rico and the Northern Mariana Islands, the District of Columbia, and the territories of Guam, the U.S. Virgin Islands, and American Samoa. We use "State" or "States" in this document to refer to any or all of these jurisdictions,

except the District of Columbia for purposes of the Pittman-Robertson Wildlife Restoration Act and the two grant programs and one subprogram under its authority, because the Act does not authorize funding for the District. The term, "the 50 States," applies only to the 50 States of the United States. It does not include the Commonwealths of Puerto Rico and the Northern Mariana Islands, the District of Columbia, or the territories of Guam, the U.S. Virgin Islands, and American Samoa.

These regulations tell States how they may: (a) Use revenues from hunting and fishing licenses; (b) receive annual apportionments from the Federal Aid to Wildlife Restoration Fund and the Sport Fish Restoration and Boating Trust Fund; (c) receive financial assistance from the Wildlife Restoration program, the Basic Hunter Education and Safety subprogram, and the Enhanced Hunter Education and Safety program; and (d) receive financial assistance from the Sport Fish Restoration program, the Recreational Boating Access subprogram, the Aquatic Resources Education subprogram, and the Outreach and Communications subprogram. These programs provide financial assistance to State fish and wildlife agencies to: (a) Restore or manage wildlife and sport fish; (b) provide hunter-education, hunter-development, and hunter-safety programs; (c) provide recreational boating access; (d) enhance the public's understanding of water resources, aquatic-life forms, and sport fishing; and (e) develop responsible attitudes and ethics toward aquatic and related environments. The Catalog of Federal Domestic Assistance at <https://www.cfda.gov> describes these programs under 15.611, 15.605, and 15.626.

The Pittman-Robertson Wildlife Restoration Act, as amended (50 Stat. 917; 16 U.S.C. 669-669k), and the Dingell-Johnson Sport Fish Restoration Act, as amended (64 Stat. 430; 16 U.S.C. 777-777n, except 777e-1 and g-1), established the programs affected by this final rule in 1937 and 1950 respectively. We refer to these acts in this document and in the final rule as "the Acts." They established a hunting- and angling-based user-pay and user-benefit system in which the State fish and wildlife agencies of the 50 States, the Commonwealths, and the territories receive formula-based funding from a continuing appropriation from a dedicated fund in the Treasury. The District of Columbia also receives funding, but only under the Dingell-Johnson Sport Fish Restoration Act. The Pittman-Robertson Wildlife Restoration

Act does not authorize funding for the District of Columbia. Industry partners pay excise taxes into a dedicated fund in the Treasury on equipment and gear manufactured for purchase by hunters, anglers, boaters, archers, and recreational shooters. The Service distributes these funds to the fish and wildlife agencies of the States that contribute matching funds, generally derived from hunting and fishing license sales. In fiscal year 2010, the States and other eligible jurisdictions received \$384 million in new funding through the Wildlife Restoration and Enhanced Hunter Education and Safety programs and \$363 million in new funding through the Sport Fish Restoration program.

We published a proposed rule in the June 10, 2010, *Federal Register* [75 FR 32877] to revise the regulations governing 50 CFR part 80. We reviewed and considered all comments that were delivered to the Service's Division of Policy and Directives Management during a 60-day period from June 10 to August 9, 2010, and all comments that were entered on <http://www.regulations.gov> or postmarked during that period. We received 10 comments from State agencies, 2 comments from nonprofit organizations, and 2 comments from one individual. Most commenters addressed several issues, so we reorganized the issues into 33 single-issue comments. This final rule adopts the proposed rule that we published on June 10, 2010, with changes based on the comments received. We discuss these comments in the following section.

#### Response to Public Comments

We arranged the public comments under the relevant sections of the rule. Each numbered comment is from only one agency, organization, or individual unless it states otherwise. The comments summarize the recommendations or opinions as the commenter presented them. We state in the response to each comment whether we made any changes as a result of the recommendation. We also state how we changed the rule, or we refer the reader to the location of the change in the final rule.

Some public comments led us to reexamine sections beyond those that the public addressed specifically. Based on this reexamination, we made nonsubstantive changes throughout the document to improve clarity, consistency, organization, or comprehensiveness. We addressed any substantive changes that resulted from this reexamination in our responses to the comments.

We use the term "current" to refer to 50 CFR part 80 or any section or paragraph of 50 CFR part 80 that became effective after publication of a final rule in the *Federal Register* at 73 FR 43120, July 24, 2008. The term "proposed" refers to language that was in the proposed rule published in the *Federal Register* at 75 FR 32877, June 10, 2010. The term "new" refers to the language of 50 CFR part 80 as published in this final rule.

#### Subpart A—General

Section 80.2 What terms do I need to know?

*Comment 1:* Define personal property and law-enforcement activities.

*Response 1:* We defined personal property to include intellectual property and gave examples at the new § 80.2. We removed the definition of intellectual property and all examples from the proposed § 80.20. To conform to these changes for personal property, we moved the examples of real property from the proposed § 80.20(b)(1) to the definition at § 80.2. We will consider proposing a definition of law enforcement during the next revision of 50 CFR part 80, so we can receive public comments on a proposed definition.

*Comment 2:* Three commenters had concerns about the proposed definition of wildlife, which includes only birds and mammals. One commenter said that the narrow definition would cause conflicts with States that define it more broadly. Another commenter requested that we broaden the definition to include alligators. The third commenter noted the proposed definition does not include snapping turtles or bullfrogs, which are part of at least one State's hunting or sportfishing program.

*Response 2:* We did not make any changes in response to these comments. The proposed rule's definition of wildlife is specific to wild birds and mammals. This is a common element in all State definitions of wildlife, and program regulations since 1956 have limited the benefits of the Pittman-Robertson Wildlife Restoration Act (Act) to wild birds and mammals. The Act did not define wildlife in the original 1937 legislation, and none of its amendments defined wildlife for purposes of projects under the Act. Although Public Law 106–553 (December 21, 2000) amended the Act and defined wildlife, the only effects of the amendment were to authorize fiscal year 2001 funds for the Wildlife Conservation and Restoration program and to clarify the effect of the Federal Advisory Committee Act. Public Law 106–553's definition of wildlife did

not apply to projects under the Act according to section 902(f).

#### Subpart C—License Revenue

Section 80.20 What does revenue from hunting and fishing licenses include?

*Comment 3:* The opening statement in § 80.20(a) reads, "Hunting and fishing license revenue includes: (1) Proceeds that the State fish and wildlife agency receives from the sale of State-issued general or special hunting or fishing licenses \* \* \*". This is a change from the current § 80.4, which reads, "Revenues from license fees paid by hunters and fishermen are any revenues the State receives from the sale of licenses \* \* \*". This change could exclude as license revenue any license fees collected by other State agencies on behalf of the State fish and wildlife agencies.

*Response 3:* We changed the proposed § 80.20(a) to read, "All proceeds from the sale of State-issued general or special hunting and fishing licenses, permits, stamps, tags, access and use fees, and other State charges to hunt or fish for recreational purposes."

#### Subpart D—Certification of License Holders

Section 80.31 How does an agency certify the number of paid license holders?

*Comment 4:* Insert "or his or her designee" after "the director of the [State] agency" at § 80.31(b) because another individual may be responsible for submitting annual license-certification data electronically to the Service on behalf of the agency director.

*Response 4:* We changed § 80.31(b) to incorporate the recommendation.

Section 80.33 How does an agency decide who to count as paid license holders in the annual certification?

*Comment 5:* One commenter supported the language at § 80.33(a)(1) allowing States to count license holders regardless of whether the licensee engages in the activity. Two other commenters said that the State should not count license holders in the annual certification if the licensee does not hunt or fish.

*Response 5:* We did not make any changes based on this comment. Some people buy a license because they plan to hunt or fish, but never do. Others buy a license to take part in other outdoor activities on a State Wildlife Management Area where it is required for entry. Some buy a license solely to support wildlife and sport fish programs. Others buy a lifetime license as a gift for a child who is too young to

hunt or fish. The Acts require States to count the number of paid hunting- or fishing-license holders. They do not require States to count those who actually hunt or fish.

*Comment 6:* Allow a State to verify a license holder in State records using a unique identifier instead of a name. This will accommodate a State that does not record the name of certain categories of license holders, such as minors, out-of-State hunters and anglers, and individuals who do not want to give their names for religious reasons.

*Response 6:* We accepted the recommendation, but we need to ensure that the agency can associate a license holder with the unique identifier. We changed the proposed § 80.33(a) to read: "A State fish and wildlife agency must count only those people who have a license issued: (1) In the license holder's name, or (2) With a unique identifier that is traceable to the license holder, who must be verifiable in State records."

*Comment 7:* Section 80.33(a)(4) does not allow a State director to count all persons who have paid licenses to hunt or fish in the State-specified certification period. This is inconsistent with the Acts and the proposed § 80.31(a).

*Response 7:* We did not make any changes based on this comment. We use data from the annual certification of licenses to divide excise tax revenue among the States. Section 80.33 provides an equitable way to count: (a) Individuals holding licenses for a fixed period corresponding to the license-certification year, and (b) other individuals holding licenses for a period that starts on the date of purchase and ends 365 days later (variable period). A State that sells variable-period licenses should not be able to count them in two annual certification periods if a State that sells only single-year fixed-period licenses can count them in only one annual certification period.

*Comment 8:* Combination license holders should be counted as both anglers and hunters at § 80.33(a)(6) only if the State offers an option to buy a separate license to hunt or fish. If no such option exists, the State should conduct a survey or use other means to find out how many license holders intend to hunt and how many intend to fish. The same approach should apply to use permits and entrance fees for wildlife management areas, to find out how many enter to hunt or fish, and how many enter for other activities. States should count only those who hunt or fish as paid license holders.

*Response 8:* The Acts require States to count the number of paid hunting and

fishing license holders. They do not require States to count those who actually hunt or fish, so we will not require surveys as the commenter recommended.

*Comment 9:* The proposed § 80.33(b) states that, for a multiyear license to be counted in each certification period, a State fish and wildlife agency must receive \$1 per year of net revenue for each year in which the license is valid. Clarify whether the agency can count the multiyear license as a paid license if the agency spends the entire multiyear license fee immediately after receiving it. Without this clarification, an alternative interpretation is that the agency must hold the fee over the lifetime of the license so that \$1 of net revenue is available in each year that the agency will count it as a paid license.

*Response 9:* We added a new § 80.35 on requirements for multiyear licenses. Paragraph (b) of this new section addresses the commenter's concern: "The agency must receive net revenue from a multiyear license that is in close approximation to the net revenue received for a single-year license providing similar privileges:

(1) Each year during the license period, or

(2) At the time of sale as if it were a single-payment annuity, which is an investment of the license fee that shows the agency would have received at least the minimum required net revenue for each year of the license period."

Section 80.34 (new section 80.36) May an agency count license holders in the annual certification if the agency receives funds from the State to cover their license fees?

*Comment 10:* One commenter said that senior citizens in his State must pay \$11 for a license, of which the State fish and wildlife agency receives about \$9. The commenter said this \$9 in net revenue allows the State to count the license in only nine annual certification periods. He compared this to the proposed §§ 80.33(b) and 80.34 which would allow a State to provide funds to its fish and wildlife agency to cover fees normally charged for a category of license, such as senior citizens or veterans. The agency would be able to count those license holders in the annual certification for each year that the State covers the fees. The commenter said this change would potentially shift funds from States that offer low-cost licenses to those where the State covers fees normally charged for a category of license. Two other commenters opposed the proposed

§§ 80.33(b) and 80.34, and two commenters supported these sections.

*Response 10:* We did not make any changes based on this comment. If a State chooses to pay the hunting and fishing license fees for a category of its citizens, it should be able to count the license holders in the annual certification if the State and its fish and wildlife agency satisfy the conditions at the new § 80.36.

*Comment 11:* The proposed § 80.34(b) requires that any funds that a State provides to its fish and wildlife agency to cover fees for a category of license holder must equal or exceed the fees that the license holder would have paid. Why is this different from the standard at the proposed § 80.33(a)(4), which requires that the agency receive at least \$1 per year of net revenue?

*Response 11:* Licenses that provide similar privileges should not have a lower fee just because the State is paying for it. We retained this requirement with an additional clarification at the new § 80.36(d).

#### Subpart E—Eligible Activities

Section 80.50 What activities are eligible for funding under the Pittman-Robertson Wildlife Restoration Act?

*Comment 12:* Add as an eligible activity, "Obtain data to guide and direct the regulation of hunting."

*Response 12:* We added the recommended eligible activity at a new paragraph (a)(3).

*Comment 13:* The use of "or" in the proposed § 80.50(a)(4) allows funding for anything that simply provides public access. The public access should be associated with a wildlife- or habitat-management or conservation purpose.

*Response 13:* We changed the proposed § 80.50(a)(4) to read, "Acquire real property suitable or capable of being made suitable for: (i) Wildlife habitat, or (ii) Public access for hunting and other wildlife-oriented recreation." We also moved the proposed § 80.50(a)(5)(ii) to the new § 80.50(a)(6)(ii) and changed it to read, "Provide public access for hunting or other wildlife-oriented recreation."

*Comment 14:* Add coordination of grants as an eligible activity for the Wildlife and Sport Fish Restoration programs. Add technical assistance as an eligible activity for the Wildlife Restoration program.

*Response 14:* We added "Coordinate grants in the Wildlife Restoration program and related programs and subprograms" as an eligible activity for the Wildlife Restoration program at the new § 80.50(a)(8). We also added "Coordinate grants in the Sport Fish

Restoration program and related programs and subprograms" as an eligible activity for the Sport Fish Restoration program at the new § 80.51(a)(11). We did not add technical assistance because we may need to establish criteria to decide when it is appropriate, and we do not want to do this without the benefit of public comment following a proposed rule. However, the Regional Director may still approve technical assistance as an eligible activity on a case-by-case basis under the new section § 80.52, which we discuss in Response 15.

*Comment 15:* The "closed list" of eligible activities could exclude some creative projects that may be appropriate under the Act.

*Response 15:* We added a new section § 80.52 which reads: "An activity may be eligible for funding even if this part does not explicitly designate it as an eligible activity if: (a) The State fish and wildlife agency justifies in the project statement how the activity will help carry out the purposes of the Pittman-Robertson Wildlife Restoration Act or the Dingell-Johnson Sport Fish Restoration Act, and (b) The Regional Director concurs with the justification."

*Comment 16:* One commenter was pleased that the proposed rule included hunter development and recruitment as eligible for funding under the Enhanced Hunter Education and Safety program. Another commenter said that recruitment has no foundation in the Act. The commenter also said that the Service could consider marketing, promotion, and advertising that may be part of recruitment as public relations, which is an ineligible activity.

*Response 16:* We disagreed with the commenter's view that recruitment may be an ineligible activity. The Pittman-Robertson Wildlife Restoration Act at 16 U.S.C. 669h–1 specifically allows the use of funds for hunter-development programs, and recruitment may be the first phase of hunter development. We made no changes based on this comment.

*Comment 17:* The linkage that § 80.50(c)(1) makes between hunter development and target shooting is weak at best.

*Response 17:* Target shooting is an activity that develops certain hunting skills and supplements hunter education and firearm safety. We made no changes based on this comment.

*Comment 18:* The proposed rule should have said whether competitive shooting events are eligible activities and more specifically whether a grant could pay for prizes, scholarships, and awards associated with competitive shooting events.

**Response 18:** If the State fish and wildlife agency, or more typically, the subgrantee, holds the competitive shooting event for the primary purpose of producing income, the event would not be eligible for funding under the Pittman-Robertson Wildlife Restoration Act. We will consider developing Service policy on competitive events in the grant programs and subprograms authorized by the Acts. We made no changes based on this comment.

**Section 80.51** What activities are eligible for funding under the Dingell-Johnson Sport Fish Restoration Act?

**Comment 19:** Add as an eligible activity for the Sport Fish Restoration program, "Stock fish for recreational purposes."

**Response 19:** We incorporated the recommendation at the new § 80.51(a)(5).

**Comment 20:** Change the second sentence at § 80.51(b)(1) so that it reads, "A broad range of access facilities and associated amenities can qualify for funding, but they must provide benefits to recreational boaters." This change will align the regulation with the language of the Act. The Service's policy at 517 FW 7.12(B) already ensures that the facilities accommodate stakeholders who buy motorboat fuels or angling gear.

**Response 20:** We changed the sentence as recommended.

**Section 80.52 (80.53 in final rule)** What activities are ineligible for funding?

**Comment 21:** Clarify whether wildlife damage and predator control are eligible for funding from (a) a grant in the Wildlife Restoration program, or (b) license revenue.

**Response 21:** We will consider this issue during the next revision of 50 CFR 80, so that the public will have the opportunity to offer comments. We made no changes based on this comment.

#### **Subpart F—Allocation of Funds by an Agency**

**Section 80.60** What is the relationship between the Basic Hunter Education and Safety subprogram and the Enhanced Hunter Education and Safety program?

**Comment 22:** Explain at § 80.60(c) that the Service reapportions unobligated Enhanced Hunter Education funds to eligible States as Wildlife Restoration funds and not Hunter Education funds.

**Response 22:** We changed § 80.60(c) to incorporate this recommendation.

**Section 80.66** What requirements apply to allocation of funds between marine and freshwater fisheries projects?

**Comment 23:** The proposed § 80.66(a) requires the use of a proportion based on the ratio of a State's resident marine anglers to the State's total anglers. This ratio must equal the ratio of: (a) The Sport Fish Restoration funds that the State allocates for marine projects, to (b) the total Sport Fish Restoration funds. However, some marine anglers also fish in freshwater, so a State has to allocate this overlap when developing a ratio for marine and a ratio for freshwater anglers. The Service has misinterpreted 16 U.S.C. 777(b)(1) which reads, " \* \* \* [E]ach coastal State \* \* \* shall equitably allocate amounts apportioned to such State \* \* \* between marine fish projects and freshwater fish projects in the same proportion as the estimated number of resident marine anglers and the estimated number of resident freshwater anglers, respectively, bear to the estimated number of all resident anglers in that State." This requires only a comparison of the number of marine anglers to the number of freshwater anglers in the same order as a comparison of the dollars allocated to marine projects and the dollars allocated to freshwater projects. The relationship of the numbers of the two types of anglers is a ratio, just as the relationship of the two dollar amounts is a ratio. The two ratios are in the "same proportion" as required by § 777(b)(1). The proposed rule incorrectly requires a proportion based on: (a) A comparison of the funds allocated to marine fisheries projects with the total funds allocated to marine and freshwater fisheries, and (b) a comparison of marine anglers to the total number of marine and freshwater anglers.

**Response 23:** The commenter's recommendation would make the allocation of funds simpler, but the proposed § 80.66(a) is the most reasonable interpretation of what the drafters of the legislation intended. In any case, it would not be appropriate to impose a different allocation method based on an alternative interpretation without the benefit of public review. We made no changes based on this comment, but we will review this issue before the next revision of 50 CFR 80.

#### **Subpart G—Application for a Grant**

**Section 80.83** What is the Federal share of allowable cost?

**Comment 24:** Section 80.83(a) gives the Regional Director the discretion to reimburse allowable costs on a sliding

scale between 10 and 75 percent, but does not give guidance on how the Regional Director should make that decision.

**Response 24:** The commenter's general concern was also applicable to the other paragraphs of § 80.83. We changed the proposed § 80.83 to provide more detail on how the Regional Director decides on the Federal share.

#### **Subpart I—Program Income**

**Section 80.120** What is program income?

**Comment 25:** Explain at the proposed § 80.120(c)(1) why hunting and fishing license revenue collected as fees for special-area access or recreation cannot be program income.

**Response 25:** We deleted the proposed § 80.120(c)(1) from the list of examples of revenue that cannot be program income. This deletion is the result of a July 2010 determination that hunter-access fees on lands leased with grant funds for public hunting may qualify as program income under certain conditions.

**Comment 26:** Explain the basis of the distinction between leases with terms greater than 10 years and leases with terms less than 10 years.

**Response 26:** Leases are legally complex. Their classification as personal or real property varies significantly among the States and even within a State depending on the type of property. The classification of a lease as real or personal property is important because it determines whether rent earned by a grantee from the lease of real property acquired under a grant is classified as program income or as proceeds from the disposition of real property. We proposed the 10-year threshold to simplify this complexity by adopting a common standard for classifying leases as real or personal property for purposes of the grant programs under the Acts. We chose 10 years because it is a commonly accepted dividing line between long-term and short-term leases, which often affects the lessees' rights and responsibilities. We will present this subject in the context of a future proposed rule that focuses on the acquisition and disposition of all types of real property under a grant. Until we can develop a proposed rule with that focus, we will rely on case-by-case legal interpretations when faced with lease-related issues. We changed the proposed § 80.120(c)(6), which is the new § 80.120(c)(5), to read, "Proceeds from the sale of real property."

**Section 80.123** How may an agency use program income?

*Comment 27:* One commenter stated that we should not require State fish and wildlife agencies to obtain the Regional Director's approval of the matching method for using program income if we do not require the Regional Director's approval for other activities under a grant. This commenter and another stated that all grants qualified for use of the matching method under the criteria at § 80.123(c), and both commenters said that we should consider approving the use of the matching method without conditions or give specific guidance on when its use is appropriate. A third commenter also requested guidance on when the matching method is appropriate.

*Response 27:* The statement at § 80.123(c) that the Regional Director may approve the use of the matching method is consistent with other prior-approval requirements of this regulation. The Director has delegated the authority to conduct grant programs to the Regional Director with only a few exceptions. The definition of "Regional Director" at § 80.2 includes his or her designated representative, and Regional Directors have generally delegated most decisions on grant programs to the chiefs of their Regional Wildlife and Sport Fish Restoration Program Divisions. We will consider proposing criteria for approval of the matching method of using program income during the next revision of 50 CFR 80 so the public will have the opportunity to offer comments. We made no changes based on these comments.

#### *Subpart J—Real Property*

**Section 80.130** Does an agency have to hold title to real property acquired under a grant?

*Comment 28:* Do not restrict a State agency's ability in § 80.130 to carry out a grant-funded project on lands to which it does not have title. States may want to use grant funds to manage wildlife on Federal lands under the terms of a cooperative agreement.

*Response 28:* Both §§ 80.130 and 80.132 relate to the commenter's concern. We based these sections on 16 U.S.C. 777g(a), 43 CFR 12.71(a) and (b), and the current regulation at § 80.20, which has been part of 50 CFR part 80 with only a minor change since 1982. The final rule does not affect an agency's ability to manage Federal lands cooperatively if this management does not include the completion of a capital improvement.

**Section 80.131** Does an agency have to hold an easement acquired under a grant?

*Comment 29:* Replace "subgrantee" with "third party" because "subgrant" implies that grant funding passes to a subgrantee for use at the subgrantee's discretion.

*Response 29:* A subgrantee is an entity that receives an award of money or property. A subgrantee is accountable to the grantee for the use of the money or property (see definitions of subgrant and subgrantee at 43 CFR 12.43). The proposed § 80.131(b) allows the grantee to subgrant only a concurrent right to hold the easement or a right of enforcement. The grantee will be able to set the terms of the subgrant agreement and ensure that the subgrantee's right will not supersede and will be concurrent with the agency's right of enforcement. Since a third party is not necessarily a subgrantee, the grantee may not be able to set the terms of any agreement on the right of enforcement or a concurrent right to hold the easement. We made no changes based on this comment.

*Comment 30:* Define "concurrent right to hold."

*Response 30:* We defined the term at the new § 80.131(b)(2).

**Section 80.132** Does an agency have to control the land or water where it completes capital improvements?

See Comments 31 and 32 and our responses.

**Section 80.134** How must an agency use real property?

*Comment 31:* Instead of requiring a grantee to use real property for the uses in the grant, the regulation should state that the property must continue to serve the purpose of the grant and must be used for the administration of the fish and wildlife programs.

*Response 31:* The new § 80.134(a) states, "If a grant funds acquisition of an interest in a parcel of land or water, the State fish and wildlife agency must use it for the purpose authorized in the grant." The requirement to use property for the administration of fish and wildlife programs applies only if: (a) The administration of fish and wildlife programs is a purpose of the grant-funded project that acquired, completed, operated, or maintained the real property; or (b) license revenue funded all or part of the project [see the proposed 50 CFR 80.10(c)(2)]. We made no changes based on this comment.

*Comment 32:* Clarify that grant projects on property other than that acquired with grant funds fall within the requirements of § 80.134.

*Response 32:* The comment applies to § 80.132 as well as § 80.134. We changed §§ 80.132 and 80.134 to incorporate the recommendation and to clarify in § 80.134 the differences in use requirements for specific types of grant-funded projects.

**Section 80.137** What if real property is no longer useful or needed for its original purpose?

*Comment 33:* The proposed § 80.137 says that if a State fish and wildlife agency's director and the Service's Regional Director jointly decide that grant-funded real property is no longer useful or needed for its original purpose, the State agency's director may request disposition instructions. Provide guidance on how the Service and State agency will cooperatively formulate these instructions.

*Response 33:* We changed the proposed § 80.137(b) so that it reads: "Request disposition instructions for the real property under the process described at 43 CFR 12.71, 'Administrative and Audit Requirements and Cost Principles for Assistance Programs'."

#### **Required Determinations**

##### *Regulatory Planning and Review (E.O. 12866)*

The Office of Management and Budget (OMB) has determined that this rule is not significant and has not reviewed this rule under E.O. 12866. OMB bases its determination on the following four criteria:

- Whether the rule will have an annual effect of \$100 million or more on the economy or adversely affect an economic sector, productivity, jobs, the environment, or other units of the government.
- Whether the rule will create inconsistencies with other Federal agencies' actions.
- Whether the rule will materially affect entitlements, grants, user fees, loan programs, or the rights and obligations of their recipients.
- Whether the rule raises novel legal or policy issues.

##### *Regulatory Flexibility Act (5 U.S.C. 601 et seq.)*

The Regulatory Flexibility Act requires an agency to consider the impact of final rules on small entities, i.e., small businesses, small organizations, and small government jurisdictions. If there is a significant economic impact on a substantial number of small entities, the agency must perform a Regulatory Flexibility Analysis. This is not required if the

head of an agency certifies the rule would not have a significant economic impact on a substantial number of small entities. The Small Business Regulatory Enforcement Fairness Act (SBREFA) amended the Regulatory Flexibility Act to require Federal agencies to state the factual basis for certifying that a rule would not have a significant economic impact on a substantial number of small entities.

We have examined this final rule's potential effects on small entities as required by the Regulatory Flexibility Act. We have determined that the changes in the final rule will not have a significant impact and do not require a Regulatory Flexibility Analysis because the changes:

a. Give information to State fish and wildlife agencies that allows them to apply for and administer grants more easily, more efficiently, and with greater flexibility. Only State fish and wildlife agencies may receive grants in the three programs affected by this regulation, but small entities sometimes voluntarily become subgrantees of agencies. Any impact on these subgrantees would be beneficial.

b. Address changes in law and regulation. This rule helps grant applicants and recipients by making the regulations consistent with current standards. Any impact on small entities that voluntarily become subgrantees of agencies would be beneficial.

c. Change three provisions on license certification adopted in a final rule published on July 24, 2008, based on subsequent experience. These changes would impact only agencies and not small entities.

d. Clarify additional issues in the Pittman-Robertson Wildlife Restoration Act and Dingell-Johnson Sport Fish Restoration Act. This clarification will help agencies comply with statutory requirements and increase awareness of alternatives available under the law. Any impact on small entities that voluntarily become subgrantees of agencies would be beneficial.

e. Clarify that (1) cooperative farming or grazing arrangements and (2) sales receipts retained by concessioners or contractors are not program income. This clarification allows States to expand projects with small businesses and farmers without making these cooperative arrangements or sales receipts subject to program income restrictions. This clarification would be potentially beneficial to the small entities that voluntarily become cooperative farmers, cooperative ranchers, and concessioners.

f. Add information that allows States to enter into agreements with nonprofit

organizations to share rights or responsibilities for easements acquired under grants for the mutual benefit of both parties. This addition would benefit the small entities that enter into these agreements voluntarily.

g. Reword and reorganize the regulation to make it easier to understand. Any impact on the small entities that voluntarily become subgrantees of agencies would be beneficial.

The Service has determined that the changes primarily impact State governments. The small entities affected by the changes are primarily concessioners, cooperative farmers, cooperative ranchers, and subgrantees who voluntarily enter into mutually beneficial relationships with an agency. The impact on small entities would be very limited and beneficial in all cases.

Consequently, we certify that because this final rule would not have a significant economic effect on a substantial number of small entities, a Regulatory Flexibility Analysis is not required.

In addition, this final rule is not a major rule under SBREFA (5 U.S.C. 804(2)) and would not have a significant impact on a substantial number of small entities because it does not:

a. Have an annual effect on the economy of \$100 million or more.

b. Cause a major increase in costs or prices for consumers; individual industries; Federal, State, or local government agencies; or geographic regions.

c. Have significant adverse effects on competition, employment, investment, productivity, innovation, or the ability of U.S.-based enterprises to compete with foreign-based enterprises.

#### *Unfunded Mandates Reform Act*

The Unfunded Mandates Reform Act of 1995 (2 U.S.C. Ch. 25; Pub. L. 104-4) establishes requirements for Federal agencies to assess the effects of their regulatory actions on State, local, and tribal governments and the private sector. The Act requires each Federal agency, to the extent permitted by law, to prepare a written assessment of the effects of a final rule with Federal mandates that may result in the expenditure by State, local, and tribal governments, in aggregate, or by the private sector, of \$100 million or more (adjusted annually for inflation) in any one year. We have determined the following under the Unfunded Mandates Reform Act (2 U.S.C. 1501 *et seq.*):

a. As discussed in the determination for the Regulatory Flexibility Act, this final rule would not have a significant

economic effect on a substantial number of small entities.

b. The regulation does not require a small government agency plan or any other requirement for expenditure of local funds.

c. The programs governed by the current regulations and enhanced by the changes potentially assist small governments financially when they occasionally and voluntarily participate as subgrantees of an agency.

d. The final rule clarifies and enhances the current regulations allowing State, local, and tribal governments, and the private sector to receive the benefits of grant funding in a more flexible, efficient, and effective manner. They may receive these benefits as a subgrantee of a State fish and wildlife agency, a cooperating farmer or rancher, a concessioner, a concurrent holder of a grant-acquired easement, or a holder of enforcement rights under an easement.

e. Any costs incurred by a State, local, and tribal government, or the private sector are voluntary. There are no mandated costs associated with the final rule.

f. The benefits of grant funding outweigh the costs. The Federal Government provides up to 75 percent of the cost of each grant to the 50 States in the three programs affected by the final rule. The Federal Government may also provide up to 100 percent of the cost of each grant to the Commonwealths of Puerto Rico and the Northern Mariana Islands, the District of Columbia, and the territories of Guam, the U.S. Virgin Islands, and American Samoa. All 50 States and other eligible jurisdictions voluntarily apply for grants in these programs each year. This rate of participation is clear evidence that the benefits of grant funding outweigh the costs.

g. This final rule would not produce a Federal mandate of \$100 million or greater in any year, i.e., it is not a "significant regulatory action" under the Unfunded Mandates Reform Act.

#### *Takings*

This final rule does not have significant takings implications under E.O. 12630 because it does not have a provision for taking private property. Therefore, a takings implication assessment is not required.

#### *Federalism*

This final rule does not have sufficient Federalism effects to warrant preparation of a Federalism assessment under E.O. 13132. It will not interfere with the States' ability to manage themselves or their funds. We work



closely with the States in administration of these programs, and they helped us identify those sections of the current regulations in need of change and new issues in need of clarification through regulation. In drafting the final rule, we received comments from committees of the Association of Fish and Wildlife Agencies and from the Joint Federal/State Task Force on Federal Assistance Policy. The Director of the U.S. Fish and Wildlife Service and the President of the Association of Fish and Wildlife Agencies jointly chartered the Joint Federal/State Task Force on Federal Assistance Policy in 2002 to identify issues of national concern in the three grant programs affected by the final rule.

#### *Civil Justice Reform*

The Office of the Solicitor has determined under E.O. 12988 that the rule would not unduly burden the judicial system and meets the requirements of sections 3(a) and 3(b)(2) of the Order. The final rule will benefit grantees because it:

- a. Updates the regulations to reflect changes in policy and practice during the past 25 years;
- b. Makes the regulations easier to use and understand by improving the organization and using plain language;
- c. Modifies four provisions in the final rule to amend 50 CFR part 80 published in the *Federal Register* at 73 FR 43120 on July 24, 2008, based on subsequent experience; and
- d. Addresses four new issues that State fish and wildlife agencies raised in response to the proposed rule to amend 50 CFR part 80 published in the *Federal Register* at 73 FR 24523, May 5, 2008.

#### *Paperwork Reduction Act*

We examined the final rule under the Paperwork Reduction Act (44 U.S.C. 3501 *et seq.*). We may not collect or sponsor and you are not required to respond to a collection of information unless it displays a current OMB control number. The final rule at 50 CFR 80.160 describes eight information collections. All of these collections request information from State fish and wildlife agencies, and all have current OMB control numbers.

OMB authorized and approved Governmentwide standard forms for four of the eight information collections. These four information collections are for the purposes of: (a) Application for a grant; (b) assurances related to authority, capability, and legal compliance for nonconstruction programs, (c) assurances related to authority, capability, and legal compliance for construction programs;

and (d) reporting on the use of Federal funds, match, and program income.

OMB approved three other information collections in the final rule under control number 1018-0109, but has not approved Governmentwide standard forms for these collections. The purposes of these information collections are to provide the Service with: (a) A project statement in support of a grant application, (b) a report on progress in completing a grant-funded project, and (c) a request to approve an update or another change in information provided in a previously approved application. OMB authorized these information collections in its Circular A-102.

The Acts and the current 50 CFR 80.10 authorize the eighth information collection. This collection allows the Service to learn the number of people who have a paid license to hunt and the number of people who have a paid license to fish in each State during a State-specified certification year. The Service uses this information in statutory formulas to apportion funds in the Wildlife Restoration and Sport Fish Restoration programs among the States. OMB approved this information collection on forms FWS 3-154a and 3-154b under control number 1018-0007. The final rule does not change the information required on forms FWS 3-154a and 3-154b. It merely establishes a common approach for States to assign license holders to a certification year.

#### *National Environmental Policy Act*

We have analyzed this rule under the National Environmental Policy Act, 42 U.S.C. 432-437(f) and part 516 of the Departmental Manual. This rule does not constitute a major Federal action significantly affecting the quality of the human environment. An environmental impact statement/assessment is not required due to the categorical exclusion for administrative changes provided at 516 DM 8.5A(3).

#### *Government-to-Government Relationship With Tribes*

We have evaluated potential effects on federally recognized Indian tribes under the President's memorandum of April 29, 1994, "Government-to-Government Relations with Native American Tribal Governments" (59 FR 22951), E.O. 13175, and 512 DM 2. We have determined that there are no potential effects. This final rule will not interfere with the tribes' ability to manage themselves or their funds.

#### *Energy Supply, Distribution, or Use (E.O. 13211)*

E.O. 13211 addresses regulations that significantly affect energy supply, distribution, and use and requires agencies to prepare Statements of Energy Effects when undertaking certain actions. This rule is not a significant regulatory action under E.O. 12866 and will not affect energy supplies, distribution, or use. Therefore, this action is not a significant energy action and no Statement of Energy Effects is required.

#### *List of Subjects in 50 CFR Part 80*

Education, Fish, Fishing, Grants administration, Grant programs, Hunting, Natural resources, Real property acquisition, Recreation and recreation areas, Signs and symbols, Wildlife.

#### *Final Regulation Promulgation*

For the reasons discussed in the preamble, we amend title 50 of the Code of Federal Regulations, chapter I, subchapter F, by revising part 80 to read as set forth below:

#### **Title 50—Wildlife and Fisheries**

#### **PART 80—ADMINISTRATIVE REQUIREMENTS, PITTMAN-ROBERTSON WILDLIFE RESTORATION AND DINGELL-JOHNSON SPORT FISH RESTORATION ACTS**

##### **Subpart A—General**

###### **Sec.**

80.1 What does this part do?

80.2 What terms do I need to know?

##### **Subpart B—State Fish and Wildlife Agency Eligibility**

80.10 Who is eligible to receive the benefits of the Acts?

80.11 How does a State become ineligible to receive the benefits of the Acts?

80.12 Does an agency have to confirm that it wants to receive an annual apportionment of funds?

##### **Subpart C—License Revenue**

80.20 What does revenue from hunting and fishing licenses include?

80.21 What if a State diverts license revenue from the control of its fish and wildlife agency?

80.22 What must a State do to resolve a declaration of diversion?

80.23 Does a declaration of diversion affect a previous Federal obligation of funds?

##### **Subpart D—Certification of License Holders**

80.30 Why must an agency certify the number of paid license holders?

80.31 How does an agency certify the number of paid license holders?

80.32 What is the certification period?

- 80.33 How does an agency decide who to count as paid license holders in the annual certification?
- 80.34 How does an agency calculate net revenue from a license?
- 80.35 What additional requirements apply to multiyear licenses?
- 80.36 May an agency count license holders in the annual certification if the agency receives funds from the State to cover their license fees?
- 80.37 What must an agency do if it becomes aware of errors in its certified license data?
- 80.38 May the Service recalculate an apportionment if an agency submits revised data?
- 80.39 May the Director correct a Service error in apportioning funds?

#### Subpart E—Eligible Activities

- 80.50 What activities are eligible for funding under the Pittman-Robertson Wildlife Restoration Act?
- 80.51 What activities are eligible for funding under the Dingell-Johnson Sport Fish Restoration Act?
- 80.52 May an activity be eligible for funding if it is not explicitly eligible in this part?
- 80.53 Are costs of State central services eligible for funding?
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**Authority:** 16 U.S.C. 669–669k; 16 U.S.C. 777–777n, except 777e–1 and g–1.

#### Subpart A—General

##### § 80.1 What does this part do?

This part of the Code of Federal Regulations tells States how they may:

(a) Use revenues derived from State hunting and fishing licenses in compliance with the Acts.

(b) Receive annual apportionments from the Federal Aid to Wildlife Restoration Fund (16 U.S.C. 669(b)), if authorized, and the Sport Fish Restoration and Boating Trust Fund (26 U.S.C. 9504).

(c) Receive financial assistance from the Wildlife Restoration program, the Basic Hunter Education and Safety subprogram, and the Enhanced Hunter Education and Safety grant program, if authorized.

(d) Receive financial assistance from the Sport Fish Restoration program, the Recreational Boating Access subprogram, the Aquatic Resources Education subprogram, and the Outreach and Communications subprogram.

(e) Comply with the requirements of the Acts.

##### § 80.2 What terms do I need to know?

The terms in this section pertain only to the regulations in this part.

*Acts* means the Pittman-Robertson Wildlife Restoration Act of September 2, 1937, as amended (16 U.S.C. 669–669k), and the Dingell-Johnson Sport Fish Restoration Act of August 9, 1950, as amended (16 U.S.C. 777–777n, except 777e–1 and g–1).

*Agency* means a State fish and wildlife agency.

*Angler* means a person who fishes for sport fish for recreational purposes as permitted by State law.

*Capital improvement.* (1) *Capital improvement* means:

- (i) A structure that costs at least \$10,000 to build; or
- (ii) The alteration, renovation, or repair of a structure if it increases the structure's useful life or its market value by at least \$10,000.

(2) An agency may use its own definition of capital improvement if its definition includes all capital improvements as defined here.

*Comprehensive management system* is a State fish and wildlife agency's method of operations that links programs, financial systems, human resources, goals, products, and services. It assesses the current, projected, and

desired status of fish and wildlife; it develops a strategic plan and carries it out through an operational planning process; and it evaluates results. The planning period is at least 5 years using a minimum 15-year projection of the desires and needs of the State's citizens. A comprehensive-management-system grant funds all or part of a State's comprehensive management system.

**Construction** means the act of building or significantly renovating, altering, or repairing a structure. Acquiring, clearing, and reshaping land and demolishing structures are types or phases of construction. Examples of structures are buildings, roads, parking lots, utility lines, fences, piers, wells, pump stations, ditches, dams, dikes, water-control structures, fish-hatchery raceways, and shooting ranges.

**Director** means:

(1) The person whom the Secretary:  
(i) Appointed as the chief executive official of the U.S. Fish and Wildlife Service, and

(ii) Delegated authority to administer the Acts nationally; or

(2) A deputy or another person authorized temporarily to administer the Acts nationally.

**Diversion** means any use of revenue from hunting and fishing licenses for a purpose other than administration of the State fish and wildlife agency.

**Fee interest** means the right to possession, use, and enjoyment of a parcel of land or water for an indefinite period. A fee interest, as used in this part, may be the:

(1) Fee simple, which includes all possible interests or rights that a person can hold in a parcel of land or water; or

(2) Fee with exceptions to title, which excludes one or more real property interests that would otherwise be part of the fee simple.

**Grant** means an award of money, the principal purpose of which is to transfer funds or property from a Federal agency to a grantee to support or stimulate an authorized public purpose under the Acts. This part uses the term grant for both a grant and a cooperative agreement for convenience of reference. This use does not affect the legal distinction between the two instruments. The meaning of grant in the terms *grant funds*, *grant-funded*, *under a grant*, and *under the grant* includes the matching cash and any matching in-kind contributions in addition to the Federal award of money.

**Grantee** means the State fish and wildlife agency that applies for the grant and carries out grant-funded activities in programs authorized by the Acts. The State fish and wildlife agency acts on behalf of the State government, which is

the legal entity and is accountable for the use of Federal funds, matching funds, and matching in-kind contributions.

**Lease** means an agreement in which the owner of a fee interest transfers to a lessee the right of exclusive possession and use of an area of land or water for a fixed period, which may be renewable. The lessor cannot readily revoke the lease at his or her discretion. The lessee pays rent periodically or as a single payment. The lessor must be able to regain possession of the lessee's interest (*leasehold interest*) at the end of the lease term. An agreement that does not correspond to this definition is not a lease even if it is labeled as one.

**Match** means the value of any non-Federal in-kind contributions and the portion of the costs of a grant-funded project or projects not borne by the Federal Government.

**Personal property** means anything tangible or intangible that is not real property.

(1) Tangible personal property includes:

(i) Objects, such as equipment and supplies, that are moveable without substantive damage to the land or any structure to which they may be attached;

(ii) Soil, rock, gravel, minerals, gas, oil, or water after excavation or extraction from the surface or subsurface;

(iii) Commodities derived from trees or other vegetation after harvest or separation from the land; and

(iv) Annual crops before or after harvest.

(2) Intangible personal property includes:

(i) Intellectual property, such as patents or copyrights;

(ii) Securities, such as bonds and interest-bearing accounts; and

(iii) Licenses, which are personal privileges to use an area of land or water with at least one of the following attributes:

(A) Are revocable at the landowner's discretion;

(B) Terminate when the landowner dies or the area of land or water passes to another owner; or

(C) Do not transfer a right of exclusive use and possession of an area of land or water.

**Project** means one or more related undertakings in a project-by-project grant that are necessary to fulfill a need or needs, as defined by a State fish and wildlife agency, consistent with the purposes of the appropriate Act. For convenience of reference in this part, the meaning of project includes an agency's fish and wildlife program

under a comprehensive management system grant.

**Project-by-project grant** means an award of money based on a detailed statement of a project or projects and other supporting documentation.

**Real property** means one, several, or all interests, benefits, and rights inherent in the ownership of a parcel of land or water. Examples of real property include fee and leasehold interests, conservation easements, and mineral rights.

(1) A parcel includes (unless limited by its legal description) the air space above the parcel, the ground below it, and anything physically and firmly attached to it by a natural process or human action. Examples include standing timber, other vegetation (except annual crops), buildings, roads, fences, and other structures.

(2) A parcel may also have rights attached to it by a legally prescribed procedure. Examples include water rights or an access easement that allows the parcel's owner to travel across an adjacent parcel.

(3) The legal classification of an interest, benefit, or right depends on its attributes rather than the name assigned to it. For example, a grazing "lease" is often a type of personal property known as a license, which is described in the definition of personal property in this section.

**Regional Director** means the person appointed by the Director to be the chief executive official of one of the Service's geographic Regions, or a deputy or another person temporarily authorized to exercise the authority of the chief executive official of one of the Service's geographic Regions. This person's responsibility does not extend to any administrative units that the Service's Washington Office supervises directly in that geographic Region.

**Secretary** means the person appointed by the President to direct the operation of the Department of the Interior, or a deputy or another person who is temporarily authorized to direct the operation of the Department.

**Service** means the U.S. Fish and Wildlife Service.

**Sport fish** means aquatic, gill-breathing, vertebrate animals with paired fins, having material value for recreation in the marine and fresh waters of the United States.

**State** means any State of the United States, the Commonwealths of Puerto Rico and the Northern Mariana Islands, and the territories of Guam, the U.S. Virgin Islands, and American Samoa. *State* also includes the District of Columbia for purposes of the Dingell-Johnson Sport Fish Restoration Act, the

Sport Fish Restoration program, and its subprograms. *State* does not include the District of Columbia for purposes of the Pittman-Robertson Wildlife Restoration Act and the programs and subprogram under the Act because the Pittman-Robertson Wildlife Restoration Act does not authorize funding for the District. References to "the 50 States" apply only to the 50 States of the United States and do not include the Commonwealths of Puerto Rico and the Northern Mariana Islands, the District of Columbia, or the territories of Guam, the U.S. Virgin Islands, and American Samoa.

*State fish and wildlife agency* means the administrative unit designated by State law or regulation to carry out State laws for management of fish and wildlife resources. If an agency has other jurisdictional responsibilities, the agency is considered the State fish and wildlife agency only when exercising responsibilities specific to management of the State's fish and wildlife resources.

*Subaccount* means a record of financial transactions for groups of similar activities based on programs and subprograms. Each group has a unique number. Different subaccounts also distinguish between benefits to marine or freshwater fisheries in the programs and subprograms authorized by the Dingell-Johnson Sport Fish Restoration Act.

*Useful life* means the period during which a federally funded capital improvement is capable of fulfilling its intended purpose with adequate routine maintenance.

*Wildlife* means the indigenous or naturalized species of birds or mammals that are either:

- (1) Wild and free-ranging;
- (2) Held in a captive breeding program established to reintroduce individuals of a depleted indigenous species into previously occupied range; or
- (3) Under the jurisdiction of a State fish and wildlife agency.

#### **Subpart B—State Fish and Wildlife Agency Eligibility**

##### **§ 80.10 Who is eligible to receive the benefits of the Acts?**

States acting through their fish and wildlife agencies are eligible for benefits of the Acts only if they pass and maintain legislation that:

- (a) Assents to the provisions of the Acts;
- (b) Ensures the conservation of fish and wildlife; and
- (c) Requires that revenue from hunting and fishing licenses be:
  - (1) Controlled only by the State fish and wildlife agency; and

- (2) Used only for administration of the State fish and wildlife agency, which includes only the functions required to manage the agency and the fish- and wildlife-related resources for which the agency has authority under State law.

##### **§ 80.11 How does a State become ineligible to receive the benefits of the Acts?**

A State becomes ineligible to receive the benefits of the Acts if it:

- (a) Fails materially to comply with any law, regulation, or term of a grant as it relates to acceptance and use of funds under the Acts;
- (b) Does not have legislation required at § 80.10 or passes legislation contrary to the Acts; or
- (c) Diverts hunting and fishing license revenue from:
  - (1) The control of the State fish and wildlife agency; or
  - (2) Purposes other than the agency's administration.

##### **§ 80.12 Does an agency have to confirm that it wants to receive an annual apportionment of funds?**

No. However, if a State fish and wildlife agency does not want to receive the annual apportionment of funds, it must notify the Service in writing within 60 days after receiving a preliminary certificate of apportionment.

#### **Subpart C—License Revenue**

##### **§ 80.20 What does revenue from hunting and fishing licenses include?**

Hunting and fishing license revenue includes:

- (a) All proceeds from State-issued general or special hunting and fishing licenses, permits, stamps, tags, access and use fees, and other State charges to hunt or fish for recreational purposes. Revenue from licenses sold by vendors is net income to the State after deducting reasonable sales fees or similar amounts retained by vendors.
- (b) Real or personal property acquired with license revenue.
- (c) Income from the sale, lease, or rental of, granting rights to, or a fee for access to real or personal property acquired or constructed with license revenue.
- (d) Income from the sale, lease, or rental of, granting rights to, or a fee for access to a recreational opportunity, product, or commodity derived from real or personal property acquired, managed, maintained, or produced by using license revenue.
- (e) Interest, dividends, or other income earned on license revenue.
- (f) Reimbursements for expenditures originally paid with license revenue.

(g) Payments received for services funded by license revenue.

##### **§ 80.21 What if a State diverts license revenue from the control of its fish and wildlife agency?**

The Director may declare a State to be in diversion if it violates the requirements of § 80.10 by diverting license revenue from the control of its fish and wildlife agency to purposes other than the agency's administration. The State is then ineligible to receive benefits under the relevant Act from the date the Director signs the declaration until the State resolves the diversion. Only the Director may declare a State to be in diversion, and only the Director may rescind the declaration.

##### **§ 80.22 What must a State do to resolve a declaration of diversion?**

The State must complete the actions in paragraphs (a) through (e) of this section to resolve a declaration of diversion. The State must use a source of funds other than license revenue to fund the replacement of license revenue.

(a) If necessary, the State must enact adequate legislative prohibitions to prevent diversions of license revenue.

(b) The State fish and wildlife agency must replace all diverted cash derived from license revenue and the interest lost up to the date of repayment. It must enter into State records the receipt of this cash and interest.

(c) The agency must receive either the revenue earned from diverted property during the period of diversion or the current market rental rate of any diverted property, whichever is greater.

(d) The agency must take one of the following actions to resolve a diversion of real, personal, or intellectual property:

- (1) Regain management control of the property, which must be in about the same condition as before diversion;
- (2) Receive replacement property that meets the criteria in paragraph (e) of this section; or
- (3) Receive a cash amount at least equal to the current market value of the diverted property only if the Director agrees that the actions described in paragraphs (d)(1) and (d)(2) of this section are impractical.

(e) To be acceptable under paragraph (d)(2) of this section:

- (1) Replacement property must have both:
  - (i) Market value that at least equals the current market value of the diverted property; and
  - (ii) Fish or wildlife benefits that at least equal those of the property diverted.

(2) The Director must agree that the replacement property meets the requirements of paragraph (e)(1) of this section.

**§ 80.23 Does a declaration of diversion affect a previous Federal obligation of funds?**

No. Federal funds obligated before the date that the Director declares a diversion remain available for expenditure without regard to the intervening period of the State's ineligibility. See § 80.91 for when a Federal obligation occurs.

**Subpart D—Certification of License Holders**

**§ 80.30 Why must an agency certify the number of paid license holders?**

A State fish and wildlife agency must certify the number of people having paid licenses to hunt and paid licenses to fish because the Service uses these data in statutory formulas to apportion funds in the Wildlife Restoration and Sport Fish Restoration programs among the States.

**§ 80.31 How does an agency certify the number of paid license holders?**

(a) A State fish and wildlife agency certifies the number of paid license

holders by responding to the Director's annual request for the following information:

(1) The number of people who have paid licenses to hunt in the State during the State-specified certification period (certification period); and

(2) The number of people who have paid licenses to fish in the State during the certification period.

(b) The agency director or his or her designee:

(1) Must certify the information at paragraph (a) of this section in the format that the Director specifies;

(2) Must provide documentation to support the accuracy of this information at the Director's request;

(3) Is responsible for eliminating multiple counting of the same individuals in the information that he or she certifies; and

(4) May use statistical sampling, automated record consolidation, or other techniques approved by the Director for this purpose.

(c) If an agency director uses statistical sampling to eliminate multiple counting of the same individuals, he or she must ensure that the sampling is complete by the earlier of the following:

(1) Five years after the last statistical sample; or

(2) Before completing the first certification following any change in the licensing system that could affect the number of license holders.

**§ 80.32 What is the certification period?**

A certification period must:

(a) Be 12 consecutive months;

(b) Correspond to the State's fiscal year or license year;

(c) Be consistent from year to year unless the Director approves a change; and

(d) End at least 1 year and no more than 2 years before the beginning of the Federal fiscal year in which the apportioned funds first become available for expenditure.

**§ 80.33 How does an agency decide who to count as paid license holders in the annual certification?**

(a) A State fish and wildlife agency must count only those people who have a license issued:

(1) In the license holder's name; or

(2) With a unique identifier that is traceable to the license holder, who must be verifiable in State records.

(b) An agency must follow the rules in this table in deciding how to count license holders in the annual certification:

Type of license holder	How to count each license holder
(1) A person who has either a paid hunting license or a paid sportfishing license even if the person is not required to have a paid license or is unable to hunt or fish.	Once.
(2) A person who has more than one paid hunting license because the person either voluntarily obtained them or was required to have more than one license.	Once.
(3) A person who has more than one paid sportfishing license because the person either voluntarily obtained them or was required to have more than one license.	Once.
(4) A person who has a paid single-year hunting license or a paid single-year sportfishing license for which the agency receives at least \$1 of net revenue. (Single-year licenses are valid for any length of time less than 2 years.)	Once in the certification period in which the license first becomes valid.
(5) A person who has a paid multiyear hunting license or a paid multiyear sportfishing license for which the agency receives at least \$1 of net revenue for each year in which the license is valid. (Multiyear licenses must also meet the requirements at § 80.35.)	Once in each certification period in which the license is valid.
(6) A person holding a paid single-year combination license permitting both hunting and sportfishing for which the agency receives at least \$2 of net revenue.	Twice in the first certification period in which the license is valid; once as a person who has a paid hunting license, and once as a person who has a paid sportfishing license.
(7) A person holding a paid multiyear combination license permitting both hunting and sportfishing for which the agency receives at least \$2 of net revenue for each year in which the license is valid. (Multiyear licenses must also meet the requirements in § 80.35.)	Twice in each certification period in which the license is valid; once as a person who has a paid hunting license, and once as a person who has a paid sportfishing license.
(8) A person who has a license that allows the license holder only to trap animals or only to engage in commercial fishing or other commercial activities.	Cannot be counted.

**§ 80.34 How does an agency calculate net revenue from a license?**

The State fish and wildlife agency must calculate net revenue from a license by subtracting the per-license

costs of issuing the license from the revenue generated by the license. Examples of costs of issuing licenses are vendors' fees, automated license-system costs, licensing-unit personnel costs,

and the costs of printing and distribution.

**§ 80.35 What additional requirements apply to multiyear licenses?**

The following additional requirements apply to multiyear licenses:

(a) A multiyear license may be valid for either a specific or indeterminate number of years, but it must be valid for at least 2 years.

(b) The agency must receive net revenue from a multiyear license that is in close approximation to the net revenue received for a single-year license providing similar privileges:

(1) Each year during the license period; or

(2) At the time of sale as if it were a single-payment annuity, which is an investment of the license fee that results in the agency receiving at least the minimum required net revenue for each year of the license period.

(c) An agency may spend a multiyear license fee as soon as the agency receives it as long as the fee provides the minimum required net revenue for the license period.

(d) The agency must count only the licenses that meet the minimum required net revenue for the license period based on:

(1) The duration of the license in the case of a multiyear license with a specified ending date; or

(2) Whether the license holder remains alive.

(e) The agency must obtain the Director's approval of its proposed technique to decide how many multiyear-license holders remain alive in the certification period. Some examples of techniques are statistical sampling, life-expectancy tables, and mortality tables.

**§ 80.36 May an agency count license holders in the annual certification if the agency receives funds from the State to cover their license fees?**

If a State fish and wildlife agency receives funds from the State to cover fees for some license holders, the agency may count those license holders in the annual certification only under the following conditions:

(a) The State funds to cover license fees must come from a source other than hunting- and fishing-license revenue.

(b) The State must identify funds to cover license fees separately from other funds provided to the agency.

(c) The agency must receive at least the average amount of State-provided discretionary funds that it received for the administration of the State's fish and wildlife agency during the State's five previous fiscal years.

(1) State-provided discretionary funds are those from the State's general fund

that the State may increase or decrease if it chooses to do so.

(2) Some State-provided funds are from special taxes, trust funds, gifts, bequests, or other sources specifically dedicated to the support of the State fish and wildlife agency. These funds typically fluctuate annually due to interest rates, sales, or other factors. They are not discretionary funds for purposes of this part as long as the State does not take any action to reduce the amount available to its fish and wildlife agency.

(d) The agency must receive State funds that are at least equal to the fees charged for the single-year license providing similar privileges. If the State does not have a single-year license providing similar privileges, the Director must approve the fee paid by the State for those license holders.

(e) The agency must receive and account for the State funds as license revenue.

(f) The agency must issue licenses in the license holder's name or by using a unique identifier that is traceable to the license holder, who must be verifiable in State records.

(g) The license fees must meet all other requirements of 50 CFR 80.

**§ 80.37 What must an agency do if it becomes aware of errors in its certified license data?**

A State fish and wildlife agency must submit revised certified data on paid license holders within 90 days after it becomes aware of errors in its certified data. The State may become ineligible to participate in the benefits of the relevant Act if it becomes aware of errors in its certified data and does not resubmit accurate certified data within 90 days.

**§ 80.38 May the Service recalculate an apportionment if an agency submits revised data?**

The Service may recalculate an apportionment of funds based on revised certified license data under the following conditions:

(a) If the Service receives revised certified data for a pending apportionment before the Director approves the final apportionment, the Service may recalculate the pending apportionment.

(b) If the Service receives revised certified data for an apportionment after the Director has approved the final version of that apportionment, the Service may recalculate the final apportionment only if it would not reduce funds to other State fish and wildlife agencies.

**§ 80.39 May the Director correct a Service error in apportioning funds?**

Yes. The Director may correct any error that the Service makes in apportioning funds.

**Subpart E—Eligible Activities****§ 80.50 What activities are eligible for funding under the Pittman-Robertson Wildlife Restoration Act?**

The following activities are eligible for funding under the Pittman-Robertson Wildlife Restoration Act:

(a) *Wildlife Restoration program.*

(1) Restore and manage wildlife for the benefit of the public.

(2) Conduct research on the problems of managing wildlife and its habitat if necessary to administer wildlife resources efficiently.

(3) Obtain data to guide and direct the regulation of hunting.

(4) Acquire real property suitable or capable of being made suitable for:

(i) Wildlife habitat; or

(ii) Public access for hunting or other wildlife-oriented recreation.

(5) Restore, rehabilitate, improve, or manage areas of lands or waters as wildlife habitat.

(6) Build structures or acquire equipment, goods, and services to:

(i) Restore, rehabilitate, or improve lands or waters as wildlife habitat; or

(ii) Provide public access for hunting or other wildlife-oriented recreation.

(7) Operate or maintain:

(i) Projects that the State fish and wildlife agency completed under the Pittman-Robertson Wildlife Restoration Act; or

(ii) Facilities that the agency acquired or constructed with funds other than those authorized under the Pittman-Robertson Wildlife Restoration Act if these facilities are necessary to carry out activities authorized by the Pittman-Robertson Wildlife Restoration Act.

(8) Coordinate grants in the Wildlife Restoration program and related programs and subprograms.

(b) *Wildlife Restoration—Basic Hunter Education and Safety subprogram.*

(1) Teach the skills, knowledge, and attitudes necessary to be a responsible hunter.

(2) Construct, operate, or maintain firearm and archery ranges for public use.

(c) *Enhanced Hunter Education and Safety program.*

(1) Enhance programs for hunter education, hunter development, and firearm and archery safety. Hunter-development programs introduce individuals to and recruit them to take part in hunting, bow hunting, target shooting, or archery.

(2) Enhance interstate coordination of hunter-education and firearm- and archery-range programs.

(3) Enhance programs for education, safety, or development of bow hunters, archers, and shooters.

(4) Enhance construction and development of firearm and archery ranges.

(5) Update safety features of firearm and archery ranges.

**§ 80.51 What activities are eligible for funding under the Dingell-Johnson Sport Fish Restoration Act?**

The following activities are eligible for funding under the Dingell-Johnson Sport Fish Restoration Act:

(a) *Sport Fish Restoration program.*

(1) Restore and manage sport fish for the benefit of the public.

(2) Conduct research on the problems of managing fish and their habitat and the problems of fish culture if necessary to administer sport fish resources efficiently.

(3) Obtain data to guide and direct the regulation of fishing. These data may be on:

(i) Size and geographic range of sport fish populations;

(ii) Changes in sport fish populations due to fishing, other human activities, or natural causes; and

(iii) Effects of any measures or regulations applied.

(4) Develop and adopt plans to restock sport fish and forage fish in the natural areas or districts covered by the plans; and obtain data to develop, carry out, and test the effectiveness of the plans.

(5) Stock fish for recreational purposes.

(6) Acquire real property suitable or capable of being made suitable for:

(i) Sport fish habitat or as a buffer to protect that habitat; or

(ii) Public access for sport fishing. Closures to sport fishing must be based on the recommendations of the State fish and wildlife agency for fish and wildlife management purposes.

(7) Restore, rehabilitate, improve, or manage:

(i) Aquatic areas adaptable for sport fish habitat; or

(ii) Land adaptable as a buffer to protect sport fish habitat.

(8) Build structures or acquire equipment, goods, and services to:

(i) Restore, rehabilitate, or improve aquatic habitat for sport fish, or land as a buffer to protect aquatic habitat for sport fish; or

(ii) Provide public access for sport fishing.

(9) Construct, renovate, operate, or maintain pumpout and dump stations. A pumpout station is a facility that

pumps or receives sewage from a type III marine sanitation device that the U.S. Coast Guard requires on some vessels. A dump station, also referred to as a "waste reception facility," is specifically designed to receive waste from portable toilets on vessels.

(10) Operate or maintain:

(i) Projects that the State fish and wildlife agency completed under the Dingell-Johnson Sport Fish Restoration Act; or

(ii) Facilities that the agency acquired or constructed with funds other than those authorized by the Dingell-Johnson Sport Fish Restoration Act if these facilities are necessary to carry out activities authorized by the Act.

(11) Coordinate grants in the Sport Fish Restoration program and related programs and subprograms.

(b) *Sport Fish Restoration—Recreational Boating Access subprogram.*

(1) Acquire land for new facilities, build new facilities, or acquire, renovate, or improve existing facilities to create or improve public access to the waters of the United States or improve the suitability of these waters for recreational boating. A broad range of access facilities and associated amenities can qualify for funding, but they must provide benefits to recreational boaters. "Facilities" includes auxiliary structures necessary to ensure safe use of recreational boating access facilities.

(2) Conduct surveys to determine the adequacy, number, location, and quality of facilities providing access to recreational waters for all sizes of recreational boats.

(c) *Sport Fish Restoration—Aquatic Resource Education subprogram.*

Enhance the public's understanding of water resources, aquatic life forms, and sport fishing, and develop responsible attitudes and ethics toward the aquatic environment.

(d) *Sport Fish Restoration—Outreach and Communications subprogram.*

(1) Improve communications with anglers, boaters, and the general public on sport fishing and boating opportunities.

(2) Increase participation in sport fishing and boating.

(3) Advance the adoption of sound fishing and boating practices including safety.

(4) Promote conservation and responsible use of the aquatic resources of the United States.

**§ 80.52 May an activity be eligible for funding if it is not explicitly eligible in this part?**

An activity may be eligible for funding even if this part does not

explicitly designate it as an eligible activity if:

(a) The State fish and wildlife agency justifies in the project statement how the activity will help carry out the purposes of the Pittman-Robertson Wildlife Restoration Act or the Dingell-Johnson Sport Fish Restoration Act; and

(b) The Regional Director concurs with the justification.

**§ 80.53 Are costs of State central services eligible for funding?**

Administrative costs in the form of overhead or indirect costs for State central services outside of the State fish and wildlife agency are eligible for funding under the Acts and must follow an approved cost allocation plan. These expenses must not exceed 3 percent of the funds apportioned annually to the State under the Acts.

**§ 80.54 What activities are ineligible for funding?**

The following activities are ineligible for funding under the Acts, except when necessary to carry out project purposes approved by the Regional Director:

(a) Law enforcement activities.

(b) Public relations activities to promote the State fish and wildlife agency, other State administrative units, or the State.

(c) Activities conducted for the primary purpose of producing income.

(d) Activities, projects, or programs that promote or encourage opposition to the regulated taking of fish, hunting, or the trapping of wildlife.

**§ 80.55 May an agency receive a grant to carry out part of a larger project?**

A State fish and wildlife agency may receive a grant to carry out part of a larger project that uses funds unrelated to the grant. The grant-funded part of the larger project must:

(a) Result in an identifiable outcome consistent with the purposes of the grant program;

(b) Be substantial in character and design;

(c) Meet the requirements of §§ 80.130 through 80.136 for any real property acquired under the grant and any capital improvements completed under the grant; and

(d) Meet all other requirements of the grant program.

**§ 80.56 How does a proposed project qualify as substantial in character and design?**

A proposed project qualifies as substantial in character and design if it:

(a) Describes a need consistent with the Acts;

(b) States a purpose and sets objectives, both of which are based on the need;



(c) Uses a planned approach, appropriate procedures, and accepted principles of fish and wildlife conservation and management, research, or education; and

(d) Is cost effective.

#### Subpart F—Allocation of Funds by an Agency

##### § 80.60 What is the relationship between the Basic Hunter Education and Safety subprogram and the Enhanced Hunter Education and Safety program?

The relationship between the Basic Hunter Education and Safety

subprogram (Basic Hunter Education) and the Enhanced Hunter Education and Safety program (Enhanced Hunter Education) is as follows:

	Basic Hunter Education funds	Enhanced Hunter Education funds
(a) Which activities are eligible for funding? .....	Those listed at § 80.50(a) and (b) .....	Those listed at 80.50(c), but see 80.60(d) under Basic Hunter Education funds.
(b) How long are funds available for obligation?	Two Federal fiscal years .....	One Federal fiscal year.
(c) What if funds are not fully obligated during the period of availability?	The Service may use unobligated funds to carry out the Migratory Bird Conservation Act (16 U.S.C. 715 <i>et seq.</i> ).	The Service reapportions unobligated funds to eligible States as Wildlife Restoration funds for the following fiscal year. States are eligible to receive funds only if their Basic Hunter Education funds were fully obligated in the preceding fiscal year for activities at § 80.50(b).
(d) What if funds are fully obligated during the period of availability?	If Basic Hunter Education funds are fully obligated for activities listed at 80.50(b), the agency may use that fiscal year's Enhanced Hunter Education funds for eligible activities related to Basic Hunter Education, Enhanced Hunter Education, or the Wildlife Restoration program.	No special provisions apply.

##### § 80.61 What requirements apply to funds for the Recreational Boating Access subprogram?

The requirements of this section apply to allocating and obligating funds for the Recreational Boating Access subprogram.

(a) A State fish and wildlife agency must allocate funds from each annual apportionment under the Dingell-Johnson Sport Fish Restoration Act for use in the subprogram.

(b) Over each 5-year period, the total allocation for the subprogram in each of the Service's geographic regions must average at least 15 percent of the Sport Fish Restoration funds apportioned to the States in that Region. As long as this requirement is met, an individual State agency may allocate more or less than 15 percent of its annual apportionment in a single Federal fiscal year with the Regional Director's approval.

(c) The Regional Director calculates Regional allocation averages for separate 5-year periods that coincide with Federal fiscal years 2008–2012, 2013–2017, 2018–2022, and each subsequent 5-year period.

(d) If the total Regional allocation for a 5-year period is less than 15 percent, the State agencies may, in a memorandum of understanding, agree among themselves which of them will make the additional allocations to eliminate the Regional shortfall.

(e) This paragraph applies if State fish and wildlife agencies do not agree on which of them will make additional allocations to bring the average Regional

allocation to at least 15 percent over a 5-year period. If the agencies do not agree:

(1) The Regional Director may require States in the Region to make changes needed to achieve the minimum 15-percent Regional average before the end of the fifth year; and

(2) The Regional Director must not require a State to increase or decrease its allocation if the State has allocated at least 15 percent over the 5-year period.

(f) A Federal obligation of these allocated funds must occur by the end of the fourth consecutive Federal fiscal year after the Federal fiscal year in which the funds first became available for allocation.

(g) If the agency's application to use these funds has not led to a Federal obligation by that time, these allocated funds become available for reapportionment among the State fish and wildlife agencies for the following fiscal year.

##### § 80.62 What limitations apply to spending on the Aquatic Resource Education and the Outreach and Communications subprograms?

The limitations in this section apply to State fish and wildlife agency spending on the Aquatic Resource Education and Outreach and Communications subprograms.

(a) Each State's fish and wildlife agency may spend a maximum of 15 percent of the annual amount apportioned to the State from the Sport Fish Restoration and Boating Trust

Fund for activities in both subprograms. The 15-percent maximum applies to both subprograms as if they were one.

(b) The 15-percent maximum for the subprograms does not apply to the Commonwealths of Puerto Rico and the Northern Mariana Islands, the District of Columbia, and the territories of Guam, the U.S. Virgin Islands, and American Samoa. These jurisdictions may spend more than 15 percent of their annual apportionments for both subprograms with the approval of the Regional Director.

##### § 80.63 Does an agency have to allocate costs in multipurpose projects and facilities?

Yes. A State fish and wildlife agency must allocate costs in multipurpose projects and facilities. A grant-funded project or facility is multipurpose if it carries out the purposes of:

(a) A single grant program under the Acts; and

(b) Another grant program under the Acts, a grant program not under the Acts, or an activity unrelated to grants.

##### § 80.64 How does an agency allocate costs in multipurpose projects and facilities?

A State fish and wildlife agency must allocate costs in multipurpose projects based on the uses or benefits for each purpose that will result from the completed project or facility. The agency must describe the method used to allocate costs in multipurpose projects or facilities in the project

statement included in the grant application.

**§ 80.65 Does an agency have to allocate funds between marine and freshwater fisheries projects?**

Yes. Each coastal State's fish and wildlife agency must equitably allocate the funds apportioned under the Dingell-Johnson Sport Fish Restoration Act between projects with benefits for marine fisheries and projects with benefits for freshwater fisheries.

(a) The subprograms authorized by the Dingell-Johnson Sport Fish Restoration Act do not have to allocate funding in the same manner as long as the State fish and wildlife agency equitably allocates Dingell-Johnson Sport Fish Restoration funds as a whole between marine and freshwater fisheries.

(b) The coastal States for purposes of this allocation are:

(1) Alabama, Alaska, California, Connecticut, Delaware, Florida, Georgia, Hawaii, Louisiana, Maine, Maryland, Massachusetts, Mississippi, New Hampshire, New Jersey, New York, North Carolina, Oregon, Rhode Island, South Carolina, Texas, Virginia, and Washington;

(2) The Commonwealths of Puerto Rico and the Northern Mariana Islands; and

(3) The territories of Guam, the U.S. Virgin Islands, and American Samoa.

**§ 80.66 What requirements apply to allocation of funds between marine and freshwater fisheries projects?**

The requirements of this section apply to allocation of funds between marine and freshwater fisheries projects.

(a) When a State fish and wildlife agency allocates and obligates funds it must meet the following requirements:

(1) The ratio of total funds obligated for marine fisheries projects to total funds obligated for marine and freshwater fisheries projects combined must equal the ratio of resident marine anglers to the total number of resident anglers in the State; and

(2) The ratio of total funds obligated for freshwater fisheries projects to total funds obligated for marine and freshwater fisheries projects combined must equal the ratio of resident freshwater anglers to the total number of resident anglers in the State.

(b) A resident angler is one who fishes for recreational purposes in the same State where he or she maintains legal residence.

(c) Agencies must determine the relative distribution of resident anglers in the State between those that fish in marine environments and those that fish

in freshwater environments. Agencies must use the National Survey of Fishing, Hunting, and Wildlife-associated Recreation or another statistically reliable survey or technique approved by the Regional Director for this purpose.

(d) If an agency uses statistical sampling to determine the relative distribution of resident anglers in the State between those that fish in marine environments and those that fish in freshwater environments, the sampling must be complete by the earlier of the following:

(1) Five years after the last statistical sample; or

(2) Before completing the first certification following any change in the licensing system that could affect the number of sportfishing license holders.

(e) The amounts allocated from each year's apportionment do not necessarily have to result in an equitable allocation for each year. However, the amounts allocated over a variable period, not to exceed 3 years, must result in an equitable allocation between marine and freshwater fisheries projects.

(f) Agencies that fail to allocate funds equitably between marine and freshwater fisheries projects may become ineligible to use Sport Fish Restoration program funds. These agencies must remain ineligible until they demonstrate to the Director that they have allocated the funds equitably.

**§ 80.67 May an agency finance an activity from more than one annual apportionment?**

A State fish and wildlife agency may use funds from more than one annual apportionment to finance high-cost projects, such as construction or acquisition of lands or interests in lands, including water rights. An agency may do this in either of the following ways:

(a) Finance the entire cost of the acquisition or construction from a non-Federal funding source. The Service will reimburse funds to the agency in succeeding apportionment years according to a plan approved by the Regional Director and subject to the availability of funds.

(b) Negotiate an installment purchase or contract in which the agency pays periodic and specified amounts to the seller or contractor according to a plan that schedules either reimbursements or advances of funds immediately before need. The Service will reimburse or advance funds to the agency according to a plan approved by the Regional Director and subject to the availability of funds.

**§ 80.68 What requirements apply to financing an activity from more than one annual apportionment?**

The following conditions apply to financing an activity from more than one annual apportionment:

(a) A State fish and wildlife agency must agree to complete the project even if Federal funds are not available. If an agency does not complete the project, it must recover any expended Federal funds that did not result in commensurate wildlife or sport-fishery benefits. The agency must then reallocate the recovered funds to approved projects in the same program.

(b) The project statement included with the application must have a complete schedule of payments to finish the project.

(c) Interest and other financing costs may be allowable subject to the restrictions in the applicable Federal Cost Principles.

**Subpart G—Application for a Grant**

**§ 80.80 How does an agency apply for a grant?**

(a) An agency applies for a grant by sending the Regional Director:

(1) Completed standard forms that are:

(i) Approved by the Office of Management and Budget for the grant application process; and

(ii) Available on the Federal Web site for electronic grant applications at <http://www.grants.gov>; and

(2) Information required for a comprehensive-management-system grant or a project-by-project grant.

(b) The director of the State fish and wildlife agency or his or her designee must sign all standard forms submitted in the application process.

(c) The agency must send copies of all standard forms and supporting information to the State Clearinghouse or Single Point of Contact before sending it to the Regional Director if the State supports this process under Executive Order 12372, Intergovernmental Review of Federal Programs.

**§ 80.81 What must an agency submit when applying for a comprehensive-management-system grant?**

A State fish and wildlife agency must submit the following documents when applying for a comprehensive-management-system grant:

(a) The standard form for an application for Federal assistance in a mandatory grant program.

(b) The standard forms for assurances for nonconstruction programs and construction programs as applicable. Agencies may submit these standard forms for assurances annually to the

Regional Director for use with all applications for Federal assistance in the programs and subprograms under the Acts.

(c) A statement of cost estimates by subaccount. Agencies may obtain the subaccount numbers from the Service's Regional Division of Wildlife and Sport Fish Restoration.

(d) Supporting documentation explaining how the proposed work complies with the Acts, the provisions of this part, and other applicable laws and regulations.

(e) A statement of the agency's intent to carry out and fund part or all of its comprehensive management system through a grant.

(f) A description of the agency's comprehensive management system including inventory, strategic plan, operational plan, and evaluation. "Inventory" refers to the process or processes that an agency uses to:

(1) Determine actual, projected, and desired resource and asset status; and  
(2) Identify management problems, issues, needs, and opportunities.

(g) A description of the State fish and wildlife agency program covered by the comprehensive management system.

(h) Contact information for the State fish and wildlife agency employee who is directly responsible for the integrity and operation of the comprehensive management system.

(i) A description of how the public can take part in decisionmaking for the comprehensive management system.

**§ 80.82 What must an agency submit when applying for a project-by-project grant?**

A State fish and wildlife agency must submit the following documents when applying for a project-by-project grant:

(a) The standard form for an application for Federal assistance in a mandatory grant program.

(b) The standard forms for assurances for nonconstruction programs and construction programs as applicable. Agencies may submit these standard forms for assurances annually to the Regional Director for use with all applications for Federal assistance in the programs and subprograms under the Acts.

(c) A project statement that describes each proposed project and provides the following information:

(1) *Need*. Explain why the project is necessary and how it fulfills the purposes of the relevant Act.

(2) *Purpose and Objectives*. State the purpose and objectives, and base them on the need. The purpose states the desired outcome of the proposed project in general or abstract terms. The objectives state the desired outcome of

the proposed project in terms that are specific and quantified.

(3) *Results or benefits expected*.

(4) *Approach*. Describe the methods used to achieve the stated objectives.

(5) *Useful life*. Propose a useful life for each capital improvement, and reference the method used to determine the useful life of a capital improvement with a value greater than \$100,000.

(6) *Geographic location*.

(7) *Principal investigator for research projects*. Record the principal investigator's name, work address, and work telephone number.

(8) *Program income*.

(i) Estimate the amount of program income that the project is likely to generate.

(ii) Indicate the method or combination of methods (deduction, addition, or matching) of applying program income to Federal and non-Federal outlays.

(iii) Request the Regional Director's approval for the matching method. Describe how the agency proposes to use the program income and the expected results. Describe the essential need for using program income as match.

(iv) Indicate whether the agency wants to treat program income that it earns after the grant period as license revenue or additional funding for purposes consistent with the grant or program.

(v) Indicate whether the agency wants to treat program income that the subgrantee earns as license revenue, additional funding for the purposes consistent with the grant or subprogram, or income subject only to the terms of the subgrant agreement.

(9) *Budget narrative*. Provide costs by project and subaccount with additional information sufficient to show that the project is cost effective. Agencies may obtain the subaccount numbers from the Service's Regional Division of Wildlife and Sport Fish Restoration. Describe any item that requires the Service's approval and estimate its cost. Examples are preaward costs and capital expenditures for land, buildings, and equipment. Include a schedule of payments to finish the project if an agency proposes to use funds from two or more annual apportionments.

(10) *Multipurpose projects*. Describe the method for allocating costs in multipurpose projects and facilities as described in §§ 80.63 and 80.64.

(11) *Relationship with other grants*. Describe any relationship between this project and other work funded by Federal grants that is planned, anticipated, or underway.

(12) *Timeline*. Describe significant milestones in completing the project and any accomplishments to date.

(13) *General*. Provide information in the project statement that:

(i) Shows that the proposed activities are eligible for funding and substantial in character and design; and

(ii) Enables the Service to comply with the applicable requirements of the National Environmental Policy Act of 1969 (42 U.S.C. 4321 and 4331–4347), the Endangered Species Act of 1973 (16 U.S.C. 1531 *et seq.*), the National Historic Preservation Act (16 U.S.C. 470s), and other laws, regulations, and policies.

**§ 80.83 What is the Federal share of allowable costs?**

(a) The Regional Director must provide at least 10 percent and no more than 75 percent of the allowable costs of a grant-funded project to the fish and wildlife agencies of the 50 States. The Regional Director generally approves any Federal share from 10 to 75 percent as proposed by one of the 50 States if the:

(1) Funds are available; and  
(2) Application is complete and consistent with laws, regulations, and policies.

(b) The Regional Director may provide funds to the District of Columbia to pay 75 to 100 percent of the allowable costs of a grant-funded project in a program or subprogram authorized by the Dingell-Johnson Sport Fish Restoration Act. The Regional Director decides on the specific Federal share between 75 and 100 percent based on what he or she decides is fair, just, and equitable. The Regional Director may reduce the Federal share to less than 75 percent of allowable project costs only if the District of Columbia voluntarily provides match to pay the remaining allowable costs. However, the Regional Director must not reduce the Federal share below 10 percent unless he or she follows the procedure at paragraph (d) of this section.

(c) The Regional Director may provide funds to pay 75 to 100 percent of the allowable costs of a project funded by a grant to a fish and wildlife agency of the Commonwealths of Puerto Rico and the Northern Mariana Islands and the territories of Guam, the U.S. Virgin Islands, and American Samoa. The Regional Director decides on the specific Federal share between 75 and 100 percent based on what he or she decides is fair, just, and equitable. The Regional Director may reduce the Federal share to less than 75 percent of allowable project costs only if the Commonwealth or territorial fish and

wildlife agency voluntarily provides match to pay the remaining allowable costs. However, the Regional Director must not reduce the Federal share below 10 percent unless he or she follows the procedure at paragraph (d) of this section. The Federal share of allowable costs for a grant-funded project for the Commonwealth of the Northern Mariana Islands and the territories of Guam, the U.S. Virgin Islands, and American Samoa may be affected by the waiver process described at § 80.84(c).

(d) The Regional Director may waive the 10-percent minimum Federal share of allowable costs if the State, District of Columbia, Commonwealth, or territory requests a waiver and provides compelling reasons to justify why it is necessary for the Federal government to fund less than 10 percent of the allowable costs of a project.

**§ 80.84 How does the Service establish the non-Federal share of allowable costs?**

(a) To establish the non-Federal share of a grant-funded project for the 50 States, the Regional Director approves an application for Federal assistance in which the State fish and wildlife agency proposes the specific non-Federal share by estimating the Federal and match dollars, consistent with § 80.83(a).

(b) To establish the non-Federal share of a grant-funded project for the District of Columbia and the Commonwealth of Puerto Rico, the Regional Director:

(1) Decides which percentage is fair, just, and equitable for the Federal share consistent with § 80.83(b) through (d);

(2) Subtracts the Federal share percentage from 100 percent to determine the percentage of non-Federal share; and

(3) Applies the percentage of non-Federal share to the allowable costs of a grant-funded project to determine the match requirement.

(c) To establish the non-Federal share of a grant-funded project for the Commonwealth of the Northern Mariana Islands and the territories of Guam, the U.S. Virgin Islands, and American Samoa, the Regional Director must first calculate a preliminary percentage of non-Federal share in the same manner as described in paragraph (b) of this section. Following 48 U.S.C. 1469a, the Regional Director must then waive the first \$200,000 of match to establish the final non-Federal match requirement for a project that includes funding from only one grant program or subprogram. If a project includes funds from more than one grant program or subprogram, the Regional Director must waive the first \$200,000 of match applied to the funds for each program and subprogram.

**§ 80.85 What requirements apply to match?**

The requirements that apply to match include:

(a) Match may be in the form of cash or in-kind contributions.

(b) Unless authorized by Federal law, the State fish and wildlife agency or any other entity must not:

(1) Use as match Federal funds or the value of an in-kind contribution acquired with Federal funds; or

(2) Use the cost or value of an in-kind contribution to satisfy a match requirement if the cost or value has been or will be used to satisfy a match requirement of another Federal grant, cooperative agreement, or contract.

(c) The agency must fulfill match requirements at the:

(1) Grant level if the grant has funds from a single subaccount; or

(2) Subaccount level if the grant has funds from more than one subaccount.

**Subpart H—General Grant Administration**

**§ 80.90 What are the grantee's responsibilities?**

A State fish and wildlife agency as a grantee is responsible for all of the actions required by this section.

(a) Compliance with all applicable Federal, State, and local laws and regulations.

(b) Supervision to ensure that the work follows the terms of the grant, including:

(1) Proper and effective use of funds;

(2) Maintenance of records;

(3) Submission of complete and accurate Federal financial reports and performance reports by the due dates in the terms and conditions of the grant; and

(4) Regular inspection and monitoring of work in progress.

(c) Selection and supervision of personnel to ensure that:

(1) Adequate and competent personnel are available to complete the grant-funded work on schedule; and

(2) Project personnel meet time schedules, accomplish the proposed work, meet objectives, and submit the required reports.

(d) Settlement of all procurement-related contractual and administrative issues.

(e) Giving reasonable access to work sites and records by employees and contractual auditors of the Service, the Department of the Interior, and the Comptroller General of the United States.

(1) Access is for the purpose of:

(i) Monitoring progress, conducting audits, or other reviews of grant-funded projects; and

(ii) Monitoring the use of license revenue.

(2) Regulations on the uniform administrative requirements for grants awarded by the Department of the Interior describe the records that are subject to these access requirements.

(3) The closeout of an award does not affect the grantee's responsibilities described in this section.

(f) Control of all assets acquired under the grant to ensure that they serve the purpose for which acquired throughout their useful life.

**§ 80.91 What is a Federal obligation of funds and how does it occur?**

An obligation of funds is a legal liability to disburse funds immediately or at a later date as a result of a series of actions. All of these actions must occur to obligate funds for the formula-based grant programs authorized by the Acts:

(a) The Service sends an annual certificate of apportionment to a State fish and wildlife agency, which tells the agency how much funding is available according to formulas in the Acts.

(b) The agency sends the Regional Director an application for Federal assistance to use the funds available to it under the Acts and commits to provide the required match to carry out projects that are substantial in character and design.

(c) The Regional Director notifies the agency that he or she approves the application for Federal assistance and states the terms and conditions of the grant.

(d) The agency accepts the terms and conditions of the grant in one of the following ways:

(1) Starts work on the grant-funded project by placing an order, entering into a contract, awarding a subgrant, receiving goods or services, or otherwise incurring allowable costs during the grant period that will require payment immediately or in the future;

(2) Draws down funds for an allowable activity under the grant; or

(3) Sends the Regional Director a letter, fax, or e-mail accepting the terms and conditions of the grant.

**§ 80.92 How long are funds available for a Federal obligation?**

Funds are available for a Federal obligation during the fiscal year for which they are apportioned and until the close of the following fiscal year except for funds in the Enhanced Hunter Education and Safety program and the Recreational Boating Access subprogram. See §§ 80.60 and 80.61 for the length of time that funds are available in this program and subprogram.

**§ 80.93 When may an agency incur costs under a grant?**

A State fish and wildlife agency may incur costs under a grant from the effective date of the grant period to the end of the grant period except for preaward costs that meet the conditions in § 80.94.

**§ 80.94 May an agency incur costs before the beginning of the grant period?**

(a) A State fish and wildlife agency may incur costs of a proposed project before the beginning of the grant period (preaward costs). However, the agency has no assurance that it will receive reimbursement until the Regional Director awards a grant that incorporates a project statement demonstrating that the preaward costs conform to all of the conditions in paragraph (b) of this section.

(b) Preaward costs must meet the following requirements:

(1) The costs are necessary and reasonable for accomplishing the grant objectives.

(2) The Regional Director would have approved the costs if the State fish and wildlife agency incurred them during the grant period.

(3) The agency incurs these costs in anticipation of the grant and in conformity with the negotiation of the award with the Regional Director.

(4) The activities associated with the preaward costs comply with all laws, regulations, and policies applicable to a grant-funded project.

(5) The agency must:

(i) Obtain the Regional Director's concurrence that the Service will be able to comply with the applicable laws, regulations, and policies before the agency starts work on the ground; and

(ii) Provide the Service with all the information it needs with enough lead time for it to comply with the applicable laws, regulations, and policies.

(6) The agency must not complete the project before the beginning of the grant

period unless the Regional Director concurs that doing so is necessary to take advantage of temporary circumstances favorable to the project or to meet legal deadlines. An agency completes a project when it incurs all costs and finishes all work necessary to achieve the project objectives.

(c) The agency can receive reimbursement for preaward costs only after the beginning of the grant period.

**§ 80.95 How does an agency receive Federal grant funds?**

(a) A State fish and wildlife agency may receive Federal grant funds through either:

(1) A request for reimbursement; or

(2) A request for an advance of funds if the agency maintains or demonstrates that it will maintain procedures to minimize time between transfer of funds and disbursement by the agency or its subgrantee.

(b) An agency must use the following procedures to receive a reimbursement or an advance of funds:

(1) Request funds through an electronic payment system designated by the Regional Director; or

(2) Request funds on a standard form for that purpose only if the agency is unable to use the electronic payment system.

(c) The Regional Director will reimburse or advance funds only to the office or official designated by the agency and authorized by State law to receive public funds for the State.

(d) All payments are subject to final determination of allowability based on audit or a Service review. The State fish and wildlife agency must repay any overpayment as directed by the Regional Director.

(e) The Regional Director may withhold payments pending receipt of all required reports or documentation for the project.

**§ 80.96 May an agency use Federal funds without using match?**

(a) The State fish and wildlife agency must not draw down any Federal funds for a grant-funded project under the Acts in greater proportion to the use of match than total Federal funds bear to total match unless:

(1) The grantee draws down Federal grant funds to pay for construction, including land acquisition;

(2) An in-kind contribution of match is not yet available for delivery to the grantee or subgrantee; or

(3) The project is not at the point where it can accommodate an in-kind contribution.

(b) If an agency draws down Federal funds in greater proportion to the use of match than total Federal funds bear to total match under the conditions described at paragraphs (a)(1) through (a)(3) of this section, the agency must:

(1) Obtain the Regional Director's prior approval, and

(2) Satisfy the project's match requirement before it submits the final Federal financial report.

**§ 80.97 May an agency barter goods or services to carry out a grant-funded project?**

Yes. A State fish and wildlife agency may barter to carry out a grant-funded project. A barter transaction is the exchange of goods or services for other goods or services without the use of cash. Barter transactions are subject to the Cost Principles at 2 CFR part 220, 2 CFR part 225, or 2 CFR part 230.

**§ 80.98 How must an agency report barter transactions?**

(a) A State fish and wildlife agency must follow the requirements in the following table when reporting barter transactions in the Federal financial report:

If . . .	Then the agency . . .
(1) The goods or services exchanged have the same market value..	(i) Does not have to report bartered goods or services as program income or grant expenses in the Federal financial report; and
(2) The market value of the goods or services relinquished exceeds the market value of the goods and services received..	(ii) Must disclose that barter transactions occurred and state what was bartered in the Remarks section of the report.
(3) The market value of the goods or services received exceeds the market value of the goods and services relinquished..	Must report the difference in market value as grant expenses in the Federal financial report.
(4) The barter transaction was part of a cooperative farming or grazing arrangement meeting the requirements in paragraph (b) of this section..	Must report the difference in market value as program income in the Federal financial report.
	(i) Does not have to report bartered goods or services as program income or grant expenses in the Federal financial report; and
	(ii) Must disclose that barter transactions occurred and identify what was bartered in the Remarks section of the Federal financial report.



(b) For purposes of paragraph (a)(4) of this section, cooperative farming or grazing is an arrangement in which an agency:

- (1) Allows an agricultural producer to farm or graze livestock on land under the agency's control; and
- (2) Designs the farming or grazing to advance the agency's fish and wildlife management objectives.

**§ 80.99 Are symbols available to identify projects?**

Yes. The following distinctive symbols are available to identify projects funded by the Acts and products on which taxes and duties have been collected to support the Acts:

(a) The symbol of the Pittman-Robertson Wildlife Restoration Act follows:



(b) The symbol of the Dingell-Johnson Sport Fish Restoration Act follows:



(c) The symbol of the Acts when used in combination follows:



**§ 80.100 Does an agency have to display one of the symbols in this part on a completed project?**

No. A State fish and wildlife agency does not have to display one of the symbols in § 80.99 on a project

completed under the Acts. However, the Service encourages agencies to display the appropriate symbol following these requirements or guidelines:

(a) An agency may display the appropriate symbol(s) on:

(1) Areas such as wildlife-management areas, shooting ranges, and sportfishing and boating-access facilities that were acquired, developed, operated, or maintained with funds authorized by the Acts; and

(2) Printed or Web-based material or other visual representations of project accomplishments.

(b) An agency may require a subgrantee to display the appropriate symbol or symbols in the places described in paragraph (a) of this section.

(c) The Director or Regional Director may authorize an agency to use the symbols in a manner other than as described in paragraph (a) of this section.

(d) The Director or Regional Director may authorize other persons, organizations, agencies, or governments to use the symbols for purposes related to the Acts by entering into a written agreement with the user. An applicant must state how it intends to use the symbol(s), to what it will attach the symbol(s), and the relationship to the specific Act.

(e) The user of the symbol(s) must indemnify and defend the United States and hold it harmless from any claims, suits, losses, and damages from:

(1) Any allegedly unauthorized use of any patent, process, idea, method, or device by the user in connection with its use of the symbol(s), or any other alleged action of the user; and

(2) Any claims, suits, losses, and damages arising from alleged defects in the articles or services associated with the symbol(s).

(f) The appearance of the symbol(s) on projects or products indicates that the manufacturer of the product pays excise taxes in support of the respective Act(s), and that the project was funded under the respective Act(s) (26 U.S.C. 4161, 4162, 4181, 4182, 9503, and 9504). The Service and the Department of the Interior make no representation or endorsement whatsoever by the display of the symbol(s) as to the quality, utility, suitability, or safety of any product, service, or project associated with the symbol(s).

(g) No one may use any of the symbols in any other manner unless the Director or Regional Director authorizes it. Unauthorized use of the symbol(s) is a violation of 18 U.S.C. 701 and subjects the violator to possible fines and imprisonment.

**Subpart I—Program Income**

**§ 80.120 What is program income?**

(a) Program income is gross income received by the grantee or subgrantee and earned only as a result of the grant during the grant period.

(b) Program income includes revenue from:

(1) Services performed under a grant;

(2) Use or rental of real or personal property acquired, constructed, or managed with grant funds;

(3) Payments by concessioners or contractors under an arrangement with the agency or subgrantee to provide a service in support of grant objectives on real property acquired, constructed, or managed with grant funds;

(4) Sale of items produced under a grant;

(5) Royalties and license fees for copyrighted material, patents, and inventions developed as a result of a grant; or

(6) Sale of a product of mining, drilling, forestry, or agriculture during the period of a grant that supports the:

(i) Mining, drilling, forestry, or agriculture; or

(ii) Acquisition of the land on which these activities occurred.

(c) Program income does not include:

(1) Interest on grant funds, rebates, credits, discounts, or refunds;

(2) Sales receipts retained by concessioners or contractors under an arrangement with the agency to provide a service in support of grant objectives on real property acquired, constructed, or managed with grant funds;

(3) Cash received by the agency or by volunteer instructors to cover incidental costs of a class for hunter or aquatic-resource education;

(4) Cooperative farming or grazing arrangements as described at § 80.98; or

(5) Proceeds from the sale of real property.

**§ 80.121 May an agency earn program income?**

A State fish and wildlife agency may earn income from activities incidental to the grant purposes as long as producing income is not a primary purpose. The agency must account for income received from these activities in the project records and dispose of it according to the terms of the grant.

**§ 80.122 May an agency deduct the costs of generating program income from gross income?**

(a) A State fish and wildlife agency may deduct the costs of generating program income from gross income when it calculates program income as long as the agency does not:

- (1) Pay these costs with:
- (i) Federal or matching cash under a Federal grant; or
  - (ii) Federal cash unrelated to a grant.
- (2) Cover these costs by accepting:
- (i) Matching in-kind contributions for a Federal grant; or
  - (ii) Donations of services, personal property, or real property unrelated to a Federal grant.
- (b) Examples of costs of generating program income that may qualify for deduction from gross income if they are consistent with paragraph (a) of this section are:

- (1) Cost of estimating the amount of commercially acceptable timber in a forest and marking it for harvest if the commercial harvest is incidental to a grant-funded habitat-management or facilities-construction project.
- (2) Cost of publishing research results as a pamphlet or book for sale if the publication is incidental to a grant-funded research project.
- § 80.123 How may an agency use program income?**
- (a) A State fish and wildlife agency may choose any of the three methods listed in paragraph (b) of this section for

applying program income to Federal and non-Federal outlays. The agency may also use a combination of these methods. The method or methods that the agency chooses will apply to the program income that it earns during the grant period and to the program income that any subgrantee earns during the grant period. The agency must indicate the method that it wants to use in the project statement that it submits with each application for Federal assistance.

(b) The three methods for applying program income to Federal and non-Federal outlays are in the following table:

Method	Requirements for using the method
(1) Deduction .....	<ul style="list-style-type: none"> <li>(i) The agency must deduct the program income from total allowable costs to determine the net allowable costs.</li> <li>(ii) The agency must use program income for current costs under the grant unless the Regional Director authorizes otherwise.</li> <li>(iii) If the agency does not indicate the method that it wants to use in the project statement, then it must use the deduction method.</li> </ul>
(2) Addition .....	<ul style="list-style-type: none"> <li>(i) The agency may add the program income to the Federal and matching funds under the grant.</li> <li>(ii) The agency must use the program income for the purposes of the grant and under the terms of the grant.</li> </ul>
(3) Matching .....	<ul style="list-style-type: none"> <li>(i) The agency must request the Regional Director's approval in the project statement.</li> <li>(ii) The agency must explain in the project statement how the agency proposes to use the program income, the expected results, and why it is essential to use program income as match.</li> <li>(iii) The Regional Director may approve the use of the matching method if the requirements of paragraph (c) of this section are met.</li> </ul>

(c) The Regional Director may approve the use of the matching method if the proposed use of the program income would:

- (1) Be consistent with the intent of the applicable Act or Acts; and
- (2) Result in at least one of the following:
  - (i) The agency substitutes program income for at least some of the match that it would otherwise have to provide, and then uses this saved match for other fish or wildlife-related projects;
  - (ii) The agency substitutes program income for at least some of the apportioned Federal funds, and then uses the saved Federal funds for additional eligible activities under the program; or
  - (iii) A net benefit to the program.

**§ 80.124 How may an agency use unexpended program income?**

If a State fish and wildlife agency has unexpended program income on its final Federal financial report, it may use the income under a subsequent grant for any activity eligible for funding in the grant program that generated the income.

**§ 80.125 How must an agency treat income that it earns after the grant period?**

(a) The State fish and wildlife agency must treat program income that it earns after the grant period as either:

- (1) License revenue for the administration of the agency; or
- (2) Additional funding for purposes consistent with the grant or the program.

(b) The agency must indicate its choice of one of the alternatives in paragraph (a) of this section in the project statement that the agency submits with each application for Federal assistance. If the agency does not record its choice in the project statement, the agency must treat the income earned after the grant period as license revenue.

**§ 80.126 How must an agency treat income earned by a subgrantee after the grant period?**

(a) The State fish and wildlife agency must treat income earned by a subgrantee after the grant period as:

- (1) License revenue for the administration of the agency;
- (2) Additional funding for purposes consistent with the grant or the program; or

(3) Income subject only to the terms of the subgrant agreement and any subsequent contractual agreements between the agency and the subgrantee.

(b) The agency must indicate its choice of one of the above alternatives in the project statement that it submits with each application for Federal assistance. If the agency does not indicate its choice in the project

statement, the subgrantee does not have to account for any income that it earns after the grant period unless required to do so in the subgrant agreement or in any subsequent contractual agreement.

**Subpart J—Real Property**

**§ 80.130 Does an agency have to hold title to real property acquired under a grant?**

A State fish and wildlife agency must hold title to an ownership interest in real property acquired under a grant to the extent possible under State law.

(a) Some States do not authorize their fish and wildlife agency to hold the title to real property that the agency manages. In these cases, the State or one of its administrative units may hold the title to grant-funded real property as long as the agency has the authority to manage the real property for its authorized purpose under the grant. The agency, the State, or another administrative unit of State government must not hold title to an undivided ownership interest in the real property concurrently with a subgrantee or any other entity.

(b) An ownership interest is an interest in real property that gives the person who holds it the right to use and occupy a parcel of land or water and to exclude others. Ownership interests include fee and leasehold interests but not easements.



**§ 80.131 Does an agency have to hold an easement acquired under a grant?**

A State fish and wildlife agency must hold an easement acquired under a grant, but it may share certain rights or responsibilities as described in paragraph (b) of this section if consistent with State law.

(a) Any sharing of rights or responsibilities does not diminish the agency's responsibility to manage the easement for its authorized purpose.

(b) The agency may share holding or enforcement of an easement only in the following situations:

(1) The State or another administrative unit of State government may hold an easement on behalf of its fish and wildlife agency.

(2) The agency may subgrant the concurrent right to hold the easement to a nonprofit organization or to a local or tribal government. A concurrent right to hold an easement means that both the State agency and the subgrantee hold the easement and share its rights and responsibilities.

(3) The agency may subgrant a right of enforcement to a nonprofit organization or to a local or tribal government. This right of enforcement may allow the subgrantee to have reasonable access and entry to property protected under the easement for purposes of inspection, monitoring, and enforcement. The subgrantee's right of enforcement must not supersede and must be concurrent with the agency's right of enforcement.

**§ 80.132 Does an agency have to control the land or water where it completes capital improvements?**

Yes. A State fish and wildlife agency must control the parcel of land and water on which it completes a grant-funded capital improvement. An agency must exercise this control by holding title to a fee or leasehold interest or through another legally binding agreement. Control must be adequate for the protection, maintenance, and use of the improvement for its authorized purpose during its useful life even if the agency did not acquire the parcel with grant funds.

**§ 80.133 Does an agency have to maintain acquired or completed capital improvements?**

Yes. A State fish and wildlife agency is responsible for maintaining capital improvements acquired or completed under a grant to ensure that each capital improvement continues to serve its authorized purpose during its useful life.

**§ 80.134 How must an agency use real property?**

(a) If a grant funds acquisition of an interest in a parcel of land or water, the State fish and wildlife agency must use it for the purpose authorized in the grant.

(b) If a grant funds construction of a capital improvement, the agency must use the capital improvement for the purpose authorized in the grant during the useful life of the capital improvement. The agency must do this even if it did not use grant funds to:

(1) Acquire the parcel on which the capital improvement is located; or

(2) Build the structure in which the capital improvement is a component.

(c) If a grant funds management, operation, or maintenance of a parcel of land or water, or a capital improvement, the agency must use it for the purpose authorized in the grant during the grant period. The agency must do this even if it did not acquire the parcel or construct the capital improvement with grant funds.

(d) A State agency may allow commercial, recreational, and other secondary uses of a grant-funded parcel of land or water or capital improvement if these secondary uses do not interfere with the authorized purpose of the grant.

**§ 80.135 What if an agency allows a use of real property that interferes with its authorized purpose?**

(a) When a State fish and wildlife agency allows a use of real property that interferes with its authorized purpose under a grant, the agency must fully restore the real property to its authorized purpose.

(b) If the agency cannot fully restore the real property to its authorized purpose, it must replace the real property using non-Federal funds.

(c) The agency must determine that the replacement property:

(1) Is of at least equal value at current market prices; and

(2) Has fish, wildlife, and public-use benefits consistent with the purposes of the original grant.

(d) The Regional Director may require the agency to obtain an appraisal and appraisal review to estimate the value of the replacement property at current market prices if the agency cannot support its assessment of value.

(e) The agency must obtain the Regional Director's approval of:

(1) Its determination of the value and benefits of the replacement property; and

(2) The documentation supporting this determination.

(f) The agency may have a reasonable time, up to 3 years from the date of

notification by the Regional Director, to restore the real property to its authorized purpose or acquire replacement property. If the agency does not restore the real property to its authorized purpose or acquire replacement property within 3 years, the Director may declare the agency ineligible to receive new grants in the program or programs that funded the original acquisition.

**§ 80.136 Is it a diversion if an agency does not use grant-acquired real property for its authorized purpose?**

If a State fish and wildlife agency does not use grant-acquired real property for its authorized purpose, a diversion occurs only if both of the following conditions apply:

(a) The agency used license revenue as match for the grant; and

(b) The unauthorized use is for a purpose other than management of the fish- and wildlife-related resources for which the agency has authority under State law.

**§ 80.137 What if real property is no longer useful or needed for its original purpose?**

If the director of the State fish and wildlife agency and the Regional Director jointly decide that grant-funded real property is no longer useful or needed for its original purpose under the grant, the director of the agency must:

(a) Propose another eligible purpose for the real property under the grant program and ask the Regional Director to approve this proposed purpose, or

(b) Request disposition instructions for the real property under the process described at 43 CFR 12.71, "Administrative and Audit Requirements and Cost Principles for Assistance Programs."

**Subpart K—Revisions and Appeals****§ 80.150 How does an agency ask for revision of a grant?**

(a) A State fish and wildlife agency must ask for revision of a project or grant by sending the Service the following documents:

(1) The standard form approved by the Office of Management and Budget as an application for Federal assistance. The agency may use this form to update or request a change in the information that it submitted in an approved application. The director of the agency or his or her designee must sign this form.

(2) A statement attached to the application for Federal assistance that explains:

(i) How the requested revision would affect the information that the agency

submitted with the original grant application; and

(ii) Why the requested revision is necessary.

(b) An agency must send any requested revision of the purpose or objectives of a project or grant to the State Clearinghouse or Single Point of Contact if the State maintains this process under Executive Order 12372, Intergovernmental Review of Federal Programs.

**§ 80.151 May an agency appeal a decision?**

An agency may appeal the Director's or Regional Director's decision on any matter subject to this part.

(a) The State fish and wildlife agency must send the appeal to the Director within 30 days of the date that the Director or Regional Director mails or otherwise informs an agency of a decision.

(b) The agency may appeal the Director's decision under paragraph (a) of this section to the Secretary within 30 days of the date that the Director mailed the decision. An appeal to the Secretary must follow procedures in 43 CFR part 4, subpart G, "Special Rules Applicable to other Appeals and Hearings."

**Subpart L—Information Collection**

**§ 80.160 What are the information collection requirements of this part?**

(a) This part requires each State fish and wildlife agency to provide the following information to the Service. The State agency must:

(1) Certify the number of people who have paid licenses to hunt and the number of people who have paid licenses to fish in a State during the State-specified certification period (OMB control number 1018-0007).

(2) Provide information for a grant application on a Governmentwide standard form (OMB control number 4040-0002).

(3) Certify on a Governmentwide standard form that it:

(i) Has the authority to apply for the grant;

(ii) Has the capability to complete the project; and

(iii) Will comply with the laws, regulations, and policies applicable to nonconstruction projects, construction projects, or both (OMB control numbers 4040-0007 and 4040-0009).

(4) Provide a project statement that describes the need, purpose and objectives, results or benefits expected, approach, geographic location, explanation of costs, and other information that demonstrates that the project is eligible under the Acts and

meets the requirements of the Federal Cost Principles and the laws, regulations, and policies applicable to the grant program (OMB control number 1018-0109).

(5) Change or update information provided to the Service in a previously approved application (OMB control number 1018-0109).

(6) Report on a Governmentwide standard form on the status of Federal grant funds and any program income earned (OMB control number 0348-0061).

(7) Report as a grantee on progress in completing the grant-funded project (OMB control number 1018-0109).

(b) The authorizations for information collection under this part are in the Acts and in 43 CFR part 12, subpart C, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments."

(c) Send comments on the information collection requirements to: U.S. Fish and Wildlife Service, Information Collection Clearance Officer, 4401 North Fairfax Drive, MS 2042-PDM, Arlington, VA 22203.

Dated July 19, 2011.

**Rachel Jacobson,**  
*Acting Assistant Secretary for Fish and Wildlife and Parks.*

[FR Doc. 2011-19206 Filed 7-29-11; 8:45 am]

BILLING CODE 4310-55-P

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-10. Approval of Various Consent Agenda Items – Continued

10. Authorizing the County to piggyback off of the Florida Sheriff's Association & Florida Association of Counties, Bid #13-11-0904, Specification #9, in accordance with the Escambia County Code of Ordinances, Chapter 46, Article II, Section 46-44, Application; exemptions; and Section 46-64, Board approval, and awarding a Purchase Order for two Ford F550 4x4 cab and chassis, in accordance with the specifications, to Duval Ford, LLC, d/b/a Duval Ford, in the amount of \$111,310, for the Department of Solid Waste Management (Funding: Fund 401, Solid Waste Fund, Cost Center 230314, Object Code 56401).

3. FWC Grant – Perdido Bay Boat Ramp

Motion made by Commissioner Robertson, seconded by Commissioner Robinson, and carried unanimously, taking the following action concerning a Grant Application to the Florida Fish and Wildlife Conservation Commission (FWC) for a public boat ramp on Perdido Bay (Funding: Fund 110, Other Grants and Projects Fund, Cost Center 220807, Vessel Registration Fees, and/or Fund 352, "LOST III," Cost Center 220102, NESD Capital Projects):

- A. Approving to apply for a Florida Boating Improvement Program Grant, up to \$150,000, with a 25% match not to exceed \$50,000, to the FWC for the design, engineering, and permitting of a new public boat ramp on Perdido Bay, located in the 10800 Block of Lillian Highway;
- B. Authorizing the Office of Purchasing to solicit for a firm to provide design and engineering services, and to obtain environmental permits, subject to funding by Grant award and/or other sources; and
- C. Authorizing the County Administrator to sign the Grant Application and any subsequent documents relating to the Grant Application without further Board action.

Speaker(s):

Andrew Blewer



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

**AI-9637**

**County Administrator's Report 13. 17.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 01/21/2016

**Issue:** Supplemental Budget Amendment #052 - Supplemental Nutrition Assistance Program Grant (SNAP)

**From:** Amy Lovoy, Assistant County Administrator

**Organization:** Asst County Administrator - Lovoy

**CAO Approval:**

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### **RECOMMENDATION:**

Recommendation Concerning Supplemental Budget Amendment #052 - Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #052, Other Grants and Projects Fund (110) in the amount of \$33,316, to recognize an adjustment to the Supplemental Nutrition Assistance Program Grant (SNAP) and to appropriate the additional funds for this Grant. Participants in this program gain skills, training, and/or work experience that will increase their ability to move directly into employment.

### **BACKGROUND:**

The Supplemental Nutrition Assistance Program Grant was budgeted at \$52,273. Funding of \$12,589 was allocated for an extension period which ran from October 1, 2015 through December 31, 2015. The new grant began on January 1, 2016 and will end on June 30, 2016 in which Escambia County was awarded \$73,000. This amendment recognizes the adjustment needed of \$33,316. The SNAP Grant was budgeted for the full year.

### **BUDGETARY IMPACT:**

This amendment will increase Fund 110 by \$33,316.

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

N/A

### **PERSONNEL:**

This grant will fund three Job Development Specialist positions. Two positions will be created with the acceptance of the contract and one which is already providing these services currently. The Department of Neighborhood and Human Services will oversee this grant.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

Board policy requires increases and decreases in revenues to be approved by the Board.

**IMPLEMENTATION/COORDINATION:**

N/A

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**Attachments**

SBA# 052

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**Board of County Commissioners  
Escambia County  
Supplemental Budget Amendment Resolution**

**Resolution Number  
R2016-**

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WHEREAS, the following revenues were unanticipated in the adopted budget for Escambia County and the Board of County Commissioners now desires to appropriate said funds within the County Budget.

WHEREAS, Escambia County was awarded the Supplemental Nutrition Assistance Program grant by Workforce Escarosa, Inc., and we must recognize an adjustment to the budget to be appropriated for this grant.

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, 2016:

Other Grants & Projects	110		
<b>Fund Name</b>	<b>Fund Number</b>		
<b>Revenue Title</b>	<b>Fund Number</b>	<b>Account Code</b>	<b>Amount</b>
Supplemental Nutrition Assistance Grant (SNAP)	110	331624	33,316
<b>Total</b>			<b>33,316</b>

<b>Appropriations Title</b>	<b>Fund Number/Cost Center</b>	<b>Account Code/ Project Number</b>	<b>Amount</b>
Regular Salaries & Wages	110/370103	51201	20,298
FICA	110/370103	52101	1,554
Retirement Contributions	110/370103	52201	1,473
Life & Health	110/370103	52301	6,750
Workers Compensation	110/370103	52401	51
Travel & Per Diem	110/370103	54001	400
Office Supplies	110/370103	55101	850
Training & Registrations	110/370103	55501	1,940
<b>Total</b>			<b>33,316</b>

NOW THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that the foregoing Supplemental Budget Amendment be made effective upon adoption of this Resolution.

ATTEST:  
PAM CHILDERS  
CLERK OF THE CIRCUIT COURT

BOARD OF COUNTY COMMISSIONERS  
OF ESCAMBIA, COUNTY, FLORIDA

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Deputy Clerk

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Adopted

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OMB Approved

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Supplemental Budget Amendment  
# 052

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Grover C. Robinson, IV, Chairman

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## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

**AI-9647**

**County Administrator's Report 13. 18.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 01/21/2016

**Issue:** Supplemental Budget Amendment #053 - Funds from Florida Blue

**From:** Amy Lovoy, Assistant County Administrator

**Organization:** Asst County Administrator - Lovoy

**CAO Approval:**

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### **RECOMMENDATION:**

Recommendation Concerning Supplemental Budget Amendment #053 - Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #053, Internal Service Fund (501) in the amount of \$200,000, to recognize proceeds from Florida Blue, and to appropriate these funds for employee wellness and health related activities.

### **BACKGROUND:**

Escambia County needs to recognize \$200,000 from proceeds received from Florida Blue. Florida Blue offered several incentives during the self funding RFP process to assist the County. \$125,000 was given to be used to assist the County to further the employee wellness programs. \$25,000 was negotiated to cover audit activities for medical and/or the pharmacy portion of the employee's health insurance.

Also, back in July 2014, the BCC approved a \$150,000 wellness incentive with the understanding that if the Board cancels coverage before 2018, the County would repay the funds on a prorated basis. This amendment recognizes \$50,00 which is the FY16 portion to be used in the current budget.

### **BUDGETARY IMPACT:**

This amendment will increase Fund 501 by \$200,000.

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

N/A

### **PERSONNEL:**

N/A



**POLICY/REQUIREMENT FOR BOARD ACTION:**

Board policy requires increases and decreases in revenues to be approved by the Board.

**IMPLEMENTATION/COORDINATION:**

N/A

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**Attachments**

SBA# 053

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**Board of County Commissioners  
Escambia County  
Supplemental Budget Amendment Resolution**

**Resolution Number  
R2016-**

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WHEREAS, the following revenues were unanticipated in the adopted budget for Escambia County and the Board of County Commissioners now desires to appropriate said funds within the County Budget.

WHEREAS, Escambia County received funds from Florida Blue for employee wellness programs and health related activities, and we must recognize and appropriate these funds in the current budget.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that in accordance with Florida Statutes, Section 129.06 (2d), it does hereby appropriate in the following

<u>Internal Service Fund</u> <b>Fund Name</b>	<u>501</u> <b>Fund Number</b>		
<b>Revenue Title</b>	<b>Fund Number</b>	<b>Account Code</b>	<b>Amount</b>
BCBS FL Health Grant	501	341240	200,000
<b>Total</b>			<b>200,000</b>

<b>Appropriations Title</b>	<b>Fund Number/Cost Center</b>	<b>Account Code/ Project Number</b>	<b>Amount</b>
Professional Services	501/150111	53101	25,000
Operating Supplies	501/150111	55201	125,000
Reserves	501/150111	59801	50,000
<b>Total</b>			<b>200,000</b>

NOW THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that the foregoing Supplemental Budget Amendment be made effective upon adoption of this Resolution.

ATTEST:  
PAM CHILDERS  
CLERK OF THE CIRCUIT COURT

BOARD OF COUNTY COMMISSIONERS  
OF ESCAMBIA, COUNTY, FLORIDA

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

\_\_\_\_\_  
Grover C. Robinson, IV, Chairman

\_\_\_\_\_  
Adopted

\_\_\_\_\_  
OMB Approved

\_\_\_\_\_  
Supplemental Budget Amendment  
# 053



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

**AI-9655**

**County Administrator's Report 13. 19.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 01/21/2016

**Issue:** Supplemental Budget Amendment #054 - State of Florida, Division of Emergency Management Agreement for the Community Emergency Response Team

**From:** Stephan Hall, Budget Manager

**Organization:** Asst County Administrator - Lovoy

**CAO Approval:**

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#### **RECOMMENDATION:**

Recommendation Concerning Supplemental Budget Amendment #054 - Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #054, Other Grants and Projects Fund (110), in the amount of \$6,500, to recognize proceeds from a State of Florida, Division of Emergency Management (FDEM) Federal Fiscal Year 2015 Sub-grant Agreement, and to appropriate these funds for the Community Emergency Response Team (CERT) Program.

#### **BACKGROUND:**

On October 22, 2015, the Board approved the FDEM Fiscal Year 2015 CERT Award Letter for the Community Emergency Response Team Program activities. The amount to be received and appropriated by this supplemental budget amendment is \$6,500.

#### **BUDGETARY IMPACT:**

This amendment will increase Fund 110 by \$6,500.

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

N/A

#### **PERSONNEL:**

N/A

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

Board policy requires increases and decreases in revenues to be approved by the Board.

#### **IMPLEMENTATION/COORDINATION:**

N/A

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**Attachments**

SBA#054

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Board of County Commissioners  
Escambia County  
Supplemental Budget Amendment Resolution

Resolution Number  
R2016-\_\_\_\_\_

WHEREAS, the following revenues were unanticipated in the adopted budget for Escambia County and the Board of County Commissioners now desires to appropriate said funds within the budget.

WHEREAS, Escambia County was awarded a grant by the State of Florida, Division of Emergency Management for the Community Emergency Response Team Program, and these funds must be recognized and appropriated.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that in accordance with Florida Statutes, Section 129.06 (2d), it does hereby appropriate in the following funds and accounts in the budget of the fiscal year ending September 30, 2016:

Other Grants & Projects	110		
<b>Fund Name</b>	<b>Fund Number</b>		
<b>Revenue Title</b>	<b>Fund Number</b>	<b>Account Code</b>	<b>Amount</b>
Community Emergency Response	110	334248	\$6,500
<b>Total</b>			<b>\$6,500</b>
<b>Appropriations Title</b>	<b>Fund Number/Cost Center</b>	<b>Account Code/ Project Number</b>	<b>Amount</b>
Other Contractual Services	110/330430	53401	\$6,500
<b>Total</b>			<b>\$6,500</b>

NOW THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that the foregoing Supplemental Budget Amendment be made effective upon adoption of this Resolution.

ATTEST:  
PAM CHILDERS  
CLERK OF THE CIRCUIT COURT

BOARD OF COUNTY COMMISSIONERS  
OF ESCAMBIA COUNTY, FLORIDA

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

\_\_\_\_\_  
Grover C. Robinson, IV, Chairman

\_\_\_\_\_  
Adopted

\_\_\_\_\_  
OMB Approved

\_\_\_\_\_  
Supplemental Budget Amendment  
#054



## BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-9658

County Administrator's Report 13. 20.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 01/21/2016

Issue: Supplemental Budget Amendment #055 - FDEM Citizen Corps  
Program Grant Agreement

From: Stephan Hall, Budget Manager

Organization: Asst County Administrator - Lovoy

CAO Approval:

---

### **RECOMMENDATION:**

Recommendation Concerning Supplemental Budget Amendment #055 - Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #055, Other Grants and Projects Fund (110), in the amount of \$6,500, to recognize proceeds from a State of Florida, Division of Emergency Management (FDEM) Grant Agreement, and to appropriate these funds for Public Safety activities related to the Citizen Corps Program.

### **BACKGROUND:**

On October 22, 2015, the Board approved a FDEM Fiscal Year 2015 Citizen Corps Grant Award Letter in the amount of \$6,500. Funds are to be used for Public Safety activities related to the Citizen Corps Program in order to engage, educate, and train local citizens in their roles as it relates to emergency preparedness.

### **BUDGETARY IMPACT:**

This amendment will increase Fund 110 by \$6,500.

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

N/A

### **PERSONNEL:**

N/A

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

Board policy requires increases and decreases in revenues to be approved by the Board.

### **IMPLEMENTATION/COORDINATION:**

N/A

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**Attachments**

SBA#055

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Board of County Commissioners  
Escambia County  
Supplemental Budget Amendment Resolution

Resolution Number  
R2016-\_\_\_\_\_

WHEREAS, the following revenues were unanticipated in the adopted budget for Escambia County and the Board of County Commissioners now desires to appropriate said funds within the budget.

WHEREAS, Escambia County was awarded a grant by the State of Florida, Division of Emergency Management for the Citizen Corps Program, and these funds must be recognized and appropriated.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that in accordance with Florida Statutes, Section 129.06 (2d), it does hereby appropriate in the following funds and accounts in the budget of the fiscal year ending September 30, 2016:

Other Grants & Projects	110		
<b>Fund Name</b>	<b>Fund Number</b>		
<b>Revenue Title</b>	<b>Fund Number</b>	<b>Account Code</b>	<b>Amount</b>
Citizen Corps Grant	110	334251	\$6,500
<b>Total</b>			<b>\$6,500</b>

		<b>Account Code/ Project Number</b>	<b>Amount</b>
<b>Appropriations Title</b>	<b>Fund Number/Cost Center</b>		
Other Contractual Services	110/330458	53401	\$6,500
<b>Total</b>			<b>\$6,500</b>

NOW THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that the foregoing Supplemental Budget Amendment be made effective upon adoption of this Resolution.

ATTEST:  
PAM CHILDERS  
CLERK OF THE CIRCUIT COURT

BOARD OF COUNTY COMMISSIONERS  
OF ESCAMBIA COUNTY, FLORIDA

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

\_\_\_\_\_  
Grover C. Robinson, IV, Chairman

\_\_\_\_\_  
Adopted

\_\_\_\_\_  
OMB Approved

\_\_\_\_\_  
Supplemental Budget Amendment  
#055



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

**AI-9594**

**County Administrator's Report 13. 21.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 01/21/2016

**Issue:** Southern Light, LLC, Telecommunications License Agreement and Scope of Work for Escambia County Library Century

**From:** Shawn Fletcher, IT Director

**Organization:** Information Technology

**CAO Approval:**

---

### **RECOMMENDATION:**

Recommendation Concerning the Southern Light, LLC, Telecommunications License Agreement and Scope Of Work for the Escambia County Library Century - Shawn Fletcher, Information Technology Department Director

That the Board take the following action concerning the Southern Light, LLC, Telecommunications License Agreement and Scope of Work for the Escambia County Library Century:

A. Approve the Telecommunications License Agreement and Scope of Work with Southern Light, LLC, for the Escambia County Library Century. This will provide a high speed fiber data connection between the Escambia County Library Century and the Main Library Branch with a monthly fee of \$762; and

B. Authorize the County Administrator to sign the Southern Light, LLC, Telecommunications License Agreement and Scope of Work.

[Funding Source: Funds are available in the current Budget, Library Fund (113), Cost Center 110503]

### **BACKGROUND:**

The Southern Light LLC Telecommunication License Agreement and Scope Of Work for the Escambia County Library Century is needed to proceed with getting a high speed fiber data connection between the Escambia County Library Century and the Main Library Branch. The present T1 connection is insufficient to progress with newer technology.

### **BUDGETARY IMPACT:**

The funds are currently available in the budget in the Library Fund (113), Cost Center 110503 for the monthly maintenance fee of \$762.00 for the connection.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

Southern Light LLC, Telecommunications License Agreement & Scope of Work has been approved as to form and legal sufficiency.

**PERSONNEL:**

The implementation of this agreement and scope of work will be accomplished with existing staff.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

Board approval required by Ordinance 2001-60.

**IMPLEMENTATION/COORDINATION:**

The Information Technology Department and Southern Light will be responsible for the implementation.

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**Attachments**

Southern Light Library Century

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# ESCAMBIA COUNTY LIBRARY CENTURY

#7991 NORTH CENTURY BLVD. - CENTURY, FL

**PLANS FOR PROPOSED PROJECT:**

## FIBER OPTIC INSTALLATION

JANUARY 4, 2016

## JOB INFORMATION

APPROVED: \_\_\_\_\_

DATE: \_\_\_\_\_

JOB # FE11191501

UNDERGROUND: EST - 330' / ACT -

AERIAL: N/A

TOTAL FIBER: EST - 330' / ACT -



southern  
light

## CONTACT LIST

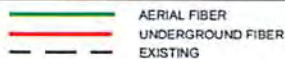
PROJECT CONTACT: JOEY PETERS - (850) 499-3601

## DIRECTORY

[illegible]

**CPE LOCATION:** <https://nvd.nist.gov/vuln/detail/CVE-2020-22085>

## VICINITY MAP



N FLOMATON



S MCDAVID

### PROJECT LOCATION



# SOUTHERN LIGHT LLC TELECOMMUNICATIONS LICENSE AGREEMENT & SCOPE OF WORK

ESCAMBIA COUNTY LIBRARY CENTURY  
#7991 NORTH CENTURY BLVD.  
CENTURY, FL

THIS TELECOMMUNICATIONS LICENSE AGREEMENT (this "Agreement") is entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2016, between Southern Light, LLC (the "Operator") and EC BOCC (the "Owner").

## RECITALS

WHEREAS, Owner is the owner of a certain parcel of land together with the commercial building situated thereon, all of which is located at \_\_\_\_\_ (the "Property"); and WHEREAS, Operator has requested and Owner has agreed to allow Operator to install, operate and maintain certain fixtures and other equipment at the Property in order to furnish telecommunications services to certain tenants at the Property. NOW, THEREFORE, in consideration of the mutual agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- The System.** Owner grants to Operator the right to install, operate and maintain certain equipment at the Property in order to furnish telecommunications services (the "System") to Owner or Owner's tenants. Operator shall place the System, fixtures and components thereof in a space approved by Owner. The System, fixtures and all components thereof shall be and remain the personal property of Operator. Upon the termination of this Agreement, Operator shall have the right to remove the System at no cost to Owner.
- Installation of the System.** Operator shall endeavor to install the System in a good and workmanlike manner in accordance with plans therefor, to be approved by Owner, which approval shall not be unreasonably withheld, conditioned or delayed. The planned Scope of Work ("SOW") for installation, and any applicable engineering drawings or specifications necessary to effectuate the license are attached hereto, and incorporated herein by reference. Owner agrees that the SOW, plans, drawings and specifications, if any, are satisfactory to Owner.
- Term.** The term of this Agreement shall run in conjunction with the service interval(s) as agreed to by the owner's tenant(s).
- Operator's Access to the Property.** Owner shall provide Operator with all necessary access to the Property to enable Operator to install, operate and maintain the System, including 24-hour emergency access.
- Independent Contractor.** Owner and Operator acknowledge and agree that the relationship between them is solely that of independent contractors, and neither is the agent or employee of the other.
- Indemnification.** Operator agrees to defend, indemnify, and hold harmless Owner with regard to any claims, losses, damages, liabilities and lawsuits which arise solely out of Operator's own negligent, reckless, or willful acts or omissions. To the extent permitted by law and subject to the limitations set forth in §768.28, Florida Statutes, each party ("Indemnitor") must identify, and hold harmless the other party ("Indemnitee") from all losses or damages arising from or related to personal injury or property damage caused by the negligence or willful misconduct of the Indemnitor. Nothing herein is intended to serve as a waiver of sovereign immunity by the County and nothing herein shall be construed as consent by the County to be sued by third parties in any matter arising out of this agreement.
- Default.** In the event either party breaches any of its material obligations hereunder, the other party shall provide written notice to the breaching party detailing such default. The breaching party shall then have 30 days to cure the default or such longer period of time as may be reasonably necessary if the default is not reasonably susceptible of cure within 30 days. In the event the breaching party fails to cure such default within the cure period, the other party shall have the right to terminate this Agreement by sending written notification of termination. Such cancellation shall be effective on the thirtieth (30th) day following receipt by the breaching party of the notice of cancellation.
- Removal of System by Owner.** Owner shall not remove any portion of the System unless Operator fails to remove the System within 30 days following the date of termination of this Agreement. Except as otherwise provided herein, Owner's sole remedy for breach of this Agreement by Operator shall be to terminate this Agreement.
- Compliance With Laws.** The parties shall comply with all applicable laws, codes, rulings and regulations with respect to the System and this Agreement.
- Force Majeure.** Notwithstanding anything to the contrary contained in this Agreement, neither party shall be liable for its failure to perform its obligations by reason of an Act of God, labor dispute, signal interference, fire, flood, storm, legal enactment or regulation, or any other cause beyond the reasonable control of such party.
- Binding Nature; Assignment.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and transferees. This Agreement shall also be deemed to run with the land. Operator shall have the right to assign or transfer this Agreement at any time to a company which at the time of the assignment is in the business of providing competitive local telecommunication services to properties similar to the Property with 30 days written approval by Owner, which shall not be unreasonably withheld.
- Representations.** Each party represents and warrants to the other that (a) such entity is qualified to do business in the jurisdiction in which the Property is located, (b) all necessary partnership or corporate approvals, if any, have been obtained to authorize the execution, delivery and performance of this Agreement, (c) the execution, delivery and performance of this Agreement will not result in a breach or default under any other agreement to which such party is a party or contravene any organizational documents, laws, orders, statutes or regulations applicable to such party; and (d) this Agreement, upon execution thereof, is the valid and legally binding obligation of such party.

13. **Entire Understanding.** This Agreement contains the entire understanding of the parties and may not be modified except by a writing signed by both parties. Any exhibits or schedules to this Agreement are incorporated fully herein and any reference to "this Agreement" shall be considered to include all such schedules and exhibits.

14. **Severability.** If any provision of this Agreement is found to be illegal or unenforceable, it will be severed from the Agreement and the enforceability of the remaining provisions of this Agreement shall be unaffected. This Agreement may be executed in counterparts, which when taken together shall constitute one document.

15. **Further Assurances.** Each of the parties hereto agrees to execute such further documentation as shall be reasonably required by the other party in order to effectuate the intention of this Agreement.

16. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in the County of Escambia.

17. **Public Records.** The parties hereto 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. In the event either party fails to abide by the provisions of Chapter 119, Florida Statutes, the other party may, without prejudice to any other right or remedy and after giving the other seven days written notice, during which period the other still fails to allow access to such documents, terminate the contract.

## SCOPE OF WORK

SL to set HH at the base of pole to access existing conduit from the ROW of North Century Blvd. Pull 130' thru existing conduit into building accessing existing HH outside. SL requests one full day of on-site construction. SL will notify property at least 24 hours prior to construction. Ground conditions will be restored to existing or better conditions. SL estimates 1 day to complete construction.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date listed below.

OPERATOR: Southern Light, LLC

By: [Signature]

Name: Jason W. Wells

Title: Director of Inside Plant

Date: January 4, 2016

ESCAMBIA COUNTY BOARD OF  
OWNER: COUNTY COMMISSIONERS

By: \_\_\_\_\_

Name: JACK R. BROWN

Title: COUNTY ADMINISTRATOR

Date: JANUARY 4, 2016

Kelly McGriff

General Counsel 251-445-3321 (desk)  
Southern Light kmcgriff@slfiber.com  
107 St. Francis St.  
Sta. 1800  
Mobile, AL 36603

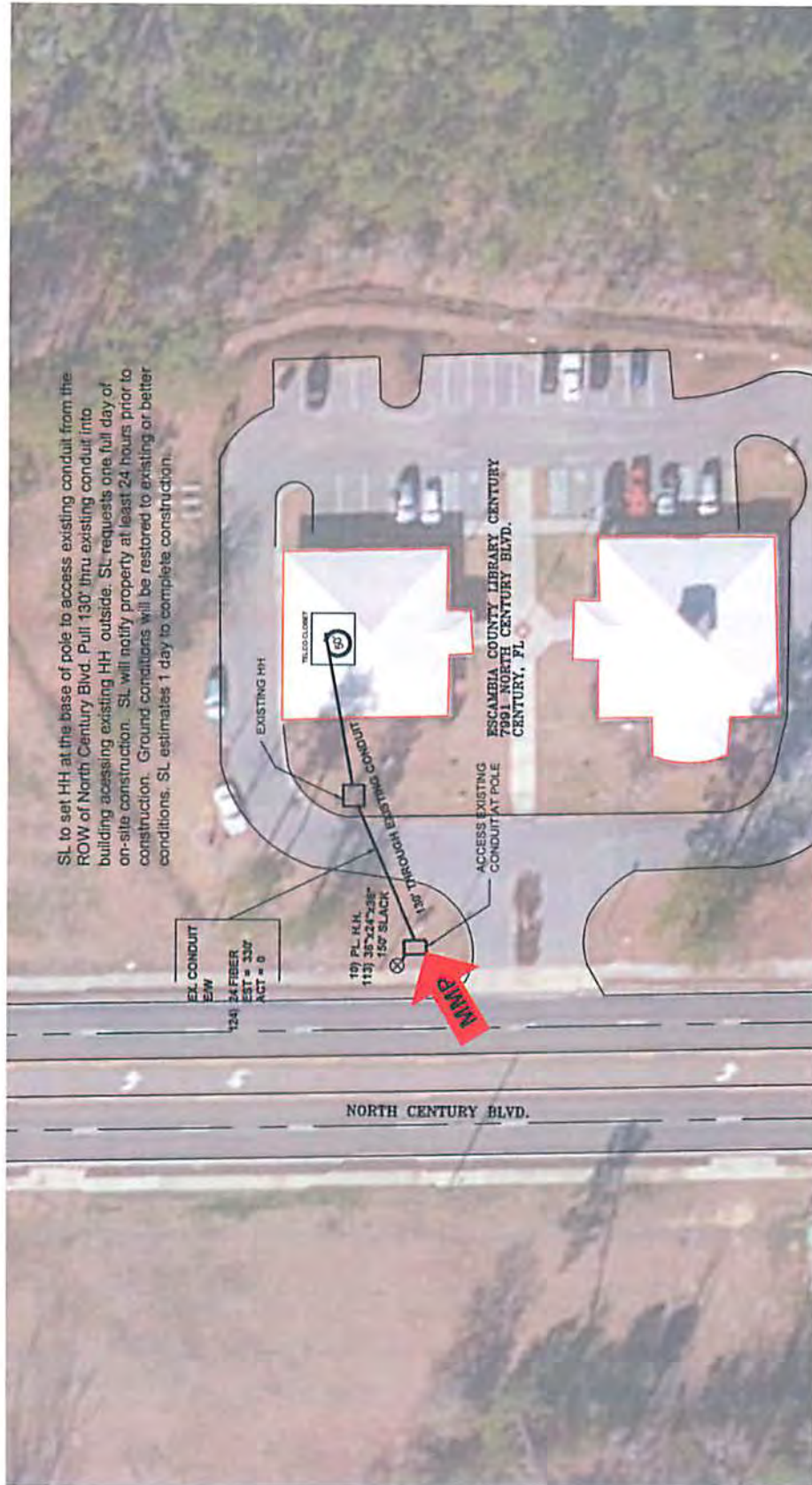
Approved as to form and legal  
sufficiency:

By/Title: [Signature]

Date: 1/4/16



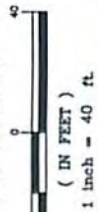
12" PULL FIBER  
EST = 330'  
ACT = 0



SL to set HH at the base of pole to access existing conduit from the ROW of North Century Blvd. Pull 130' thru existing conduit into building accessing existing HH outside. SL requests one full day of on-site construction. SL will notify property at least 24 hours prior to construction. Ground conditions will be restored to existing or better conditions. SL estimates 1 day to complete construction.



GRAPHIC SCALE



NOTE:  
SOUTHERN LIGHT HAS LOCATED ALL EXISTING UTILITIES.  
AN EXTENSIVE LOCATE WILL BE PERFORMED PRIOR TO CONSTRUCTION.  
SOUTHERN LIGHT WILL MAINTAIN 18" FROM EXISTING UTILITIES.  
NO BACK REAMER REQUIRED DUE TO SIZE OF 4" BIT.

ALL UTILITY LOCATIONS SHOWN ARE APPROXIMATE. SOUTHERN LIGHT WILL BE RESPONSIBLE FOR ALL LOCATIONS. CONTACT SOUTHERN LIGHT: 351-483-1178		INFORMATION & THE SOUTHERN LIGHT SOUTHERN LIGHT WILL BE RESPONSIBLE FOR ALL LOCATIONS. CONTACT SOUTHERN LIGHT: 351-483-1178		SOUTHERN LIGHT 2755 FENWICK RD. CENTURY, FL	
DATE	12/23/13	SCALE	1"=40'	ROUTE NO.	2755 FENWICK RD.
DATE	12/23/13	SCALE	1"=40'	ROUTE NO.	2755 FENWICK RD.
DATE	12/23/13	SCALE	1"=40'	ROUTE NO.	2755 FENWICK RD.
DATE	12/23/13	SCALE	1"=40'	ROUTE NO.	2755 FENWICK RD.



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

**AI-9564**

**County Administrator's Report 13. 22.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 01/21/2016

**Issue:** Recommendation Concerning the State of Florida Department of Transportation (FDOT) Grant Application for U.S.C. Section 5311 Program Grant

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

**Organization:** Public Works

**CAO Approval:**

---

#### **RECOMMENDATION:**

Recommendation Concerning the State of Florida Department of Transportation Grant Application for USC Section 5311 Program Grant - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the State of Florida Department of Transportation (FDOT) Grant Application for USC Section 5311 Funding (Federal Transit Administration [FTA] non-urbanized area funding), to be used by Escambia County Area Transit (ECAT) and the paratransit provider for non-urbanized areas of Escambia County, including operation of the fixed route to Century:

A. Adopt the Resolution authorizing Escambia County to apply for and accept certain Grant awards made by FDOT and by the FTA Act of 1964; and

B. Authorize the Chairman to execute the Resolution and all other required documents pertaining to acceptance and expenditure of Grant funds, including notification of funding and electronic document filing, pending Legal approval, without further action of the Board.

[Funding: These funds will be included in the ECAT Fiscal Year 2016/2017 Budget]

#### **BACKGROUND:**

The Section 5311 Non-Urbanized Area Formula Program provides federal operating or capital assistance to eligible recipients who operate/contract public transportation service in non-urbanized areas (rural areas - typically the Century route). Eligible recipients may receive annual Section 5311 allocations to offset operational expenses of public transportation service operated / contracted in non-urbanized areas. Grant recipients must be either a Community Transportation Coordinator (CTC), or an otherwise-eligible recipient who maintains a written Coordination Agreement with the CTC. Additionally,



grant recipients must have the requisite fiscal and managerial capability to carry out the project and the legal authority to receive federal and state funds. Escambia County is the eligible local recipient of FDOT funding, and has an executed contract with First Transit.

**BUDGETARY IMPACT:**

These funds will be included in the ECAT Fiscal Year 2016/2017 budget.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

Kristin Hual, Assistant County Attorney, has reviewed and signed off on the Resolution.

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

**IMPLEMENTATION/COORDINATION:**

Upon the Board's approval, the Clerk's office will need to certify two original copies of the Resolution for ECAT. Funds are accessed upon grant award, acceptance of award, and all approvals. ECAT personnel will continue to coordinate with FDOT staff to complete all implementation requirements.

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**Attachments**

Resolution

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RESOLUTION NUMBER R2016-\_\_\_\_\_

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, AUTHORIZING ESCAMBIA COUNTY TO APPLY FOR AND ACCEPT CERTAIN GRANT AWARDS MADE BY THE FLORIDA DEPARTMENT OF TRANSPORTATION AND THE FEDERAL TRANSIT ADMINISTRATION ACT OF 1964; PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, Escambia County has the authority to apply for and accept grants and make purchases and/or expend funds pursuant to grant awards made by the Florida Department of Transportation as authorized by Chapter 341, Florida Statutes, and/or by the Federal Transit Administration Act of 1964, as amended; and

**WHEREAS**, Escambia County has the authority to sign and submit a Section 5311 Non-Urbanized Area Formula Program grant application and supporting documents and assurances to the Florida Department of Transportation.

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

**SECTION 1.** That the whereas clauses are true and incorporated by reference herein.

**SECTION 2.** That this resolution applies to Federal Programs under USC Section 5311.

**SECTION 3.** That Escambia County hereby approves the submission of a grant application, supporting documents, and assurances to the Florida Department of Transportation.

**SECTION 4.** That the Chairman hereby authorizes the Escambia County Area Transit General Manager to file the grant application and all other required documents pertaining to the acceptance and expenditure of this grant award.

**SECTION 5.** That the Chairman is hereby authorized to sign this Resolution and all other necessary documents pertaining to the application, acceptance, and expenditure of the grant award, accept the grant award, and expend grant funds pursuant to the award.

**SECTION 6.** That this Resolution shall take effect immediately upon its adoption by the Board of County Commissioners.

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_ 2016.

BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

By: \_\_\_\_\_  
Grover C. Robinson, IV, Chairman

ATTEST: Pam Childers  
Clerk of the Circuit Court

By: \_\_\_\_\_  
Deputy Clerk (seal)

Approved as to form and legal  
sufficiency.

By/Title: [Signature]  
Date: 12/15/15



## BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

**AI-9634**

**County Administrator's Report 13. 23.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 01/21/2016

**Issue:** Reallocation of Capital Improvement Program Funds

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

**Organization:** Public Works

**CAO Approval:**

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### **RECOMMENDATION:**

Recommendation Concerning Reallocation of Capital Improvement Program Funds - Joy D. Blackmon, P.E., Public Works Department Director

That the Board approve the reallocation of funds from the Capital Improvement Program, totaling \$818,000, from the Congestion Improvement Program to the following projects:

District	Project Name	Cost
1	Doug Ford Drive Turn Lane Installation	\$200,000
5	Highway 95A / Old Chemstrand Signal Installation	\$300,000
3	Detroit Boulevard Safety Upgrades	\$318,000

[Funding Source: Fund 352, Local Option Sales Tax III, Account 210107]

### **BACKGROUND:**

Public Works staff requests the Board's approval to transfer \$818,000 from the Congestion Improvement Program to the following projects:

District	Project Name	Description
1	Doug Ford Drive	Project at 100% design; funds needed for construction of a new eastbound right turn lane
5	Highway 95A/Old Chemstrand	Funds needed for design and construction of a new traffic signal at the intersection
3	Detroit Boulevard	Safety Upgrades Study complete; funds needed for design and construction of roadway improvements along Detroit Boulevard from U.S. 29 to Pine Forest Road

### **BUDGETARY IMPACT:**

No budgetary impact occurs. Funding is currently available in Fund 352, Local Option Sales Tax III, Account 210107.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

Scheduling and prioritization of capital improvements projects is at the discretion of the Board.

**IMPLEMENTATION/COORDINATION:**

N/A

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**Attachments**

*No file(s) attached.*

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## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

**AI-9630**

**County Administrator's Report 13. 24.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 01/21/2016

**Issue:** Acceptance of a Drainage Easement for the Crescent Lake Dam Outfall Project

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

**Organization:** Public Works

**CAO Approval:**

---

### **RECOMMENDATION:**

Recommendation Concerning the Acceptance of a Drainage Easement for the Crescent Lake Dam Outfall Project - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning acceptance of the donation of a drainage easement located at 2295 West Michigan Avenue for Crescent Lake Dam Outfall improvements:

A. Accept the donation of a drainage easement from Sovran Acquisition Limited Partnership, located at 2295 West Michigan Avenue, for outfall improvements;

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

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

D. Authorize staff to prepare, and the Chairman or Vice Chairman to accept the Easement, subject to Legal review and sign-off, as of the day of delivery of the Easement to the Chairman or Vice Chairman, and authorize the Chairman or Vice Chairman to acknowledge the Board's acceptance at that time.

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

### **BACKGROUND:**

As a result of the April 2014 storm event, six outfall pipes were damaged in the Crescent Lake Subdivision. There are three outfalls located on the east side of the lake and three on the west side. Pipes, headwalls, and areas immediately adjacent to these outfalls were damaged. The repair costs for the outfalls will be submitted to FEMA for reimbursement.

During the design process, the southern-most outfall on the west shoreline was determined to fall under an existing house. The plan is to abandon the existing pipe under the house, and fill it with grout, then relocate the discharge route to the south, where the county has recently acquired an Access Easement for the Crescent Lake Dam Repair Project (May 21, 2015). Approval of this recommendation will revise the donated Access Easement to a Drainage Easement which provides for ingress and egress.

An abbreviated A&E selection process was completed on 8/3/2015; David Fitzpatrick was selected to perform the design services needed to construct the project. The design, and easement acquisition process, has run congruently in hopes of expediting the process. The A&E submitted 90% design plans in December 2015 and staff is expecting 100% plans in January 2016.

**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 Easements will be approved as to form and legal sufficiency by the County Attorney's office prior to execution by the Chairman.

**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**

Drainage\_Easement  
Map

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Prepared by:  
Stacey S. Ward  
Escambia County Public Works Department  
3363 West Park Place  
Pensacola, Florida 32505

Crescent Lake Dam Outfall Project  
Uncle Bob's Storage  
A Portion of 44-1 S-30-3001-000-000

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

### DRAINAGE EASEMENT

THIS DRAINAGE EASEMENT made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between Sovran Acquisition Limited Partnership, a foreign limited partnership organized under the laws of the State of Delaware, whose mailing address is 6467 Main Street, Williamsville, New York 14221 (Grantor), and Escambia County, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose mailing address is 221 Palafox Place, Pensacola, Florida 32502 (Grantee).

(Wherever used, the terms "Grantor" and "Grantee" shall include the singular and plural, masculine and feminine, heirs, legal representatives, successors and assigns.)

### WITNESSETH

WHEREAS Grantee proposes to construct and/or maintain a drainage easement across real property located in Section 44, Township 1 South, Range 30 West, Escambia County, Florida; and

WHEREAS, Grantor is the owner of the real property, over, across, and upon which Grantee proposes to construct and maintain said drainage easement;

NOW, THEREFORE, in consideration of One Dollar (\$1.00), the promises contained herein and other good and valuable consideration, Grantor does hereby grant to Grantee, a permanent drainage easement over the real property described below for the purposes of constructing and/or maintaining a drainage easement, together with the right of ingress and egress over and across the drainage easement and the right to excavate, construct and maintain the drainage easement.

See attached Exhibit A

GRANTOR also hereby grants, bargains, conveys, transfers, dedicates, and delivers to Grantee the right to clear, keep clear, and remove from the drainage easement, all trees, undergrowth and other obstructions that may interfere with the location, excavation, operation or maintenance of the drainage easement or any structures installed thereon by Grantee. Notwithstanding the issuance of any permit to construct or erect any structure in the drainage easement, Grantor agrees not to build, construct or create or permit others to build, construct or create any building or other structure in the drainage easement that may interfere with the location,



excavation, operation or maintenance of the drainage easement or any structures installed thereon. Easily removable improvements, such as fences, may be constructed with the prior consent of Grantee.

In the event of any discrepancy between the actual location of drainage improvements and the legal description of the drainage easement, the actual location of drainage improvements shall control to the extent of such discrepancy and said legal description shall be deemed to have been modified, and the Grantor agrees to execute corrective instruments as may be required by Grantee.

GRANTOR does hereby covenant with Grantee that it is lawfully seized and possessed of the real property above described and that the easement is free from all encumbrances that would prohibit Grantee from using the easement for drainage, and Grantor hereby waives any right to compensation for Grantee's use of the drainage easement and an appraisal of the drainage easement unless otherwise provided for herein.

TO HAVE AND TO HOLD said drainage easement upon the said Grantee forever.

IN WITNESS WHEREOF, Grantor has hereunto set its hand and seal the date first above written.

SIGNED IN THE PRESENCE OF:

**GRANTOR:**

**Sovran Acquisition Limited Partnership**

Witness Melissa R. Zizzo  
Print Name Melissa R. Zizzo

Michael Rogers  
Michael Rogers, as Vice President of Real Estate  
Management of Sovran Holdings, Inc.,  
the General Partner of Sovran  
Acquisition Limited Partnership

Witness Christine M. Aquilino  
Print Name Christine M. Aquilino

STATE OF New York  
COUNTY OF Erie

The foregoing instrument was acknowledged before me this 9th day of December, 2015 by Michael Rogers, as Vice President of Real Estate Management of Sovran Holdings, Inc., the General Partner of Sovran Acquisition Limited Partnership. He ☒ is personally known to me, or ☐ produced current \_\_\_\_\_ as identification.

Tammy Gardner

Signature of Notary Public

TAMMY GARDNER  
No. 01GA6080914  
Notary Public, State of New York  
Qualified in Erie County  
My Commission Expires Sept. 23, 2018

Printed Name of Notary Public

(Notary Seal)

ACCEPTANCE

This Drainage Easement was accepted by Escambia County, Florida, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, as authorized by the Board of County Commissioners of Escambia County, Florida at its meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

ATTEST: PAM CHILDERS  
Clerk of the Court

\_\_\_\_\_  
Grover C. Robinson, IV, Chairman

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

This document approved as to form  
and legal sufficiency.

By

Title

Date

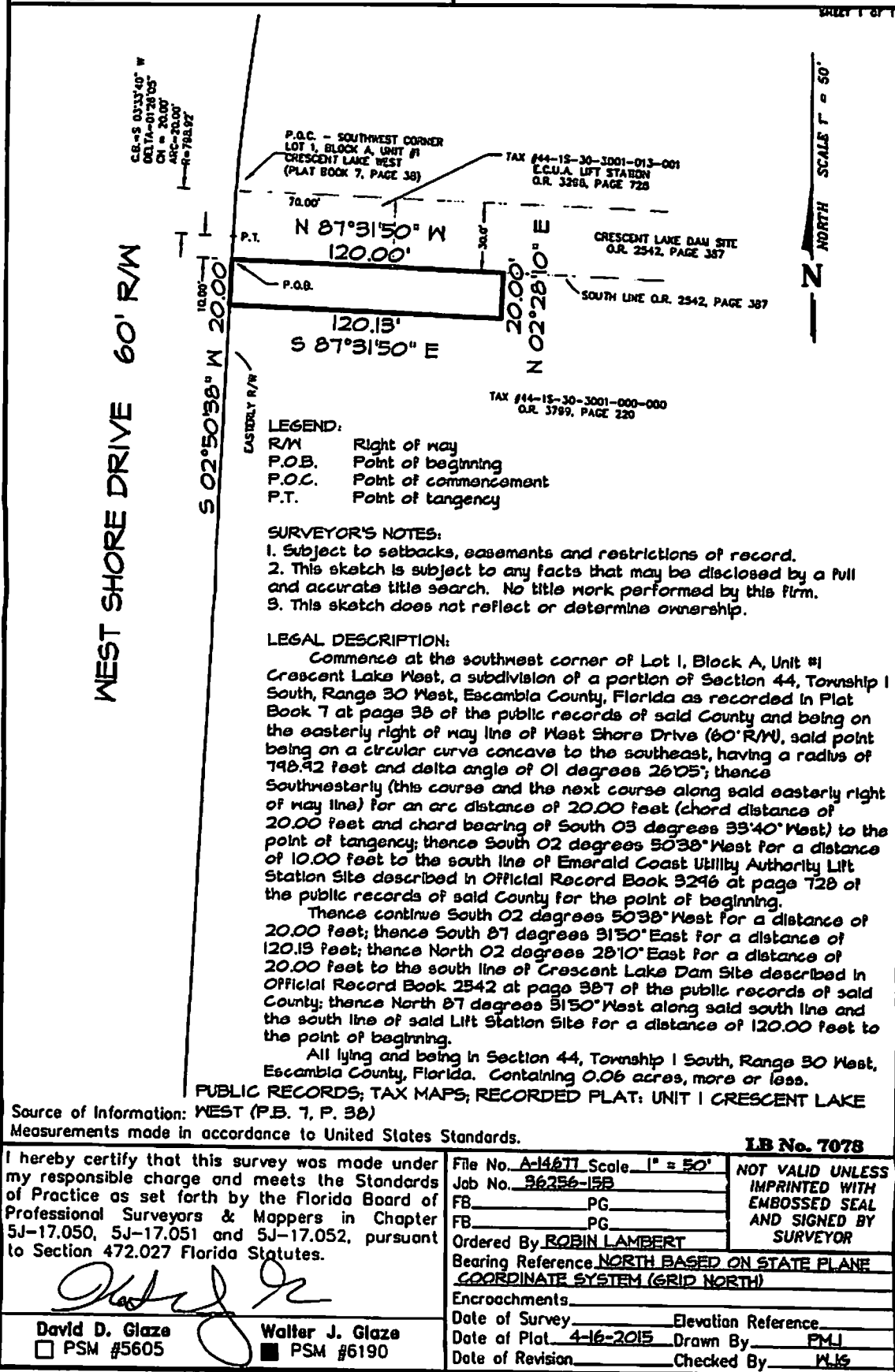
[Signature]  
Asst. County Attorney  
Dec. 18, 2015

**PITTMAN,  
GLAZE AND  
ASSOCIATES, INC.**



**LAND SURVEYORS**  
5700 N. DAVIS HIGHWAY, SUITE 3  
PENSACOLA, FL 32503  
Phone (850) 434-6666  
Fax (850) 434-6661  
Email: pgsurvey@bellsouth.net

# A LEGAL DESCRIPTION AND SKETCH OF A PORTION OF SECTION 44, T-1-S, R-30-W



# Crescent Lake Outfall Project



ESCAMBIA COUNTY  
ENGINEERING DEPARTMENT

SSW 1/5/16 DISTRICT 1



**Sovran Acquisition Limited Partnership**



**Drainage Easement**





## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

**AI-9638**

**County Administrator's Report 13. 25.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 01/21/2016

**Issue:** Local Funding for Design of the Widening Project on State Road 173 (Blue Angel Parkway) from State Road 292 (Sorrento Road) to State Road 30 (US 98)

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

**Organization:** Public Works

**CAO Approval:**

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#### **RECOMMENDATION:**

Recommendation Concerning Funding the County's Portion of the Design for the Widening of State Road 173 (Blue Angel Parkway) from State Road 292 (Sorrento Road) to State Road 30 (US 98) - Joy D. Blackmon, P.E., Public Works Department Director

That the Board authorize utilizing Fund 152, "Southwest Sector", Cost Center 110269, Object Code 56301, in the amount of \$213,614, to fund Escambia County's portion of the design for the widening of State Road 173 (Blue Angel Parkway) from State Road 292 (Sorrento Road) to State Road 30 (US 98).

#### **BACKGROUND:**

The Florida Department of Transportation (FDOT) is pursuing the development of design plans for the Blue Angel Parkway capacity project and they have determined a need for additional funding from Escambia County. The project will widen Blue Angel Parkway to a four-lane facility from State Road 292 (Sorrento Road) to State Road 30 (US 98).

In February 2007, FDOT entered into a Transportation Regional Incentive Program (TRIP) Agreement with Escambia County which stated that FDOT would provide financial assistance to Escambia County for the design phase (placed on hold at 60%) of the project referenced above.

According to the April 2015 Agreement between Escambia County and the Department, both parties agreed that FDOT would assume the management of the Blue Angel Parkway capacity project. Currently, FDOT is working to enter into a contract with HDR Engineering, Inc. for professional services to complete the design phase (60% to Final).

Since this project was established under TRIP funding, Escambia County will be responsible for 50% of the design funding necessary to complete the plans and contract documents. To date, Escambia County has contributed \$379,097 to FDOT for the

design of this project. The cost of design has risen by an additional \$427,228, due in part to current design costs, as original costs were calculated over eight years ago, so in order to satisfy the 50% match requirement of local funding, Escambia County and FDOT each must contribute an additional \$213,614.

If the Board decides to proceed, the Transportation and Traffic Operations Division will confirm the intent in writing to FDOT. Once they receive the written consent, FDOT prepare an Amendment to the existing Local Funded Agreement.

**BUDGETARY IMPACT:**

Funds for this project are available in Fund 152 "Southwest Sector" Cost Center 110269, Object Code 56301.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

**IMPLEMENTATION/COORDINATION:**

If approved by the Board, Transportation and Traffic Operations staff will notify FDOT that the Board has agreed to these terms. Once FDOT receives the written notification, they will prepare an amendment to the existing Local Funding Agreement.

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**Attachments**

04.23.2015 BCC Action

Letter from FDOT

02.07.2007 BCC Action and TRIP Agreement

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4/23/2015 CAR II-13

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
ASSIGNMENT AGREEMENT

Assignment and Amendment for the Agreement to perform Design services on SR173 (Blue Angel Parkway) from SR292 (Sorrento Road) to SR30 (US98) in Escambia County dated \_\_\_\_\_.

Hereinafter known as Contract \_\_\_\_\_

Financial Project I.D. 421012-1-38-01

Vendor No. F470680568005

**This Agreement of Assignment** made and effective this 23<sup>rd</sup> day of April, 2015, among Escambia County, a political subdivision of the State of Florida ("AGENCY") ("ASSIGNOR"), HDR Engineering, Inc. ("CONSULTANT"), and the State of Florida Department of Transportation ("DEPARTMENT") ("ASSIGNEE"),

1. AGENCY and DEPARTMENT entered into a Transportation Regional Incentive Program Agreement (hereinafter "the TRIP") on February 21, 2007, which was subsequently amended by the parties, to perform a Design Update of SR173 (Blue Angel Parkway) from SR292 (Sorrento Road) to SR30 (US98) (the "PROJECT").
2. AGENCY, as an agent of DEPARTMENT, and CONSULTANT entered into an Agreement dated October 16, 2008, which was subsequently amended, to perform these Design services for the PROJECT.
3. Interest in the TRIP is, by its terms, assignable only upon written consent of DEPARTMENT.
4. AGENCY desires to assign the Agreement with CONSULTANT to DEPARTMENT, and CONSULTANT is willing to perform all remaining obligations and duties occurring on or after the effective date of this Assignment Agreement.

**NOW, THEREFORE**, the parties hereto do agree as follows:

5. The aforementioned recitations in paragraphs 1 through 4 are true and are by reference made part of this agreement.
6. AGENCY hereby grants, bargains, sells, conveys, transfers, assigns and sets over its entire duties under the Agreement with CONSULTANT to DEPARTMENT subject to the covenants and conditions herein mentioned.
7. AGENCY hereby assumes responsibilities and obligations under the Agreement for payment of services rendered prior to the effective date of this Assignment Agreement. DEPARTMENT hereby assumes AGENCY'S responsibilities and obligations on and after the effective date of this Assignment Agreement and will hereafter perform faithfully all of the covenants, stipulations and agreements contained therein.

Date: 4/29/2015 Verified By: J. Carver



8. The CONSULTANT hereby consents to the assignment of the Agreement to the DEPARTMENT.

9. DEPARTMENT consents to and accepts the assignment of the Agreement to DEPARTMENT; provided, however, DEPARTMENT'S consent to this matter will not constitute a waiver of the general prohibition against assignment contained in the Agreement as to further assignments and will not constitute a release of CONSULTANT under the contract to the extent of CONSULTANT'S responsibilities to the AGENCY up to the effective date of this assignment or to the extent of CONSULTANT'S failure to perform under the Agreement hereafter, it being understood that this assignment will not be deemed to effect a novation. This Assignment Agreement will not release AGENCY from liabilities incurred prior to the effective date of this assignment.

10. The DEPARTMENT has established State of Florida Department of Transportation Contract Number \_\_\_\_\_ for continuation of the services required for this project. All sums which become payable by DEPARTMENT for services rendered on and after the date of this Assignment Agreement will be made to CONSULTANT, as between DEPARTMENT and CONSULTANT. CONSULTANT and DEPARTMENT hereby agree that, when the DEPARTMENT will have made payments pursuant to the Agreement, regardless of whether such payments have heretofore been made by AGENCY or hereafter by DEPARTMENT, which in the aggregate are equal to the total sums payable under the Agreement, such payment will constitute satisfaction in full of AGENCY'S and DEPARTMENT'S obligation to pay the sums which it is obligated to pay pursuant to the Agreement. The balance available under said contract for the remaining services is equal to \$379,097.00.

11. CONSULTANT specifically acknowledges and agrees that no time extension or requests for additional compensation or supplemental agreements will be granted due to this assignment or the duplication of any services provided by CONSULTANT to DEPARTMENT, it being understood that DEPARTMENT will stand in the place of AGENCY as though no assignment has occurred.

12. AGENCY and CONSULTANT hereby represent, and DEPARTMENT hereby accepts, that there are no claims or demands against DEPARTMENT arising out of or related to the performance under the Agreement prior to the effective date hereof. DEPARTMENT will not be responsible for contractual compensation for services or claims which occurred prior to this assignment. DEPARTMENT is hereby released from such liability under this Agreement.

13. The CONSULTANT shall:

Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by CONSULTANT during the term of the Agreement; and

Expressly require any subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify

system to verify the employment eligibility of all new employees hired by the subcontractor during the term of the Agreement.

**IN WITNESS WHEREOF**, the parties have executed this Agreement by their duly authorized officers on the day, month and year set forth above.

**ASSIGNOR:**

BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

By: [Signature]  
Steven Barry, Chair

Date: 4/28/2015

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

Approved as to form and legal sufficiency:  
By: [Signature]  
Title: 1/22/15

**ASSIGNEE:**

STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION

By: [Signature]  
James T. Barfield, P.E.,  
District Three Secretary

Date: 5-28-15

Attest: [Signature]  
Executive Secretary (Seal)

Legal Review: [Signature]  
Office of the General Counsel

**CONSULTANT:**

HDR Engineering, Inc.

By: [Signature]  
Name: Christine S. Refanver  
Its: Vice president

Date: May 15, 2015

Attest: [Signature]  
Secretary/Assistant Secretary

4/23/2015 CAR II-13

LOCALLY FUNDED AGREEMENT  
BETWEEN  
THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
AND  
ESCAMBIA COUNTY

Project # 421012-1-38-01

This Locally Funded Agreement ("AGREEMENT") is between the State of Florida, Department of Transportation ("DEPARTMENT"), and Escambia County, Florida ("COUNTY").

1. COUNTY and DEPARTMENT entered into a Transportation Regional Incentive Program Agreement (hereinafter "the TRIP") on February 21, 2007, which was subsequently amended by the parties, to perform a Design Phase of SR173 (Blue Angel Parkway) from SR292 (Sorrento Road) to SR30 (US98).
2. DEPARTMENT will now undertake and administer the PROJECT, and COUNTY and DEPARTMENT have amended the TRIP so that DEPARTMENT shall have no obligation to pay or reimburse COUNTY for any services performed by or for COUNTY under the provisions of the TRIP.
3. In furtherance of DEPARTMENT's assumption of the PROJECT, COUNTY has assigned its agreement with the consultant performing Design Services for the PROJECT to the DEPARTMENT.
4. COUNTY is desirous of sharing in the funding of the PROJECT until completion by contributing 50% of the PROJECT costs.
5. The DEPARTMENT is authorized to enter into this AGREEMENT by Section 339.12, Florida Statutes, "F.S.," and other sections of the Florida Transportation Code.

Therefore, the DEPARTMENT and the COUNTY agree as follows:

6. The facts stated in the recitals above are true and correct and are incorporated into and made a part of this AGREEMENT.
7. The COUNTY agrees that it will, within fourteen (14) calendar days after the execution of this AGREEMENT furnish the DEPARTMENT an advance deposit in the amount of **THREE HUNDRED SEVENTY-NINE THOUSAND NINETY SEVEN and 00/100 DOLLARS (\$379,097.00)** to be used for a portion of the estimated project cost for project number 421012-1-38-01. The DEPARTMENT may utilize this contribution for payment of the costs of the PROJECT.
8. The DEPARTMENT may, in its discretion, decide to delay or cancel the PROJECT without liability to the DEPARTMENT if the COUNTY fails to furnish the advance deposit as provided for in paragraph seven (7). The DEPARTMENT may, in its discretion, decide to delay or cancel the PROJECT without liability to the DEPARTMENT if the COUNTY fails to furnish funds as provided for in paragraph seven (7).

Date: 4/29/2015 Verified By: J. Carver

9. The payment of funds under this AGREEMENT will be made directly to the DEPARTMENT for deposit.

10. Notices pursuant to this AGREEMENT shall be sent by U.S. Mail to the following:

FOR THE COUNTY:

Public Works Department  
Escambia County  
Attn: Joy Blackmon  
3363 West Park Place  
Pensacola, Florida 32505

FOR THE DEPARTMENT

Florida Department of Transportation  
Attn: District Program Development Manager  
P. O. Box 607  
Chipley, Florida 32428

11. The following provisions of Section 339.135(6)(a), F.S., are incorporated:

The DEPARTMENT, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection shall be null and void, and no money may be paid on such contract. The DEPARTMENT shall require a statement from the Comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the DEPARTMENT which are for an amount in excess of \$25,000.00 and which have a term for a period of more than 1 year.

12. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understanding applicable to the matters contained in this agreement and the parties agree that there are no commitments, agreements or understanding concerning the subject matter of this AGREEMENT that are not contained in this document. Accordingly, it is agreed that no deviation from the terms of this AGREEMENT shall be predicated upon any prior representation or agreements whether oral or written. It is further agreed that no modification, amendment, or alteration in the terms or conditions contained in this AGREEMENT shall be effective unless contained in a written properly-executed document.

13. This AGREEMENT shall not be more strictly construed against either party because one party drafted or prepared any or all of the terms and provisions.

14. This AGREEMENT shall be governed by and interpreted in accordance with the laws of the State of Florida.

15. This AGREEMENT may be executed in two or more counterparts, each of which shall be an

original but all of which shall be deemed to be but one agreement.

16. The COUNTY:

(a). Shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the COUNTY during the term of the contract; and

(b). Shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

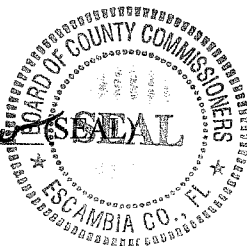
17. This AGREEMENT shall become effective when all parties have signed it. The date this AGREEMENT is signed by the last party to sign it (as indicated by the date stated under that party's signature) shall be deemed the date of this AGREEMENT.

IN WITNESS WHEREOF, the COUNTY and the DEPARTMENT have executed this AGREEMENT by their authorized representatives.

**BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY**

By: [Signature]  
Name: Steven Barry, Chairman  
Title: Chair  
Date: 4/28/2015

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



**STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION**

By: [Signature]  
James T. Barfield, P.E.  
District Secretary, District Three  
Date: 5-28-15

Attest: [Signature]  
Executive Secretary (SEAL)

Approved as to form and legal sufficiency:

[Signature]  
County Attorney  
Date: 5/22/15

Legal Review:

[Signature]  
Office of the General Counsel  
Date: 5/20/15

BCC Approved 0423-2015

Financial Project No. 421012-1-38-01  
Escambia County

Escambia County  
Clerk's Original

AMENDMENT TO

4/23/2015 Cae II-13

TRANSPORTATION REGIONAL INCENTIVE PROGRAM AGREEMENT

BY AND BETWEEN

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

AND

ESCAMBIA COUNTY, FLORIDA

This Amendment to Agreement made and effective this 23<sup>rd</sup> day of April 2015 by and between State of Florida, Department of Transportation ("DEPARTMENT") and Escambia County, Florida ("COUNTY").

1. COUNTY and DEPARTMENT entered into a Transportation Regional Incentive Program Agreement (AOM89) (the "TRIP") on February 21, 2007, which was subsequently amended by the parties, that provides for the performance of a Design Phase for SR173 (Blue Angel Parkway) from SR292 (Sorrento Road) to SR30 (US98).

2. The parties desire to amend the TRIP.

NOW, THEREFORE, the parties hereto agree as follows:

3. The recitals in paragraphs 1 and 2 above are true and incorporated into this agreement by reference.

4. With respect to the PROJECT described in the TRIP, DEPARTMENT shall have no obligation to pay or reimburse COUNTY for any services performed by or for COUNTY on and after the day, month and year set forth above.

IN WITNESS WHEREOF, COUNTY has caused this Amendment to the TRIP to be executed in its behalf by the Chair of the Board of County Commissioners, or authorized designee, as authorized by Resolution Number R2015-53, and the DEPARTMENT has caused this Amendment to be executed in its behalf through its District Secretary or authorized designee.

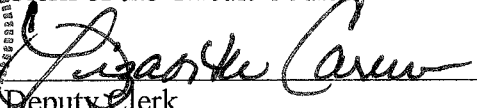
Date: 4/29/2015 Verified By: J. Carver

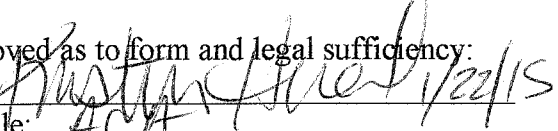
Financial Project No. 421012-1-38-01  
Escambia County

BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

By:   
Steven Barry, Chair

Date: 4/28/2015

Attest: Pam Childers  
Clerk of the Circuit Court  
  
Deputy Clerk

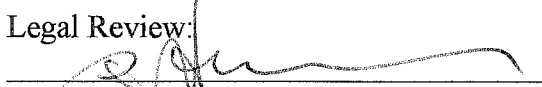
Approved as to form and legal sufficiency:  
By:   
Title: ACA

STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION

By:   
James T. Barfield, P.E.,  
District Three Secretary

Date: 5-28-15

Attest:   
Executive Secretary (Seal)

Legal Review:   
Office of the General Counsel

BCC Approved 04-23-2015



4/23/2015 CAR II-13

RESOLUTION NUMBER R2015-53

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, SUPPORTING THE TRANSFER OF THE SR 173 (BLUE ANGEL PARKWAY) PROJECT #421012-1-38-01 FROM ESCAMBIA COUNTY TO THE FLORIDA DEPARTMENT OF TRANSPORTATION; AUTHORIZING THE CHAIRMAN TO SIGN THE AMENDMENT TO TRANSPORTATION REGIONAL INCENTIVE PROGRAM AGREEMENT BY AND BETWEEN STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION AND ESCAMBIA COUNTY, THE LOCALLY FUNDED AGREEMENT BETWEEN THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION AND ESCAMBIA COUNTY, AND THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION ASSIGNMENT AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE

**WHEREAS**, Escambia County and the Florida Department of Transportation (FDOT) have determined that it is in the best interest of all concerned to transfer all duties associated with SR 173 (Blue Angel Parkway) from SR 292 (Sorrento Road) to SR 30 (US 98), FPID 421012-1-38-01, (hereinafter referred to as the "Project") from Escambia County to the Florida Department of Transportation; and

**WHEREAS**, Escambia County will, within fourteen days of execution of this Agreement, furnish the FDOT an advance deposit in the amount of \$379,097.00 for full payment of the County's 50% share of the estimated Project cost; and

**WHEREAS**, the completion of the proposed Project will provide mutual benefits to Escambia County and the FDOT.

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

**SECTION 1.** That the Board of County Commissioners finds the above recitals to be true and correct and incorporates them herein by reference.

**SECTION 2.** That the Board of County Commissioners hereby supports the proposed transfer of the SR 173 (Blue Angel Parkway) Project from Escambia County to Florida Department of Transportation.

**SECTION 3.** That the Board authorizes the Chairman to sign the Amendment to the Transportation Regional Incentive Program Agreement by and between the State of Florida Department of Transportation and Escambia County, the Locally Funded Agreement between the State of Florida Department of Transportation and Escambia County, and the State of Florida Department of Transportation Assignment Agreement.

**SECTION 4.** That this Resolution shall take effect immediately upon adoption by the Board of County Commissioners.

Date: 4/29/2015 Verified By: *D. Carver*

ADOPTED this 23rd day of April 2015.

BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

By: [Signature]  
Steven Barry, Chairman

ATTEST: Pam Childers  
Clerk of the Circuit Court



By: [Signature]  
Deputy Clerk

Date Executed

4/28/2015

Approved as to form and legal  
sufficiency.

By/Title: [Signature]  
Date: 4/28/15



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

**AI-7506**

**County Administrator's Report 13. 13.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 04/23/2015

**Issue:** State Road (SR) 173 (Blue Angel Parkway) Transfer Project from Escambia County to Florida Department of Transportation

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

**Organization:** Public Works

**CAO Approval:**

A handwritten signature in black ink, appearing to read "Joy D. Blackmon", is written over a horizontal line.

**RECOMMENDATION:**

Recommendation Concerning State Road 173 (Blue Angel Parkway) - Transfer Project from Escambia County to the Florida Department of Transportation - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the transfer of the State Road (SR) 173 (Blue Angel Parkway) Project from Escambia County, Florida, to the Florida Department of Transportation (FDOT):

A. Rescind the following Board's action of April 18, 2013:

1. Approving the Amendment to Transportation Regional Incentive Program Agreement by and between State of Florida, Department of Transportation and Escambia County, Florida;
2. Approving the State of Florida Department of Transportation Assignment Agreement;
3. Approving the Locally Funded Agreement between the State of Florida Department of Transportation and Escambia County;
4. Approving the Memorandum of Agreement for Project No. 421012-1-38-01; and
5. Adopting the Resolution authorizing the Chairman to sign the Agreements; and

B. Approve the Amendment to Transportation Regional Incentive Program Agreement by and between the State of Florida, Department of Transportation and Escambia County, Florida [Financial Project No. 421012-1-38-01];

C. Approve the Locally Funded Agreement between the State of Florida Department of Transportation and Escambia County [Project No. 421012-1-38-01];

D. Approve the State of Florida Department of Transportation Assignment Agreement - Financial Project I.D. 421012-1-38-01; and

E. Adopt and authorize the Chairman to sign the Resolution supporting the transfer of the SR 173 (Blue Angel Parkway) Project No. 421012-1-38-01 from Escambia County to FDOT.

[Funding Source: Fund 352, LOST III, Cost Center 210107/56301, Project #08EN0038 - \$122,333; Fund 152, Southwest Sector CRA, Cost Center 210508/56301, Project #08EN0062 - \$256,764]

**BACKGROUND:**

Escambia County and the Florida Department of Transportation (FDOT) entered into a Transportation Regional Incentive Program (TRIP) Agreement on February 21, 2007, which was subsequently amended by the parties, to perform a Design Phase of SR 173 (Blue Angel Parkway) from SR 292 (Sorrento Road) to SR 30 (US 98).

Escambia County and FDOT have agreed that it is in the best interest of all concerned to transfer all duties under the Agreement with HDR Engineering, Inc. from Escambia County to FDOT, essentially reversing the Contract Agreements.

On April 18, 2013, the documents and transfer were approved by the Board but there were some questions on the dollar amount. At this time, both parties are in agreement and ready to proceed with this transfer. Because the previous documents were signed by the Escambia County Board of County Commissioners so long ago, we have been asked to update these documents.

**BUDGETARY IMPACT:**

Funds for this transfer are available in Fund 352, "LOST III," Cost Center 210107/56301, Project #08EN0038 - \$122,333; Fund 152, "Southwest Sector CRA," Cost Center 210508/56301, Project #08EN0062 - \$256,764.

Escambia County will, within fourteen calendar days of the execution of this Agreement, furnish FDOT an advance deposit in the amount of \$379,097 for full payment of the County's 50% share of the estimated project cost.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

Kristin Hual, Assistant County Attorney, reviewed and approved the Amendment to Transportation Regional Incentive Program (TRIP) Agreement by and between State of Florida, Department of Transportation and Escambia County, Florida, the Locally Funded Agreement between the State of Florida Department of Transportation and Escambia County for Project #421012-1-38-01, the State of Florida Department of Transportation Assignment Agreement for Project #421012-1-38-01, and the Resolution as to form and legal sufficiency.

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

**IMPLEMENTATION/COORDINATION:**

Upon the Board's approval of this Recommendation, the Chairman will need to sign five original copies of all Agreements. The Clerk's office will then need to certify five copies of the Resolution for FDOT and retain the original for the official record. Transportation and Traffic Operations staff will forward the five signed original copies of all Agreements and five certified copies of the Resolution to FDOT for final signatures and for their files.

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**Attachments**

041813 BCC Action

Amendment to TRIP

LFA

Assignment Agreement

Resolution

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PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-23. Approval of Various Consent Agenda Items – Continued

16. Taking the following action concerning the transfer of the State Road (SR) 173 (Blue Angel Parkway) Project from Escambia County, Florida, to the Florida Department of Transportation (FDOT); Escambia County and FDOT entered into a Transportation Regional Incentive Program (TRIP) Agreement on February 21, 2007, which was subsequently amended by the parties, that provides for the performance of a PD&E Study of SR 173 (Blue Angel Parkway) from SR 292 (Sorrento Road) to SR 30 (US 98); Escambia County and HDR Engineering, Inc., entered into an Agreement on October 16, 2006, which was subsequently amended, to perform these PD&E services for SR 173 (Blue Angel Parkway); Escambia County and FDOT have agreed that it is in the best interest of all concerned to transfer all duties under the Agreement with HDR Engineering, Inc., from Escambia County to FDOT, essentially reversing the Contract Agreements (Funding Source: Fund 352, "Local Option Sales Tax III," Cost Center 210107/56301, Project #08EN0038 – [in the amount of] \$122,333; Fund 152, "Southwest Sector CRA," Cost Center 210508/56301, Project #08EN0062 – [in the amount of] \$256,764):
  - A. Approving the *Amendment to Transportation Regional Incentive Program Agreement by and between State of Florida, Department of Transportation and Escambia County, Florida*;
  - B. Approving the *State of Florida Department of Transportation Assignment Agreement*;
  - C. Approving the *Locally Funded Agreement between the State of Florida Department of Transportation and Escambia County*;
  - D. Approving the *Memorandum of Agreement* for Project #421012-1-38-01; and
  - E. Adopting the Resolution (R2013-47) authorizing the Chairman to sign the Agreements.

**THE FOLLOWING WAS NOT PROVIDED TO THE CLERKS OFFICE:**

- **AMENDMENT TO TRANSPORTATION REGIONAL INCENTIVE PROGRAM AGREEMENT**
- **FDOT ASSIGNMENT AGREEMENT**
- **FDOT LOCALLY FUNDED AGREEMENT (PROJECT #4210121-38-01)**
- **MEMORANDUM OF AGREEMENT (PROJECT #4210121-38-01)**



Escambia County  
Clerk's Original

2013-000363 BCC  
Apr. 18, 2013 Page 2

4/18/2013 CAR II-16

RESOLUTION NUMBER R2013- 47

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, SUPPORTING THE TRANSFER OF THE SR 173 (BLUE ANGEL PARKWAY) PROJECT FROM ESCAMBIA COUNTY TO THE FLORIDA DEPARTMENT OF TRANSPORTATION; AUTHORIZING THE CHAIRMAN TO SIGN THE AMENDMENT TO TRANSPORTATION REGIONAL INCENTIVE PROGRAM AGREEMENT BY AND BETWEEN STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION AND ESCAMBIA, COUNTY FLORIDA; THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION ASSIGNMENT AGREEMENT; THE LOCALLY FUNDED AGREEMENT BETWEEN THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION AND ESCAMBIA COUNTY; AND THE MEMORANDUM OF AGREEMENT FOR PROJECT 421012-1-38-01; PROVIDING FOR AN EFFECTIVE DATE

**WHEREAS**, Escambia County and the Florida Department of Transportation (FDOT) have determined that it is in the best interest of all concerned to transfer all duties associated with SR 173 (Blue Angel Parkway) from SR 292 (Sorrento Road) to SR 30 (US 98), FPID 421012-1-38-01, (hereinafter referred to as the "Project") from Escambia County to the Florida Department of Transportation; and

**WHEREAS**, Escambia County will, within fourteen days of execution of this Agreement, furnish the FDOT an advance deposit in the amount of \$379,097 for full payment of the County's 50% share of the estimated Project cost; and

**WHEREAS**, the completion of the proposed Project will provide mutual benefits to Escambia County and the FDOT.

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

**SECTION 1.** That the Board of County Commissioners finds the above recitals to be true and correct and incorporates them herein by reference.

**SECTION 2.** That the Board of County Commissioners hereby supports the proposed transfer of the SR 173 (Blue Angel Parkway) Project from Escambia County to Florida Department of Transportation.

**SECTION 3.** That the Board authorizes the Chairman to sign the Amendment to the Transportation Regional Incentive Program Agreement by and between State of Florida, Department of Transportation and Escambia County, Florida; the State of Florida Department of Transportation Assignment Agreement; the Locally Funded Agreement between the State of Florida Department of Transportation and Escambia County; and the Memorandum of Agreement for Project # 421012-1-38-01.

Date: 4/22/2013 Verified By: D. Harris

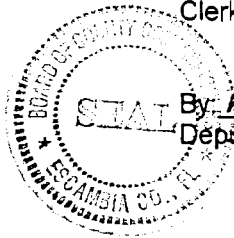
**SECTION 4.** This Resolution shall take effect immediately upon adoption by the Board of County Commissioners.

ADOPTED this 18<sup>th</sup> day of April 2013.

BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

By: Gene M. Valentino  
Gene M. Valentino, Chairman

ATTEST: Pam Childers  
Clerk of the Circuit Court



By: Doris Harris  
Deputy Clerk

Date Executed

April 18, 2013

This document approved as to form  
and legal sufficiency.

By: Mustang  
Title: HCA  
Date: 3/18/13



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

**AI-4042**

**County Administrator's Report 12. 16.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 04/18/2013

**Issue:** State Road 173 (Blue Angel Parkway) – Transfer Project from  
Escambia County to Florida Department of Transportation

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

**Organization:** Public Works

**CAO Approval:**

A handwritten signature in black ink, appearing to read "Henry Jordan", is written over the "CAO Approval:" label and extends across the line.

**RECOMMENDATION:**

Recommendation Concerning State Road 173 (Blue Angel Parkway) – Transfer Project  
from Escambia County to the Florida Department of Transportation - Joy D. Blackmon,  
P.E., Public Works Department Director

That the Board take the following action concerning the transfer of the State  
Road (SR) 173 (Blue Angel Parkway) Project from Escambia County, Florida, to  
the Florida Department of Transportation (FDOT):

- A. Approve the Amendment to Transportation Regional Incentive Program (TRIP)  
Agreement by and between State of Florida, Department of Transportation and  
Escambia County, Florida;
- B. Approve the State of Florida Department of Transportation Assignment Agreement;
- C. Approve the Locally Funded Agreement between the State of Florida Department of  
Transportation and Escambia County;
- D. Approve the Memorandum of Agreement for Project #421012-1-38-01; and
- E. Adopt the Resolution authorizing the Chairman to sign the Agreements.

[Funding Source: Fund 352, "LOST III," Cost Center 210107/56301, Project  
#08EN0038 - \$122,333; Fund 152, "Southwest Sector CRA," Cost Center  
210508/56301, Project #08EN0062 - \$256,764]

Escambia County and the Florida Department of Transportation (FDOT) entered into a  
Transportation Regional Incentive Program (TRIP) Agreement on February 21, 2007,  
which was subsequently amended by the parties, that provides for the performance of a  
PD&E Study of SR 173 (Blue Angel Parkway) from SR 292 (Sorrento Road) to SR 30  
(US 98).

Escambia County and HDR, Engineering, Inc., entered into an Agreement on October 16, 2006, which was subsequently amended, to perform these PD&E services for SR 173 (Blue Angel Parkway).

Escambia County and FDOT have agreed that it is in the best interest of all concerned to transfer all duties under the Agreement with HDR Engineering, Inc., from Escambia County to FDOT, essentially reversing the Contract Agreements.

**BACKGROUND:**

Escambia County and the Florida Department of Transportation (FDOT) entered into a Transportation Regional Incentive Program (TRIP) Agreement on February 21, 2007, which was subsequently amended by the parties, that provides for the performance of a PD&E Study of SR 173 (Blue Angel Parkway) from SR 292 (Sorrento Road) to SR 30 (US 98).

Escambia County and HDR, Engineering, Inc. entered into an Agreement on October 16, 2006, which was subsequently amended, to perform these PD&E services for SR 173 (Blue Angel Parkway).

Escambia County and FDOT have agreed that it is in the best interest of all concerned to transfer all duties under the Agreement with HDR Engineering, Inc. from Escambia County to FDOT, essentially reversing the Contract Agreements.

**BUDGETARY IMPACT:**

Funding Source: Fund 352 "LOST III", Cost Center 210107/56301/Project #08EN0038 (\$122,333) Fund 152 "Southwest Sector CRA", Cost Center 210508/56301/Project #08EN0062 (\$256,764)

Escambia County will, within fourteen days of the execution of this Agreement, furnish FDOT an advance deposit in the amount of \$379,097 for full payment of the County's 50% share of the estimated project cost.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

Kristin Hual, Assistant County Attorney, reviewed and approved the Amendment to the TRIP Agreement by and between State of Florida Department of Transportation and Escambia County, the State of Florida Department of Transportation Assignment Agreement, the Locally Funded Agreement between the State of Florida Department of Transportation and Escambia County, the Memorandum of Agreement for Project # 421012-1-38-01, and the Resolution as to form and legal sufficiency on March 18, 2013.

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

**IMPLEMENTATION/COORDINATION:**

Upon the Board's approval of this recommendation, the Chairman will need to sign five original copies of the Amendment to the TRIP Agreement, the Transportation Assignment Agreement, the Locally Funded Agreement, and the Memorandum of Agreement. The Clerk's office will then need to certify five copies of the Resolution for FDOT and retain the original for the official records. Transportation and Traffic Operations staff will forward the five signed original copies of all Agreements and five certified copies of the Resolution to FDOT for final signatures and for their files.

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**Attachments**

Amendment to TRIP  
Assignment Agreement  
Locally Funded Agrmnt  
Memorandum of Agrmnt  
Resolution

---

Financial Project No. 421012-1-38-01  
Escambia County

**AMENDMENT TO**  
**TRANSPORTATION REGIONAL INCENTIVE PROGRAM AGREEMENT**  
**BY AND BETWEEN**  
**STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION**  
**AND**  
**ESCAMBIA COUNTY, FLORIDA**

This Amendment to Agreement made and effective this \_\_\_\_ day of \_\_\_\_\_, 2013, by and between State of Florida, Department of Transportation ("DEPARTMENT") and Escambia County, Florida ("COUNTY").

1. COUNTY and DEPARTMENT entered into a Transportation Regional Incentive Program Agreement (AOM89) (the "TRIP") on February 21, 2007, which was subsequently amended by the parties, that provides for the performance of a Design Phase for SR173 (Blue Angel Parkway) from SR292 (Sorrento Road) to SR30 (US98).

2. The parties desire to amend the TRIP.

NOW, THEREFORE, the parties hereto agree as follows:

3. The recitals in paragraphs 1 and 2 above are true and incorporated into this agreement by reference.

4. With respect to the PROJECT described in the TRIP, DEPARTMENT shall have no obligation to pay or reimburse COUNTY for any services performed by or for COUNTY on and after the day, month and year set forth above.

IN WITNESS WHEREOF, COUNTY has caused this Amendment to the TRIP to be executed in its behalf by the Chair of the Board of County Commissioners, or authorized designee, as authorized by Resolution Number 2013-\_\_\_\_\_, and the DEPARTMENT has caused this Amendment to be executed in its behalf through its District Secretary or authorized designee.

Financial Project No. 421012-1-38-01  
Escambia County

BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION

By: \_\_\_\_\_  
Gene M. Valentino, Chairman

By: \_\_\_\_\_  
James T. Barfield, P.E.,  
District Three Secretary

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attest: Pam Childers  
Clerk of the Circuit Court

Attest: \_\_\_\_\_  
Executive Secretary (Seal)

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

Legal Review:

This document approved as to form  
and legal sufficiency.

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
Office of the General Counsel



**STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
ASSIGNMENT AGREEMENT**

Assignment and Amendment for the Agreement to perform Design services on  
SR173 (Blue Angel Parkway) from SR292 (Sorrento Road) to SR30 (US98) in  
Escambia County dated \_\_\_\_\_.

Hereinafter known as Contract AOM89  
Financial Project I.D. 421012-1-38-01  
Vendor No. F4706080568005

**This Agreement of Assignment** made and effective this \_\_\_\_ day of  
\_\_\_\_\_, 2013, among Escambia County, a political subdivision of the State of Florida  
("AGENCY") ("ASSIGNOR"), HDR, Engineering, Inc. ("CONSULTANT"), and the State of  
Florida Department of Transportation ("DEPARTMENT") ("ASSIGNEE"),

1. AGENCY and DEPARTMENT entered into a Transportation Regional Incentive Program Agreement (hereinafter "the TRIP") on February 21, 2007, which was subsequently amended by the parties, to perform a Design Update of SR173 (Blue Angel Parkway) from SR292 (Sorrento Road) to SR30 (US98) (the "PROJECT").
2. AGENCY, as an agent of DEPARTMENT, and CONSULTANT entered into an Agreement dated October 16, 2006, which was subsequently amended, to perform these Design services for the PROJECT.
3. Interest in the TRIP is, by its terms, assignable only upon written consent of DEPARTMENT.
4. AGENCY desires to assign the Agreement with CONSULTANT to DEPARTMENT, and CONSULTANT is willing to perform all remaining obligations and duties occurring on or after the effective date of this Assignment Agreement.

**NOW, THEREFORE**, the parties hereto do agree as follows:

5. The aforementioned recitations in paragraphs 1 through 4 are true and are by reference made part of this agreement.
6. AGENCY hereby grants, bargains, sells, conveys, transfers, assigns and sets over its entire duties under the Agreement with CONSULTANT to DEPARTMENT subject to the covenants and conditions herein mentioned.
7. AGENCY hereby assumes responsibilities and obligations under the Agreement for payment of services rendered prior to the effective date of this Assignment Agreement. DEPARTMENT hereby assumes AGENCY'S responsibilities and obligations on and after the effective date of this Assignment Agreement and will hereafter perform faithfully all of the covenants, stipulations and agreements contained therein.

8. The CONSULTANT hereby consents to the assignment of the Agreement to the DEPARTMENT.

9. DEPARTMENT consents to and accepts the assignment of the Agreement to DEPARTMENT; provided, however, DEPARTMENT'S consent to this matter will not constitute a waiver of the general prohibition against assignment contained in the Agreement as to further assignments and will not constitute a release of CONSULTANT under the contract to the extent of CONSULTANT'S responsibilities to the AGENCY up to the effective date of this assignment or to the extent of CONSULTANT'S failure to perform under the Agreement hereafter, it being understood that this assignment will not be deemed to effect a novation. This Assignment Agreement will not release AGENCY from liabilities incurred prior to the effective date of this assignment.

10. The DEPARTMENT has established State of Florida Department of Transportation Contract Number AOM89 for continuation of the services required for this project. All sums which become payable by DEPARTMENT for services rendered on and after the date of this Assignment Agreement will be made to CONSULTANT, as between DEPARTMENT and CONSULTANT. CONSULTANT and DEPARTMENT hereby agree that, when the DEPARTMENT will have made payments pursuant to the Agreement, regardless of whether such payments have heretofore been made by AGENCY or hereafter by DEPARTMENT, which in the aggregate are equal to the total sums payable under the Agreement, such payment will constitute satisfaction in full of AGENCY'S and DEPARTMENT'S obligation to pay the sums which it is obligated to pay pursuant to the Agreement. The balance available under said contract for the remaining services is equal to \$379,097.

11. CONSULTANT specifically acknowledges and agrees that no time extension or requests for additional compensation or supplemental agreements will be granted due to this assignment or the duplication of any services provided by CONSULTANT to DEPARTMENT, it being understood that DEPARTMENT will stand in the place of AGENCY as though no assignment has occurred.

12. AGENCY and CONSULTANT hereby represent, and DEPARTMENT hereby accepts, that there are no claims or demands against DEPARTMENT arising out of or related to the performance under the Agreement prior to the effective date hereof. DEPARTMENT will not be responsible for contractual compensation for services or claims which occurred prior to this assignment. DEPARTMENT is hereby released from such liability under this Agreement.

13. The CONSULTANT shall:

Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by CONSULTANT during the term of the Agreement; and

Expressly require any subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of the Agreement.

**IN WITNESS WHEREOF**, the parties have executed this Agreement by their duly authorized officers on the day, month and year set forth above.

**ASSIGNOR:**

BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

By: \_\_\_\_\_  
Gene M. Valentino, Chairman

Date: \_\_\_\_\_

Attest: Pam Childers  
Clerk of the Circuit Court

\_\_\_\_\_  
Deputy Clerk  
(SEAL)

This document approved as to form  
and legal sufficiency.

By: [Signature]  
Title: 4015  
Date: 3/18/13

**ASSIGNEE:**

STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION

By: \_\_\_\_\_  
James T. Barfield, P.E.,  
District Three Secretary

Date: \_\_\_\_\_

Attest: \_\_\_\_\_  
Executive Secretary  
(SEAL)

Legal Review:

\_\_\_\_\_  
Office of the General Counsel

**CONSULTANT:**

HDR ENGINEERING, INC.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

Attest: \_\_\_\_\_  
Secretary/Assistant Secretary

**LOCALLY FUNDED AGREEMENT  
BETWEEN  
THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
AND  
ESCAMBIA COUNTY**

Project # 421012-1-38-01

This Locally Funded Agreement ("AGREEMENT") is between the State of Florida, Department of Transportation ("DEPARTMENT"), and Escambia County, Florida ("COUNTY").

1. COUNTY and DEPARTMENT entered into a Transportation Regional Incentive Program Agreement (hereinafter "the TRIP") on February 21, 2007, which was subsequently amended by the parties, to perform a Design Phase of SR173 (Blue Angel Parkway) from SR292 (Sorrento Road) to SR30 (US98).
2. DEPARTMENT will now undertake and administer the PROJECT, and COUNTY and DEPARTMENT have amended the TRIP so that DEPARTMENT shall have no obligation to pay or reimburse COUNTY for any services performed by or for COUNTY under the provisions of the TRIP.
3. In furtherance of DEPARTMENT's assumption of the PROJECT, COUNTY has assigned its agreement with the consultant performing Design Services for the PROJECT to the DEPARTMENT.
4. COUNTY is desirous of sharing in the funding of the PROJECT until completion by contributing 50% of the PROJECT costs.
5. The DEPARTMENT is authorized to enter into this AGREEMENT by §339.12, Fla. Stat., and other sections of the Florida Transportation Code.

Therefore, the DEPARTMENT and the COUNTY agree as follows:

6. The facts stated in the recitals above are true and correct and are incorporated into and made a part of this AGREEMENT.
7. The COUNTY agrees that it will, within fourteen (14) calendar days after the execution of this AGREEMENT furnish the DEPARTMENT an advance deposit in the amount of **THREE HUNDRED SEVENTY NINE THOUSAND NINETY SEVEN AND 00/100 DOLLARS (\$379,097.00)** for full payment of COUNTY's 50% share of the estimated cost of the PROJECT. The advance deposit shall be the COUNTY's 50% share of the total estimated cost of the PROJECT. The DEPARTMENT may utilize this advance deposit for payment of the PROJECT.
8. The DEPARTMENT may, in its discretion, decide to delay or cancel the PROJECT without liability to the DEPARTMENT if the COUNTY fails to furnish the advance deposit as provided for in paragraph seven (7). The DEPARTMENT may, in its discretion, decide to delay or cancel the PROJECT without liability to the DEPARTMENT if the COUNTY fails to furnish funds as provided for in paragraph seven (7).
9. Should PROJECT modifications or changes occur that increase the COUNTY'S share of total PROJECT costs, the COUNTY will be notified by the DEPARTMENT accordingly. The COUNTY agrees to provide, without delay, in advance of the additional work being performed, adequate funds to ensure that cash on deposit with the DEPARTMENT is sufficient to fully fund COUNTY'S 50% share of

the PROJECT. The DEPARTMENT shall notify the COUNTY as soon as it becomes apparent the actual costs will overrun the award amount. However, failure of the DEPARTMENT to so notify the COUNTY shall not relieve the COUNTY from its obligation to pay for the PROJECT during the PROJECT and on final accounting as provided herein below. Funds due from the COUNTY during the PROJECT not paid within forty (40) calendar days from the date of the invoice are subject to an interest charge at a rate established pursuant to §55.03, Fla. Stat.

10. The DEPARTMENT intends to have its final and complete accounting of all costs incurred in connection with the work performed hereunder within three hundred and sixty (360) days of final payment to the Contractor. The DEPARTMENT considers the PROJECT complete when the final payment has been made to the Contractor, not when the work is complete. All PROJECT cost records and accounts shall be subject to audit by a representative of the COUNTY for a period of five (5) years after final close out of the PROJECT. The COUNTY will be notified of the final cost. Both parties agree that in the event the final accounting of COUNTY'S 50% share of total PROJECT costs pursuant to the terms of this AGREEMENT is less than the advance deposit plus any accrued interest, a refund of the excess will be made by the DEPARTMENT to the COUNTY. If the final accounting is not performed within three hundred and sixty (360) days, the COUNTY is not relieved from its obligation to pay.

11. In the event the final accounting of COUNTY'S 50% share of total project costs is greater than the total deposits to date, the COUNTY will pay the additional amount within forty (40) calendar days from the date of the invoice from the DEPARTMENT. The COUNTY agrees to pay interest at a rate as established pursuant to §55.03, Fla. Stat. on any invoice not paid within forty (40) calendar days until the invoice is paid.

12. The payment of funds under this AGREEMENT will be made directly to the DEPARTMENT for deposit and as provided in the attached Memorandum of Agreement (MOA) between the COUNTY, DEPARTMENT and the State of Florida, Department of Financial Services, Division of Treasury.

13. Notices pursuant to this AGREEMENT shall be sent by U.S. Mail to the following:

FOR THE COUNTY:

Escambia County  
Public Works Department/Engineering Division  
Attn: Joy D. Blackmon, P.E.  
3363 West Park Place  
Pensacola, Florida 32505

FOR THE DEPARTMENT

Florida Department of Transportation  
Attn: District Program Development Manager  
P. O. Box 607  
Chipley, Florida 32428

14. The following provisions of §339.135(6)(a), Fla. Stat., are incorporated:

The DEPARTMENT, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection shall be null and void, and no money may be paid on such contract. The DEPARTMENT shall require a statement from the Comptroller of the Department

that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the DEPARTMENT which are for an amount in excess of \$25,000.00 and which have a term for a period of more than 1 year.

15. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understanding applicable to the matters contained in this agreement and the parties agree that there are no commitments, agreements or understanding concerning the subject matter of this AGREEMENT that are not contained in this document. Accordingly, it is agreed that no deviation from the terms of this AGREEMENT shall be predicated upon any prior representation or agreements whether oral or written. It is further agreed that no modification, amendment, or alteration in the terms or conditions contained in this AGREEMENT shall be effective unless contained in a written properly-executed document.

16. This AGREEMENT shall not be more strictly construed against either party because one party drafted or prepared any or all of the terms and provisions.

17. This AGREEMENT shall be governed by and interpreted in accordance with the laws of the State of Florida.

18. This AGREEMENT may be executed in two or more counterparts, each of which shall be an original but all of which shall be deemed to be but one agreement.

19. The COUNTY:

(a) Shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the COUNTY during the term of the contract; and

(b) Shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

20. This AGREEMENT shall become effective when all parties have signed it. The date this AGREEMENT is signed by the last party to sign it (as indicated by the date stated under that party's signature) shall be deemed the date of this AGREEMENT.

---Intentionally left blank---

IN WITNESS WHEREOF, the COUNTY and the DEPARTMENT have executed this AGREEMENT by their authorized representatives.

**BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY**

**STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION**

By: \_\_\_\_\_  
Gene M. Valentino, Chairman

By: \_\_\_\_\_  
James T. Barfield, P.E.  
District Secretary, District Three

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attest: Pam Childers  
Clerk of the Circuit Court

Attest: \_\_\_\_\_  
Executive Secretary (SEAL)

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

(SEAL)

This document approved as to form  
and legal sufficiency.

By: *Antoinette*  
Title: AC/4  
Date: 3/15/13

Legal Review:

\_\_\_\_\_  
Office of the General Counsel

Date: \_\_\_\_\_



## MEMORANDUM OF AGREEMENT

PROJECT # 421012-1-38-01

This Agreement is made and entered into on \_\_\_\_\_, 2013, by and between the State of Florida, Department of Transportation, hereinafter referred to as DEPARTMENT, the State of Florida, Department of Financial Services, Division of Treasury, hereinafter referred to as TREASURY, and Escambia County, Florida hereinafter referred to as the COUNTY.

### RECITALS

1. The DEPARTMENT is currently administering the following project:

Financial Project Number: 421012-1-38-01  
County: Escambia

hereinafter referred to as the PROJECT.

2. The DEPARTMENT and the COUNTY entered into a Locally Funded Agreement hereinafter referred to as LFA, dated \_\_\_\_\_, 2013, wherein DEPARTMENT is undertaking a project related to a Design Update of SR173 (Blue Angel Parkway) from SR292 (Sorrento Road) to SR30 (US98) and COUNTY has agreed to share in 50% of the PROJECT costs until completion of the PROJECT.

3. The parties to this Agreement mutually agree that it would be in the best interest of the DEPARTMENT and the COUNTY to establish an interest bearing escrow account to provide funds for the work performed on the PROJECT by the DEPARTMENT.

### AGREEMENT

NOW THEREFORE, in consideration of the premises and the covenants contained herein, the parties incorporate into their agreement the recitals in the foregoing paragraphs and agree to the following:

4. An initial deposit in the amount of **THREE HUNDRED SEVENTY NINE THOUSAND NINETY SEVEN and 00/100 DOLLARS (\$379,097.00)** shall be made by the COUNTY into an interest bearing escrow account established by the DEPARTMENT for the purposes of the PROJECT. Said escrow account will be opened with the TREASURY, on behalf of the DEPARTMENT upon receipt of this Memorandum of Agreement. Such account will be an asset of the DEPARTMENT.

5. Other deposits may be made by the COUNTY as necessary to cover cost increases or the cost of additional work prior to the execution of any Supplemental Agreements or Amendments.

6. Payment will be made as follows (check appropriate payment method):

☐ Wire transfer  
☐ ACH deposit  
☒ Check

A wire transfer or ACH deposit is the preferred method of payment and should be used whenever possible. Following is the wiring and ACH deposit instructions:

For wire transfers: Bank of America  
Account # 001009068974  
ABA # 026009593  
Chief Financial Officer of Florida  
Re: DOT – K 11-78, Financial Project #421012-1-38-01

For ACH deposits: Bank of America  
Account # 001009068974  
ABA # 063100277  
Chief Financial Officer of Florida  
Re: DOT – K 11-78, Financial Project #421012-1-38-01

If a check is the method of payment, the check shall be made payable to the Department of Financial Services, Revenue Processing and mailed to DEPARTMENT, OOC-GAO for appropriate processing at the following address:

Florida Department of Transportation  
OOC-GAO, LFA Section  
605 Suwannee Street, MS 42B  
Tallahassee, Florida 32399

**A copy of this Agreement should accompany any deposits. When the check is mailed to Tallahassee, the District Office should instruct the COUNTY to mail the District Office a copy of the check.**

7. The DEPARTMENT's Comptroller or designee shall be the sole signatories on the escrow account with the TREASURY and shall have sole authority to authorize withdrawals from said account.

8. Unless instructed otherwise by the DEPARTMENT, all interest accumulated in the escrow account shall remain in the account for the purposes of the PROJECT as defined in the LFA.

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Apr. 18, 2013 Page 18

9. The TREASURY agrees to provide written confirmation of receipt of funds to the DEPARTMENT.

10. The TREASURY further agrees to provide periodic reports to the DEPARTMENT.

STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION

BOARD OF COUNTY  
COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

By: \_\_\_\_\_

By: Gene M. Valentino, Chairman

Date: \_\_\_\_\_

Date: \_\_\_\_\_

221 Palafox Place, Pensacola, FL 32502

ATTEST: Pam Childers  
Clerk of the Circuit Court

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

This document approved as to form  
and legal sufficiency.

By: *Austin Thomas*

Title: *HCA*

Date: *3/18/13*

STATE OF FLORIDA  
DEPARTMENT OF FINANCIAL SERVICES  
DIVISION OF TREASURY

By: \_\_\_\_\_

Date: \_\_\_\_\_

RESOLUTION NUMBER R2013-\_\_\_\_\_

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, SUPPORTING THE TRANSFER OF THE SR 173 (BLUE ANGEL PARKWAY) PROJECT FROM ESCAMBIA COUNTY TO THE FLORIDA DEPARTMENT OF TRANSPORTATION; AUTHORIZING THE CHAIRMAN TO SIGN THE AMENDMENT TO TRANSPORTATION REGIONAL INCENTIVE PROGRAM AGREEMENT BY AND BETWEEN STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION AND ESCAMBIA, COUNTY FLORIDA; THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION ASSIGNMENT AGREEMENT; THE LOCALLY FUNDED AGREEMENT BETWEEN THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION AND ESCAMBIA COUNTY; AND THE MEMORANDUM OF AGREEMENT FOR PROJECT 421012-1-38-01; PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, Escambia County and the Florida Department of Transportation (FDOT) have determined that it is in the best interest of all concerned to transfer all duties associated with SR 173 (Blue Angel Parkway) from SR 292 (Sorrento Road) to SR 30 (US 98), FPID 421012-1-38-01, (hereinafter referred to as the "Project") from Escambia County to the Florida Department of Transportation; and

**WHEREAS**, Escambia County will, within fourteen days of execution of this Agreement, furnish the FDOT an advance deposit in the amount of \$379,097 for full payment of the County's 50% share of the estimated Project cost; and

**WHEREAS**, the completion of the proposed Project will provide mutual benefits to Escambia County and the FDOT.

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

**SECTION 1.** That the Board of County Commissioners finds the above recitals to be true and correct and incorporates them herein by reference.

**SECTION 2.** That the Board of County Commissioners hereby supports the proposed transfer of the SR 173 (Blue Angel Parkway) Project from Escambia County to Florida Department of Transportation.

**SECTION 3.** That the Board authorizes the Chairman to sign the Amendment to the Transportation Regional Incentive Program Agreement by and between State of Florida, Department of Transportation and Escambia County, Florida; the State of Florida Department of Transportation Assignment Agreement; the Locally Funded Agreement between the State of Florida Department of Transportation and Escambia County; and the Memorandum of Agreement for Project # 421012-1-38-01.

**SECTION 4.** This Resolution shall take effect immediately upon adoption by the Board of County Commissioners.

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_ 2013.

BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

By: \_\_\_\_\_  
Gene M. Valentino, Chairman

ATTEST: Pam Childers  
Clerk of the Circuit Court

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

This document approved as to form  
and legal sufficiency.

By:   
Title: ADA  
Date: 3/18/13

Financial Project No. 421012-1-38-01  
Escambia County

**AMENDMENT TO**  
**TRANSPORTATION REGIONAL INCENTIVE PROGRAM AGREEMENT**  
**BY AND BETWEEN**  
**STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION**  
**AND**  
**ESCAMBIA COUNTY, FLORIDA**

This Amendment to Agreement made and effective this \_\_\_\_ day of \_\_\_\_\_ 2015 by and between State of Florida, Department of Transportation ("DEPARTMENT") and Escambia County, Florida ("COUNTY").

1. COUNTY and DEPARTMENT entered into a Transportation Regional Incentive Program Agreement (AOM89) (the "TRIP") on February 21, 2007, which was subsequently amended by the parties, that provides for the performance of a Design Phase for SR173 (Blue Angel Parkway) from SR292 (Sorrento Road) to SR30 (US98).
2. The parties desire to amend the TRIP.

NOW, THEREFORE, the parties hereto agree as follows:

3. The recitals in paragraphs 1 and 2 above are true and incorporated into this agreement by reference.
4. With respect to the PROJECT described in the TRIP, DEPARTMENT shall have no obligation to pay or reimburse COUNTY for any services performed by or for COUNTY on and after the day, month and year set forth above.

IN WITNESS WHEREOF, COUNTY has caused this Amendment to the TRIP to be executed in its behalf by the Chair of the Board of County Commissioners, or authorized designee, as authorized by Resolution Number \_\_\_\_\_, and the DEPARTMENT has caused this Amendment to be executed in its behalf through its District Secretary or authorized designee.

Financial Project No. 421012-1-38-01  
Escambia County

BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

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

Date: \_\_\_\_\_

Attest: Pam Childers  
Clerk of the Circuit Court

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

Approved as to form and legal sufficiency:

By: *Austin H. [Signature]*  
Title: *ACH*

STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION

By: \_\_\_\_\_  
James T. Barfield, P.E.,  
District Three Secretary

Date: \_\_\_\_\_

Attest: \_\_\_\_\_  
Executive Secretary (Seal)

Legal Review:

\_\_\_\_\_  
Office of the General Counsel



**LOCALLY FUNDED AGREEMENT  
BETWEEN  
THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
AND  
ESCAMBIA COUNTY**

Project # 421012-1-38-01

This Locally Funded Agreement ("AGREEMENT") is between the State of Florida, Department of Transportation ("DEPARTMENT"), and Escambia County, Florida ("COUNTY").

1. COUNTY and DEPARTMENT entered into a Transportation Regional Incentive Program Agreement (hereinafter "the TRIP") on February 21, 2007, which was subsequently amended by the parties, to perform a Design Phase of SR173 (Blue Angel Parkway) from SR292 (Sorrento Road) to SR30 (US98).
2. DEPARTMENT will now undertake and administer the PROJECT, and COUNTY and DEPARTMENT have amended the TRIP so that DEPARTMENT shall have no obligation to pay or reimburse COUNTY for any services performed by or for COUNTY under the provisions of the TRIP.
3. In furtherance of DEPARTMENT's assumption of the PROJECT, COUNTY has assigned its agreement with the consultant performing Design Services for the PROJECT to the DEPARTMENT.
4. COUNTY is desirous of sharing in the funding of the PROJECT until completion by contributing 50% of the PROJECT costs.
5. The DEPARTMENT is authorized to enter into this AGREEMENT by Section 339.12, Florida Statutes, "F.S.," and other sections of the Florida Transportation Code.

Therefore, the DEPARTMENT and the COUNTY agree as follows:

6. The facts stated in the recitals above are true and correct and are incorporated into and made a part of this AGREEMENT.
7. The COUNTY agrees that it will, within fourteen (14) calendar days after the execution of this AGREEMENT furnish the DEPARTMENT an advance deposit in the amount of **THREE HUNDRED SEVENTY-NINE THOUSAND NINETY SEVEN and 00/100 DOLLARS (\$379,097.00)** to be used for a portion of the estimated project cost for project number 421012-1-38-01. The DEPARTMENT may utilize this contribution for payment of the costs of the PROJECT.
8. The DEPARTMENT may, in its discretion, decide to delay or cancel the PROJECT without liability to the DEPARTMENT if the COUNTY fails to furnish the advance deposit as provided for in paragraph seven (7). The DEPARTMENT may, in its discretion, decide to delay or cancel the PROJECT without liability to the DEPARTMENT if the COUNTY fails to furnish funds as provided for in paragraph seven (7).

9. The payment of funds under this AGREEMENT will be made directly to the DEPARTMENT for deposit.

10. Notices pursuant to this AGREEMENT shall be sent by U.S. Mail to the following:

FOR THE COUNTY:

Public Works Department  
Escambia County  
Attn: Joy Blackmon  
3363 West Park Place  
Pensacola, Florida 32505

FOR THE DEPARTMENT

Florida Department of Transportation  
Attn: District Program Development Manager  
P. O. Box 607  
Chipley, Florida 32428

11. The following provisions of Section 339.135(6)(a), F.S., are incorporated:

The DEPARTMENT, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection shall be null and void, and no money may be paid on such contract. The DEPARTMENT shall require a statement from the Comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the DEPARTMENT which are for an amount in excess of \$25,000.00 and which have a term for a period of more than 1 year.

12. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understanding applicable to the matters contained in this agreement and the parties agree that there are no commitments, agreements or understanding concerning the subject matter of this AGREEMENT that are not contained in this document. Accordingly, it is agreed that no deviation from the terms of this AGREEMENT shall be predicated upon any prior representation or agreements whether oral or written. It is further agreed that no modification, amendment, or alteration in the terms or conditions contained in this AGREEMENT shall be effective unless contained in a written properly-executed document.

13. This AGREEMENT shall not be more strictly construed against either party because one party drafted or prepared any or all of the terms and provisions.

14. This AGREEMENT shall be governed by and interpreted in accordance with the laws of the State of Florida.

15. This AGREEMENT may be executed in two or more counterparts, each of which shall be an

original but all of which shall be deemed to be but one agreement.

16. The COUNTY:

(a). Shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the COUNTY during the term of the contract; and

(b). Shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

17. This AGREEMENT shall become effective when all parties have signed it. The date this AGREEMENT is signed by the last party to sign it (as indicated by the date stated under that party's signature) shall be deemed the date of this AGREEMENT.

IN WITNESS WHEREOF, the COUNTY and the DEPARTMENT have executed this AGREEMENT by their authorized representatives.

**BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY**

**STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION**

By: \_\_\_\_\_  
Name: Steven Barry, Chairman  
Title: Chair \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
James T. Barfield, P.E.  
District Secretary, District Three  
Date: \_\_\_\_\_

Attest: Pam Childers  
Clerk of the Circuit Court

Attest: \_\_\_\_\_  
Executive Secretary (SEAL)

\_\_\_\_\_(SEAL)  
Deputy Clerk

Approved as to form and legal sufficiency:

*Kristen Hall*  
County Attorney

Date: 1/22/15

Legal Review:

Office of the General Counsel

Date: \_\_\_\_\_

**STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
ASSIGNMENT AGREEMENT**

Assignment and Amendment for the Agreement to perform Design services on SR173 (Blue Angel Parkway) from SR292 (Sorrento Road) to SR30 (US98) in Escambia County dated \_\_\_\_\_.

Hereinafter known as Contract \_\_\_\_\_

Financial Project I.D. 421012-1-38-01

Vendor No. F470680568005

**This Agreement of Assignment** made and effective this \_\_\_\_ day of \_\_\_\_\_, 2015, among Escambia County, a political subdivision of the State of Florida ("AGENCY") ("ASSIGNOR"), HDR Engineering, Inc. ("CONSULTANT"), and the State of Florida Department of Transportation ("DEPARTMENT") ("ASSIGNEE"),

1. AGENCY and DEPARTMENT entered into a Transportation Regional Incentive Program Agreement (hereinafter "the TRIP") on February 21, 2007, which was subsequently amended by the parties, to perform a Design Update of SR173 (Blue Angel Parkway) from SR292 (Sorrento Road) to SR30 (US98) (the "PROJECT").
2. AGENCY, as an agent of DEPARTMENT, and CONSULTANT entered into an Agreement dated October 16, 2008, which was subsequently amended, to perform these Design services for the PROJECT.
3. Interest in the TRIP is, by its terms, assignable only upon written consent of DEPARTMENT.
4. AGENCY desires to assign the Agreement with CONSULTANT to DEPARTMENT, and CONSULTANT is willing to perform all remaining obligations and duties occurring on or after the effective date of this Assignment Agreement.

**NOW, THEREFORE**, the parties hereto do agree as follows:

5. The aforementioned recitations in paragraphs 1 through 4 are true and are by reference made part of this agreement.
6. AGENCY hereby grants, bargains, sells, conveys, transfers, assigns and sets over its entire duties under the Agreement with CONSULTANT to DEPARTMENT subject to the covenants and conditions herein mentioned.
7. AGENCY hereby assumes responsibilities and obligations under the Agreement for payment of services rendered prior to the effective date of this Assignment Agreement. DEPARTMENT hereby assumes AGENCY'S responsibilities and obligations on and after the effective date of this Assignment Agreement and will hereafter perform faithfully all of the covenants, stipulations and agreements contained therein.

8. The CONSULTANT hereby consents to the assignment of the Agreement to the DEPARTMENT.

9. DEPARTMENT consents to and accepts the assignment of the Agreement to DEPARTMENT; provided, however, DEPARTMENT'S consent to this matter will not constitute a waiver of the general prohibition against assignment contained in the Agreement as to further assignments and will not constitute a release of CONSULTANT under the contract to the extent of CONSULTANT'S responsibilities to the AGENCY up to the effective date of this assignment or to the extent of CONSULTANT'S failure to perform under the Agreement hereafter, it being understood that this assignment will not be deemed to effect a novation. This Assignment Agreement will not release AGENCY from liabilities incurred prior to the effective date of this assignment.

10. The DEPARTMENT has established State of Florida Department of Transportation Contract Number \_\_\_\_\_ for continuation of the services required for this project. All sums which become payable by DEPARTMENT for services rendered on and after the date of this Assignment Agreement will be made to CONSULTANT, as between DEPARTMENT and CONSULTANT. CONSULTANT and DEPARTMENT hereby agree that, when the DEPARTMENT will have made payments pursuant to the Agreement, regardless of whether such payments have heretofore been made by AGENCY or hereafter by DEPARTMENT, which in the aggregate are equal to the total sums payable under the Agreement, such payment will constitute satisfaction in full of AGENCY'S and DEPARTMENT'S obligation to pay the sums which it is obligated to pay pursuant to the Agreement. The balance available under said contract for the remaining services is equal to \$379,097.00.

11. CONSULTANT specifically acknowledges and agrees that no time extension or requests for additional compensation or supplemental agreements will be granted due to this assignment or the duplication of any services provided by CONSULTANT to DEPARTMENT, it being understood that DEPARTMENT will stand in the place of AGENCY as though no assignment has occurred.

12. AGENCY and CONSULTANT hereby represent, and DEPARTMENT hereby accepts, that there are no claims or demands against DEPARTMENT arising out of or related to the performance under the Agreement prior to the effective date hereof. DEPARTMENT will not be responsible for contractual compensation for services or claims which occurred prior to this assignment. DEPARTMENT is hereby released from such liability under this Agreement.

13. The CONSULTANT shall:

Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by CONSULTANT during the term of the Agreement; and

Expressly require any subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify

system to verify the employment eligibility of all new employees hired by the subcontractor during the term of the Agreement.

**IN WITNESS WHEREOF**, the parties have executed this Agreement by their duly authorized officers on the day, month and year set forth above.

**ASSIGNOR:**

BOARD OF COUNTY COMMISSIONERS  
ESCAMBLA COUNTY, FLORIDA

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

Date: \_\_\_\_\_

Attest: Pam Childers  
Clerk of the Circuit Court

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

Approved as to form and legal sufficiency:

By: K. M. [Signature]  
Title: NCH

**ASSIGNEE:**

STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION

By: \_\_\_\_\_  
James T. Barfield, P.E.,  
District Three Secretary

Date: \_\_\_\_\_

Attest: \_\_\_\_\_  
Executive Secretary (Seal)

Legal Review:

\_\_\_\_\_  
Office of the General Counsel

**CONSULTANT:**

\_\_\_\_\_  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

Date: \_\_\_\_\_

Attest: \_\_\_\_\_  
Secretary/Assistant Secretary

RESOLUTION NUMBER R2015-\_\_\_\_\_

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, SUPPORTING THE TRANSFER OF THE SR 173 (BLUE ANGEL PARKWAY) PROJECT #421012-1-38-01 FROM ESCAMBIA COUNTY TO THE FLORIDA DEPARTMENT OF TRANSPORTATION; AUTHORIZING THE CHAIRMAN TO SIGN THE AMENDMENT TO TRANSPORTATION REGIONAL INCENTIVE PROGRAM AGREEMENT BY AND BETWEEN STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION AND ESCAMBIA COUNTY, THE LOCALLY FUNDED AGREEMENT BETWEEN THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION AND ESCAMBIA COUNTY, AND THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION ASSIGNMENT AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE

**WHEREAS**, Escambia County and the Florida Department of Transportation (FDOT) have determined that it is in the best interest of all concerned to transfer all duties associated with SR 173 (Blue Angel Parkway) from SR 292 (Sorrento Road) to SR 30 (US 98), FPID 421012-1-38-01, (hereinafter referred to as the "Project") from Escambia County to the Florida Department of Transportation; and

**WHEREAS**, Escambia County will, within fourteen days of execution of this Agreement, furnish the FDOT an advance deposit in the amount of \$379,097.00 for full payment of the County's 50% share of the estimated Project cost; and

**WHEREAS**, the completion of the proposed Project will provide mutual benefits to Escambia County and the FDOT.

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

**SECTION 1.** That the Board of County Commissioners finds the above recitals to be true and correct and incorporates them herein by reference.

**SECTION 2.** That the Board of County Commissioners hereby supports the proposed transfer of the SR 173 (Blue Angel Parkway) Project from Escambia County to Florida Department of Transportation.

**SECTION 3.** That the Board authorizes the Chairman to sign the Amendment to the Transportation Regional Incentive Program Agreement by and between the State of Florida Department of Transportation and Escambia County, the Locally Funded Agreement between the State of Florida Department of Transportation and Escambia County, and the State of Florida Department of Transportation Assignment Agreement.

**SECTION 4.** That this Resolution shall take effect immediately upon adoption by the Board of County Commissioners.



ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_ 2015.

BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

By: \_\_\_\_\_  
Steven Barry, Chairman

ATTEST: Pam Childers  
Clerk of the Circuit Court

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

Approved as to form and legal  
sufficiency.

By/Title: Edna OACA  
Date: 4/9/15



## *Florida Department of Transportation*

**RICK SCOTT**  
GOVERNOR

1074 Hwy 90  
Chipley, Florida 32428

**JIM BOXOLD**  
SECRETARY

December 4, 2015

Mr. Colby Brown, P.E.  
Traffic and Transportation Division  
Escambia County Public Works Department  
3363 West Park Place  
Pensacola, Florida 32505

**RECEIVED**  
DEC 17 2015

BY: \_\_\_\_\_

**Subject: 421012-1-38-01 State Road (S.R.) 173 (Blue Angel Parkway) from  
S.R. 292 (Sorrento Road) to S.R. 30 (US 98), Escambia County**

Dear Mr. Brown:

As the Florida Department of Transportation continues to pursue the development of design plans for the Blue Angel Parkway capacity project, we have determined a need for additional funding from Escambia County. The project consists of widening Blue Angel Parkway to a four-lane facility within the project limits specified above.

In February of 2007, the Department entered into a Transportation Regional Incentive Program (TRIP) Agreement with Escambia County stating that the Department would provide financial assistance to Escambia County for the design phase of the project referenced above. According to the April 2015 agreement between Escambia County and the Department, both parties mutually agreed for the Department to assume the management of the Blue Angel Parkway capacity project. Currently, the Department is working to enter into a contract with HDR Engineering, Inc. for professional services to complete the design phase. Since this project was established under TRIP funding, Escambia County will be responsible for 50% of the design funding necessary to complete the plans and contract documents. To date the Department has received \$379,097 from Escambia County for the design of this project. In order to satisfy the 50% match requirement of local funding, Escambia County needs to contribute an additional \$213,614.

If the County would like to proceed, please confirm in writing the intent to deposit funds with the Department. Once we have received written notice, staff will initiate the drafting of an amendment to the existing Local Funded Agreement.



***Florida Department of Transportation***

**RICK SCOTT  
GOVERNOR**

1074 Hwy 90  
Chipley, Florida 32428

**JIM BOXOLD  
SECRETARY**

If you have any questions regarding this request you may contact me at (850) 330-1203 or via email at [jason.peters@dot.state.fl.us](mailto:jason.peters@dot.state.fl.us).

Sincerely,

A handwritten signature in blue ink, appearing to read "Jason D. Peters".

Jason D. Peters, P.E.  
Director of Transportation Development

**SEE PAGE REFERENCES BELOW FOR DOCUMENTS RECEIVED AT A LATER DATE.**


**THE FOLLOWING WAS NOT PROVIDED TO THE CLERK'S OFFICE:**

- A. JOINT PARTICIPATION AGREEMENT (JPA) WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION; AND (See pages 26-45.)**
- B. AUTHORIZING RESOLUTION. (See page 23.)**



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

**DEPARTMENT:** Engineering

**FROM:** Richard Duane, P.E., County Engineer 

**DATE:** January 11, 2007

**ISSUE:** Joint Participation Agreement Between the State of Florida Department of Transportation and Escambia County for Roadway Improvements- Blue Angel Parkway

**RECOMMENDATION:** That the Board take the following action concerning the joint participation agreement (JPA) between the State of Florida Department of Transportation and Escambia County for the design of roadway improvements on Blue Angel Parkway (SR173) from Sorrento Road (SR292) to US 98 (SR30):

- A. Approve the State of Florida Department of Transportation, Transportation Regional Incentive Program Agreement, CSFA No. 55.026, Financial Project No.: 421012-1, Escambia County, for the design of roadway improvements on Blue Angel Parkway (SR173) from Sorrento Road (SR292) to US 98 (SR30);
- B. Adopt a Resolution authorizing the Chairman to sign the joint participation agreement between the Florida Department of Transportation and Escambia County; and
- C. Authorize the Chairman to sign the Agreement and the Resolution.

[Funding Source: To be determined.]

**BACKGROUND:** The JPA, developed by the Florida Department of Transportation (FDOT), specifies that a Resolution be adopted authorizing the Chairman to sign the agreement. This JPA is in response to the application for Transportation Regional Incentive Program funds, approved by the Board on April 6, 2006.

The FDOT and Escambia County have identified the need for roadway improvements on Blue Angel Parkway (SR173) from Sorrento Road (SR292) to US 98 (SR30). Escambia County and FDOT agree to share the cost for design of the project. Escambia County agrees to provide one-half of the design cost and the FDOT agrees to provide the other one-half. The estimated total cost, as set forth in the FDOT adopted work program for this project is \$2,000,000. The County will only be reimbursed for direct costs (excluding general and administrative overhead).

The County will be required to provide design plans to the FDOT for review and coordination prior to proceeding with construction. In addition, the County will be responsible for all services necessary to complete the project, including permits. The Agreement between the County and the FDOT requires the design be completed within twelve months of the date the Agreement.

BCC

RE: Joint Participation Agreement between the Florida Department of Transportation and  
Escambia County for Roadway Improvements-Blue Angel Parkway

Date: January 11, 2007

Page 2 of 2

**BUDGETARY IMPACT:** The estimated County share for one-half (1/2) the PROJECT is \$1,000,000 (one million dollars). The estimated DEPARTMENT share for one-half (1/2) the PROJECT is \$1,000,000 (one million dollars) which is the maximum participation by the DEPARTMENT. The parties further agree all remaining costs of the project will be borne by the COUNTY. The funding source is to be determined.

**LEGAL CONSIDERATIONS/SIGN-OFF:** Fred Wagner, Assistant County Attorney, reviewed and approved the Agreement on December 8, 2006 and the Resolution on January 24, 2007, as to form and legal sufficiency.

**PERSONNEL:** County staff will provide project management and contract administration for the design of this project.

**POLICY/REQUIREMENT FOR BOARD ACTION/DISCUSSION:** N/A

**IMPLEMENTATION REQUIREMENTS:** N/A

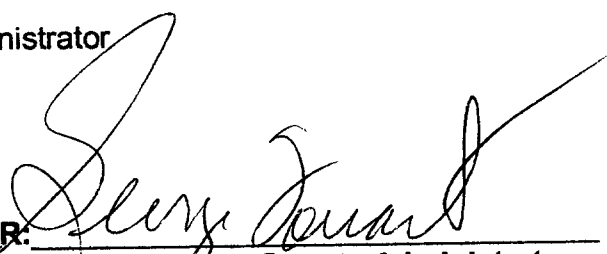
**COORDINATION WITH OTHER AGENCIES/PERSONS:** The FDOT initiated this JPA as a result of the County's Transportation Regional Incentive Program application. Upon the Board's approval, the Chairman will need to sign four copies of the Agreement and one copy of the Resolution. The Clerk's Office will need to certify three copies of the Resolution for the FDOT and retain the original for the official record. Traffic Division staff will then forward the four signed copies of the Agreement and three certified copies of the Resolution to the FDOT for final signatures and their file. The Traffic Division will be responsible for sending a fully executed original of the Agreement to the Clerk's Office for file.

RD:DKM:gs:dfi

Attachments

c: Robert R. McLaughlin, Assistant County Administrator  
Janet Lander, County Attorney

CONCUR:

  
George Touart, County Administrator

RESOLUTION 2007-\_\_\_\_\_

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, SUPPORTING A JOINT PARTICIPATION AGREEMENT BETWEEN THE FLORIDA DEPARTMENT OF TRANSPORTATION AND ESCAMBIA COUNTY FOR THE DESIGN OF ROADWAY IMPROVEMENTS ON BLUE ANGEL PARKWAY FROM SORRENTO ROAD TO US 98; AUTHORIZING THE CHAIRMAN TO SIGN THE AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Florida Department of Transportation (hereinafter referred to as "Department") and Escambia County, Florida (hereinafter referred to as "County"), have evaluated the need for the design of roadway improvements on Blue Angel Parkway from Sorrento Road to US 98; and

WHEREAS, said improvements will increase the safety and reduce congestion for the motoring public traversing these roads; and

WHEREAS, the proposed improvements to these roads provide mutual benefits to the Department and the County.

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

**SECTION 1.** The Board of County Commissioners of Escambia County, Florida (the "Board"), hereby supports the proposed design improvements on Blue Angel Parkway from Sorrento Road to US 98.

**SECTION 2.** The Board hereby instructs its staff to coordinate and cooperate with the Department in developing, managing and inspecting this project.

**SECTION 3.** The Board hereby authorizes the Chairman to sign the Joint Participation Agreement between the Department and the County.

**SECTION 4.** This Resolution shall take effect immediately upon adoption by the Board of County Commissioners.

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_ 2007.

BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

By: \_\_\_\_\_  
Kevin W. White, Chairman

ATTEST: ERNIE LEE MAGAHA  
Clerk of the Circuit Court

By: \_\_\_\_\_  
Deputy Clerk  
(SEAL)

This document approved as to form  
and legal sufficiency

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: 1-24-07



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**TRANSPORTATION REGIONAL INCENTIVE PROGRAM AGREEMENT**

This is an Agreement by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT," and ESCAMBIA COUNTY ENGINEERING DEPARTMENT, hereinafter referred to as the "COUNTY."

**WITNESSETH**

1. WHEREAS, the DEPARTMENT has the authority, under Fla. Stat. §334.044, to enter into this Agreement; and
2. WHEREAS, the Transportation Regional Incentive Program was created by Fla. Stat. §339.2819 to provide funds to improve regionally significant transportation facilities in "regional transportation areas" pursuant to Fla. Stat. §339.155 (5); and
3. WHEREAS, the COUNTY has certified to the DEPARTMENT that it has met the eligibility requirements of Fla. Stat. §339.2819; and
4. WHEREAS, the NORTHWEST FLORIDA REGIONAL TRANSPORTATION PLANNING ORGANIZATION, acting as a designated regional partnership under Fla. Stat. §339.155 (5)(c) and formed by an interlocal agreement, designated State Road 173 (Blue Angel Parkway) used as a regional facility by resolution, a copy of which is incorporated into this agreement and attached.
5. WHEREAS, the DEPARTMENT is willing to provide the Escambia COUNTY with financial assistance under Financial Project No. 421012-1 hereinafter referred to as the "PROJECT," in accordance with Fla. Stat. §339.2819; and
6. WHEREAS, the COUNTY by Resolution No. **2006-87** dated the **10th** day of **April, 2006**, a copy of which is attached hereto and made a part hereof, has authorized the Chairman of its Board of Commissioners or designee to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations contained herein, the parties agree as follows:

**1. SERVICES AND PERFORMANCE**

A) The PROJECT consists of a Design Phase for SR 173 Blue Angel Parkway, from SR 292 Sorrento Rd to SR 30 (US 98).

B) The COUNTY agrees to undertake the PROJECT in accordance with all applicable, federal, state and local statutes, rules and regulations, and standards. The COUNTY shall be responsible for obtaining clearances/permits required for the construction of the PROJECT from the appropriate permitting authorities. Upon completion of the PROJECT, the COUNTY shall certify to the DEPARTMENT that the PROJECT has been completed in accordance with the applicable standards, statutes, rules and regulations in writing.

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- C) The DEPARTMENT will be entitled at all times to be advised, at its request, as to the status of work being done by the COUNTY and of the details thereof. Coordination shall be maintained by the COUNTY with representatives of the DEPARTMENT. The COUNTY shall provide the DEPARTMENT with quarterly progress reports.
- D) The COUNTY shall not sublet, assign or transfer any work under this Agreement without prior written consent of the DEPARTMENT.
- E) All notices under this Agreement shall be directed to the following addresses:

**TO DEPARTMENT:**

Florida Department of Transportation  
 Milton Operations Center  
 6025 Old Bagdad Hwy  
 Milton, FL 32583  
 Attn: Jim DeVries

**TO COUNTY:**

Escambia Co Engineering Dept  
 1190 West Leonard Street  
 Pensacola FL 32513  
 Attn: Larry Newsom

**2. TERM**

- A) The COUNTY shall perform the PROJECT activities in accordance with the following schedule:

- (1) Design to be completed on or before \_\_\_\_\_.
- (2) Construction contract to be let on or before N/A.
- (3) Construction to be completed on or before N/A.

- B) This Agreement shall not be renewed. Any extension shall be in writing and executed by both parties, and shall be subject to the same terms and conditions set forth in this Agreement and contingent upon the DEPARTMENT'S District Secretary's or Designee's Approval.

**3. COMPENSATION AND PAYMENT**

- A) The COUNTY and the DEPARTMENT agree to share the cost of this project (421012-1). The COUNTY agrees to provide one-half (1/2) of the match for PROJECT expenditures and the DEPARTMENT agrees to provide the other one-half (1/2) pursuant to Fla. Stat. §339.2819.
- B) The estimated total cost as set forth in the DEPARTMENT'S adopted work program for this PROJECT is \$ 2,000,000 (two million dollars). The estimated COUNTY share for one-half (1/2) the PROJECT is \$1,000,000 (one million dollars). The estimated DEPARTMENT share for one-half (1/2) the PROJECT is \$1,000,000 (one million dollars) which is the maximum participation by the DEPARTMENT. The parties further agree all remaining costs of the PROJECT will be borne by the COUNTY.
  - i) In the event the COUNTY proceeds with the Design Phase of the PROJECT with its

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own forces, the COUNTY will only be reimbursed for direct costs (this excludes general and administrative overhead).

ii) All costs charged to the PROJECT shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of the charges.

- C) Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the DEPARTMENT'S under Section 334.044 (29), Florida Statutes.
- D) If this Agreement involves units of deliverables, then such units must be received and accepted in writing by the Contract Manager prior to payments.
- E) The DEPARTMENT'S obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.
- F) Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit.
- G) Travel costs will not be reimbursed.
- H) The COUNTY shall submit one invoice (3 copies), plus supporting documentation required by the DEPARTMENT. Payment shall be made to the COUNTY upon completion of all services, as approved by the DEPARTMENT.
- I) A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for contractors/vendors who may be experiencing problems in obtaining timely payments(s) from a state and/or COUNTY. The Vendor Ombudsman may be contacted at (850) 410-9724 or by calling the Department of Financial Services Hotline, 1-800-848-3792.
- J) Records of costs incurred under terms of this Agreement shall be maintained and made available upon request to the DEPARTMENT at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the DEPARTMENT upon request. Records of costs incurred includes the COUNTY's general accounting records and the project records, together with supporting documents and records of the COUNTY and all subcontractors performing work on the project, and all other records of the COUNTY and subcontractors considered necessary by the DEPARTMENT for a proper audit of costs.
- K) The DEPARTMENT, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The DEPARTMENT shall require a statement from the Comptroller of the DEPARTMENT that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained

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shall prevent the making of contracts for periods exceeding one year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the State of Florida's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature.

#### 4. ROADWAY LEVEL OF SERVICE

- A) Fla. Stat. §163.3180 requires that facilities funded through the Transportation Regional Incentive Program adopt the level of service standards established by the DEPARTMENT for the PROJECT limits.
- B) The logical termini for the PROJECT are Project Design for SR 173 Blue Angel Parkway from SR 292 Sorrento Road to SR 30 (US 98).
- C) The COUNTY agrees to use the DEPARTMENT'S adopted level of service throughout the Project Development and Environmental (PD&E) study. The level of service designated by the DEPARTMENT for the facility in this PROJECT is LOS D, as determined by the Statewide Minimum Level of Service Standards Table located in the Florida Administrative Code.
- D) The COUNTY agrees that once the additional capacity from the PROJECT is available for purposes of concurrency under Fla. Stat. §163.3180, it will officially adopt the DEPARTMENT'S level of service for the segment of SR 173 Blue Angel Parkway between the logical termini specified in (B), above.

#### 5. IN-KIND SERVICES AND RIGHT OF WAY DONATIONS (if applicable)

- A) In-kind services are goods, commodities, or services received in lieu of cash payments. Goods and commodities should be valued based on their current market value.
- B) Property donated by local governments for right of way as the local share for a qualified project, must comply with the requirements of the federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, 42 U.S.C. 4601, et sec., and implementing federal regulations, 49 CFR Part 24 and 23 CFR Part 710, if federal funds will be used in any phase of the project. Other requirements for the acquisition of rights of way should be determined in accordance with guidelines established by the Office of Right of Way.
- C) The DEPARTMENT has established specific right of way acquisition guidelines for the Transportation Regional Incentive Program. These guidelines can be found at <http://www.dot.state.fl.us/planning/TRIP/RW-contributions.pdf> and are incorporated into this Agreement as Attachment 1.
- D) The excess of an in-kind match valued in excess of the required match will not generally be applied towards another project. On a case by case basis, an exception may be made for project segments in a regional corridor that are part of an implementation plan for that corridor.

#### 6. INDEMNITY AND INSURANCE

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A) INDEMNITY

- i) To the extent allowed by law, the COUNTY shall indemnify, defend, and hold harmless the DEPARTMENT and all of its officers, agents, and employees from any claim, loss, damages, cost, charge, or expense arising out of any act, error, omission, or negligent act by the COUNTY, its agents, or employees, during the performance of the Agreement, except that neither the COUNTY, its agents, or its employees will be liable under this paragraph for any claim, loss, damages, cost, charge, or expense arising out of any act, error, omission, or negligent act by the DEPARTMENT, or any of its officers, agents, or employees, during the performance of the Agreement. These terms shall not be construed to waive any statutory or constitutional sovereign immunity rights provided to the parties.
- ii) When either party receives notice of claim for damages that may have been caused by the other party in the performance of services required under this Agreement, that party will immediately forward the claim to the other party. Each party will evaluate the claim, and report its findings to each other within fourteen (14) working days and jointly discuss options in defending the claim. A party's failure to promptly notify the other of a claim will not act as a waiver or any right herein.
- iii) The COUNTY agrees to include the following indemnification in all contracts with contractors/subcontractors, consultants/subconsultants, who perform work in connection with this Agreement:

"The contractor/consultant shall indemnify, defend, save, and hold harmless the DEPARTMENT and all of its officers, agents or employees from all suits, actions, claims, demands, liability of any nature whatsoever arising out of, because of, or due to any negligent act or occurrence of omission or commission of the contractor, its officers, agents, or employees. Neither the contractor/consultant, nor any of its officers, agents, or employees will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the DEPARTMENT or any of its officers, agents, or employees."

B) LIABILITY INSURANCE.

- i) The COUNTY shall carry and keep in force during the period of this Agreement a general liability policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least \$100,000 per person and \$300,000 each occurrence, and property damage insurance of at least \$50,000 each occurrence, for the services to be rendered in accordance with this Agreement. However, in the event the COUNTY maintains a self-insurance fund to cover such liability, the COUNTY agrees to maintain sufficient reserves in the fund to pay the above-described liability limits. In addition to any other forms of insurance or bonds required under the terms of this Agreement, the COUNTY must comply or cause its contractor to comply with §7-13 of the DEPARTMENT'S Standard Specifications for Road and Bridge Construction (2000), as amended.

C) WORKERS' COMPENSATION.

- i) The COUNTY shall also carry and keep in force Workers' Compensation insurance as required for the State of Florida under the Workers' Compensation Law.

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**7. COMPLIANCE WITH LAWS**

- A) The COUNTY shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by the COUNTY in conjunction with this Agreement. Failure by the COUNTY to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the DEPARTMENT.
- B) The COUNTY shall comply with all federal, state, and local laws and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.
- C) No funds received pursuant to this Agreement may be expended for lobbying the Legislature, the judicial branch, or a state agency.
- D) The COUNTY and the DEPARTMENT agree that the COUNTY, its employees, and subcontractors are not agents of the DEPARTMENT as a result of this Agreement for purposes other than those set out in §337.274, Florida Statutes.

**7. AUDITS**

- A) The administration of resources awarded by the Department to the LOCAL GOVERNMENT may be subject to audits and/or monitoring by the Department, as described in this section.

**B) MONITORING**

- i) 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 fully with any monitoring procedures/processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department staff to the LOCAL GOVERNMENT regarding such audit. The LOCAL GOVERNMENT further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the DEPARTMENT's Office of the Inspector General, the Chief Financial Officer (CFO) or Auditor General.

**C) AUDITS**

**i) PART I: FEDERALLY FUNDED**

- (1) Recipients of federal funds (i.e. state, local government, or non-profit organizations as defined in OMB Circular A-133, as revised) are to have audits done annually using the following criteria:

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(2) In the event that the recipient expends \$500,000 for fiscal years ending after December 31, 2003 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 1 to this agreement indicates Federal resources awarded through the Department by this agreement, if applicable. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions OMB Circular A-133, as revised, will meet the requirements of this part.

(3) In connection with the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

(4) If the recipient expends less than \$500,000 for fiscal years ending after December 31, 2003 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 for fiscal years ending after December 31, 2003 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).

(5) Federal awards are to be identified using the Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, and name of the awarding federal agency.

ii) PART II: STATE FUNDED

(1) Recipients of state funds (i.e. a nonstate entity as defined by Section 215.97(2) (1), Florida Statutes) are to have audits done annually using the following criteria:

(2) In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 for fiscal years ending on September 30, 2004, and thereafter 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 the CFO; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this agreement indicates state financial assistance awarded through the Department by this agreement, if applicable. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other 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.



- (3) 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)(d), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
- (4) If the recipient expends less than \$500,000 in state financial assistance in its fiscal year ending on September 30, 2004, and thereafter, 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 nonstate 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).
- (5) State awards are to be identified using the Catalog of State Financial Assistance (CSFA) title and number, award number and year, and name of the state agency awarding it.

iii) PART III: OTHER AUDIT REQUIREMENTS

- (1) The recipient shall follow up and take corrective action on audit findings. Preparation of a summary schedule of prior year audit findings, including corrective action and current status of the audit findings is required. Current year audit findings require corrective action and status of findings.
- (2) Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is completed or the dispute is resolved. Access to project records and audit work papers shall be given to the FDOT, the Comptroller, and the Auditor General. This section does not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any other state official.

iv) PART IV: REPORT SUBMISSION

- (1) Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following:

Florida Department of Transportation  
Hwy 90 East  
Chipley, FL 32428  
Attn: TRIP Coordinator

- (2) The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised

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(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 10<sup>th</sup> Street  
Jeffersonville, IN 47132

- (3) Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.
- (4) In the event that a copy of the reporting package for an audit required by PART I of this agreement and conducted in accordance with OMB Circular A-133, as revised, is not required to be submitted to the Department for reasons pursuant to section .320 (e)(2), OMB Circular A-133, as revised, the recipient shall submit the required written notification pursuant to Section .320 (e)(2) and a copy of the recipient's audited schedule of expenditures of Federal awards directly to the following:

Federal Audit Clearinghouse  
Bureau of the Census  
1201 East 10<sup>th</sup> Street  
Jeffersonville, IN 47132

- (5) In addition, pursuant to Section .320 (f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320 (c), OMB Circular A-133, as revised, and any management letters issued by the auditor, to the Department at the following address:

Florida Department of Transportation  
Hwy 90 East  
Chipley, FL 32428  
Attn: TRIP Coordinator

- (6) Copies of financial reporting packages required by PART II of this agreement shall be submitted by or on behalf of the recipient directly to the following:

Florida Department of Transportation  
Hwy 90 east  
Chipley, FL 32428  
Attn: TRIP Coordinator

- (7) The Auditor General's Office at the following address:

Auditor General's Office  
Room 401, Pepper Building  
111 West Madison Street  
Tallahassee, Florida 32399-1450

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- (8) Copies of reports or the management letter required by PART III of this agreement shall be submitted by or on behalf of the recipient directly to the Department at the following address:

Florida Department of Transportation  
Hwy 90 East  
Chipley, FL 32428  
Attn: TRIP Coordinator

- (9) Any reports, management letter, or other information required to be submitted to the Department pursuant to this agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
- (10) Recipients, when submitting financial reporting packages to the Department 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.

#### V) PART V: RECORD RETENTION

- (1) The recipient shall retain sufficient records demonstrating its compliance with the terms of this agreement for a period of at least five years from the date the audit report is issued, and shall allow the Department, or its designee, the state CFO or Auditor General access to such records upon request. The recipient shall ensure that the independent audit working papers are made available to the Department, or its designee, the state CFO, or Auditor General upon request for a period of at least five years from the date the audit report is issued, unless extended in writing by the Department.

#### 8. **TERMINATION AND DEFAULT**

- A) This Agreement may be canceled by either the COUNTY or the DEPARTMENT upon sixty (60) days written notice.
- B) If the DEPARTMENT determines that the performance of the COUNTY is not satisfactory, the DEPARTMENT shall have the option of (a) immediately terminating the Agreement, or (b) notifying the COUNTY of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Agreement will be terminated at the end of such time, or (c) taking whatever action is deemed appropriate by the DEPARTMENT.
- C) If the DEPARTMENT requires termination of the Agreement for reasons other than unsatisfactory performance of the COUNTY, the DEPARTMENT shall notify the COUNTY of such termination, with instructions as to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.
- D) If the Agreement is terminated before performance is completed, the COUNTY shall be

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paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress will become the property of the DEPARTMENT and will be turned over promptly by the COUNTY.

## 9. MISCELLANEOUS

- A) All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.
- B) The DEPARTMENT shall not be obligated or liable hereunder to any party other than the COUNTY.
- C) In no event shall the making by the DEPARTMENT of any payment to the COUNTY constitute or be construed as a waiver by the DEPARTMENT of any breach of covenant or any default which may then exist, on the part of the COUNTY, and the making of such payment by the DEPARTMENT while any such breach or default exists shall in no way impair or prejudice any right or remedy available to the DEPARTMENT with respect to such breach or default.
- D) This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein. The parties agree that all commitments, agreements, or understandings concerning the subject matter of this Agreement are contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written. It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed by the COUNTY and the DEPARTMENT.
- E) If any part of this Agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction or by any other legally constituted body having the jurisdiction to make such determination, the remainder of this Agreement shall remain in full force and effect provided that the part of this Agreement thus invalidated or declared unenforceable is not material to the intended operation of this Agreement.
- F) This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue of any judicial proceedings arising out of this Agreement shall be in Leon County, Florida.
- G) This Agreement shall be effective upon execution by both parties and shall continue in effect and be binding on the parties until the PROJECT is completed and accepted and payment made by the DEPARTMENT or terminated in accordance with §08.  
**TERMINATION AND DEFAULT.**
- H) An entity or affiliate which has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity,

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may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

- I) A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

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IN WITNESS WHEREOF, the COUNTY has caused this Agreement to be executed in its behalf, by the Chairman/Councilman of ESCAMBIA COUNTY ENGINEERING DEPARTMENT or its designee, as authorized by **Resolution Number 2006-87**, and the FLORIDA DEPARTMENT OF TRANSPORTATION has caused this Agreement to be executed in its behalf through its District Secretary or authorized designee:

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**ESCAMBIA COUNTY, FLORIDA**

ATTEST

CLERK

(Seal)

TITLE

Date

Print Name

Date

**STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**

ATTEST

EXECUTIVE SECRETARY

(Seal)

By:

DISTRICT THREE SECRETARY

Print Name

Date

Print Name

Date

Board of County Commissioners  
Escambia County, Florida

Fla. Dept. of Trans. Legal Review:

Kevin W. White, Chairman

By:

ATTEST: Ernie Lee Magaha  
Clerk of the Court

Date

Deputy Clerk

Availability of Funds Approval:

Date

This document approved as to form  
and legal sufficiency

By

Title

Date

## EXHIBIT - 1

### FEDERAL RESOURCES (if applicable; otherwise delete)

Federal Agency:  
Catalog of Federal Domestic Assistance: (Number & Title)  
Amount:

### Compliance Requirements

- 1.
- 2.
- 3.

### STATE RESOURCES

Agency: Florida Department of Transportation  
Catalog of State Financial Assistance: Transportation Regional Incentive Program (55.026)  
Amount: 1,000,000

### Compliance Requirements

1. The project must be regionally significant and derived from a regional transportation plan.
2. The regional transportation plan must be created by a regional transportation area created pursuant to Section 339.155(5) Florida Statutes.
3. The project must meet the minimum eligibility criteria listed in Section 339.2819 Florida Statutes.
4. Funds will only be provided for capital expenses. Operations are not covered through TRIP.
5. For roadway projects, the Florida Department of Transportation's level of service must be adopted for the logical termini specified in the Joint Participation Agreement once the additional capacity from the project is available for purposes of concurrency under Fla. Stat. §163.3180.

NOTE: Section .400(d) of OMB Circular A-133, as revised, and Section 215.97(5)(a), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the recipient.



PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA – Continued

1-26. Approval of Various Consent Agenda Items – Continued

17. Taking the following action regarding Michigan Avenue Pedestrian Sidewalks:

2050

- A. Approving submittal of an Application for Transportation Enhancement Program (*funds*) for pedestrian sidewalks on Michigan Avenue (State Road 296), from "W" Street to Mobile Highway; and
- B. Adopting a Resolution in support of an application for transportation enhancement funding for pedestrian sidewalks on Michigan Avenue.

18. Authorizing the County Administrator to proceed with the following action concerning the Transportation Regional Incentive Program (TRIP) for Engineering Design Services, for two segments of the 292 Corridor, for the Blue Angel Parkway Corridor, and for the Pinestead and Longleaf Drive (Pinestead-Longleaf) Corridor (Funding Source: Funds to be determined, State [FDOT] Transportation Regional Incentive Program):

2050

- A. Submitting a request for TRIP Funds to the Florida Department of Transportation (FDOT) to request funding assistance for Engineering Services to design a four-lane roadway on the 292 Corridor between the Alabama State Line and the south end of Theo Baars Bridge;
- B. Submitting a request for TRIP Funds to the FDOT to request funding assistance for Engineering Services to design a four-lane roadway on the 292 Corridor between the south end of Theo Baars Bridge and Blue Angel Parkway;
- C. Submitting a request for TRIP Funds to the FDOT to request funding assistance for Engineering Services to design a four-lane roadway on Blue Angel Parkway between Sorrento Road and U. S. Highway 98; and
- D. Submitting a request for TRIP Funds to the FDOT to request funding assistance for Engineering Services to design a four-lane roadway on the Pinestead-Longleaf corridor between U. S. Highway 29 and Pine Forest Road.

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RESOLUTION 2006-87

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, SUPPORTING A JOINT PARTICIPATION AGREEMENT FROM THE FLORIDA DEPARTMENT OF TRANSPORTATION TO CONDUCT A PROJECT DEVELOPMENT AND ENVIRONMENTAL (PD&E) STUDY ON STATE ROAD (SR) 173 (BLUE ANGEL PARKWAY) FROM SR 292 (SORRENTO ROAD) TO SR 30 (U.S. HIGHWAY 98); AUTHORIZING THE CHAIRMAN TO SIGN THE AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the roadway corridor known as State Road (SR) 173 (Blue Angel Parkway) between SR 292 (Sorrento Road) and SR 30 (U. S. Highway 98) was approved in the Florida-Alabama Transportation Planning Organization Project Priorities FY 2005/2006 – 2009/2010, as a Major Project Priority for roadway widening; and

WHEREAS, SR 173 (Blue Angel Parkway), from SR 292 (Sorrento Road) to SR 30 (U.S. Highway 98) is this roadway corridor; and

WHEREAS, on September 1, 2005, the Board of County Commissioners, of Escambia County, Florida (hereinafter referred to as the "Board"), approved support of funding, from the Florida Department of Transportation's (hereinafter referred to as "Department"), Transportation Regional Incentive Program (TRIP), for a Project Development & Environmental study (hereinafter referred to as "Project"); and

WHEREAS, the Project is the first step in transportation planning and analysis for reducing capacity limits of the existing Level of Service Standards, and money lost due traffic congestion; providing a high-speed hurricane evacuation route for the southwest sector of Escambia County and southeast Alabama; and inter-connecting multi-lane corridors to other major roadways; and

WHEREAS, Escambia County, Florida (hereinafter referred to as "County"), has met the eligibility requirements by the Department; and

WHEREAS, the Department has agreed to fund, by way of a Joint Participation Agreement (JPA), one-half of the estimated total cost of the Project; and

WHEREAS, the estimated total cost, as set forth in the Department's adopted work program for this Project is \$1,300,000 (One million three hundred thousand dollars); and

WHEREAS, the estimated County share for one-half (1/2) the Project is \$650,000 (Six hundred fifty thousand dollars); and

Date: 4/11/2006 Verified By: O'Hara

WHEREAS, the estimated Department share for one-half (1/2) the Project is \$650,000 (Six hundred fifty thousand dollars), which is the maximum participation by the Department; and

WHEREAS, all remaining costs of the Project will be borne by the County.

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

**SECTION 1.** The Board hereby supports the proposed Project for SR 173 (Blue Angel Parkway) from SR 292 (Sorrento Road) to SR 30 (U. S. Highway 98).

**SECTION 2.** The Board hereby instructs its staff to coordinate and cooperate with the Department in developing, managing and inspecting this project.

**SECTION 3.** The Board hereby authorizes the Chairman to sign the Joint Participation Agreement between the Department and the County.

**SECTION 4.** This Resolution shall take effect upon adoption by the Board of County Commissioners.

ADOPTED this 6<sup>th</sup> day of April 2006.

BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

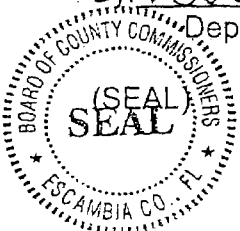
By: [Signature]  
D. M. "Mike" Whitehead, Chairman

ATTEST: ERNIE LEE MAGAHA  
Clerk of the Circuit Court

Date Executed

April 10, 2006

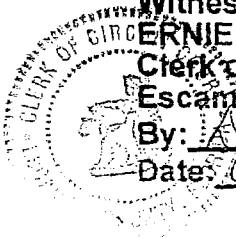
By: [Signature]  
Deputy Clerk



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

ERNIE LEE MAGAHA  
Clerk of the Circuit Court  
Escambia County, Florida

By: [Signature] D.C.  
Date: April 11, 2006



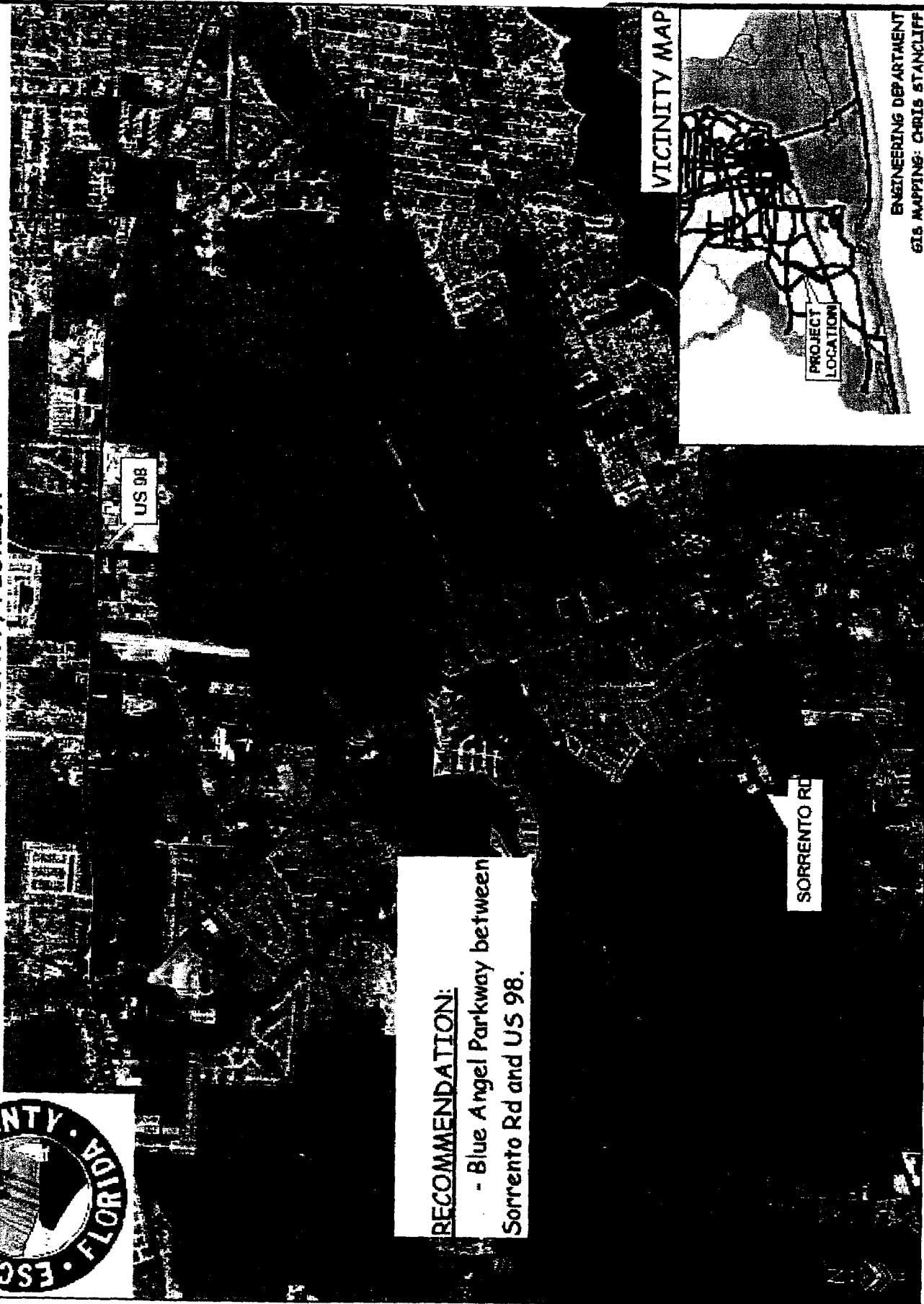
This document approved as to form  
and legal sufficiency

By: [Signature]  
Title: NCA  
Date: 29 March 06

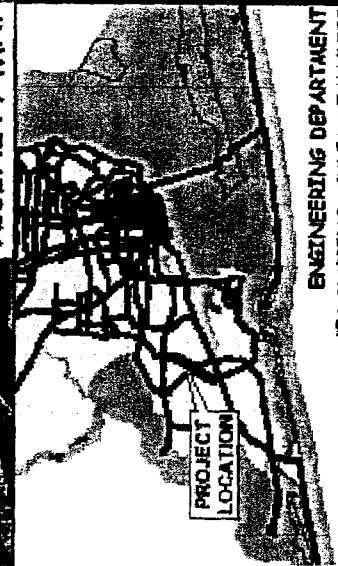
CAR 11-3



BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA



VICINITY MAP



ENGINEERING DEPARTMENT  
GIS MAPPING: CHRIS STANCLIFF

RECOMMENDATION:

- Blue Angel Parkway between  
Sorrento Rd and US 98.

RESOLUTION R2007-20

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, SUPPORTING A JOINT PARTICIPATION AGREEMENT BETWEEN THE FLORIDA DEPARTMENT OF TRANSPORTATION AND ESCAMBIA COUNTY FOR THE DESIGN OF ROADWAY IMPROVEMENTS ON BLUE ANGEL PARKWAY FROM SORRENTO ROAD TO US 98; AUTHORIZING THE CHAIRMAN TO SIGN THE AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, the Florida Department of Transportation (hereinafter referred to as "Department") and Escambia County, Florida (hereinafter referred to as "County"), have evaluated the need for the design of roadway improvements on Blue Angel Parkway from Sorrento Road to US 98; and

**WHEREAS**, said improvements will increase the safety and reduce congestion for the motoring public traversing these roads; and

**WHEREAS**, the proposed improvements to these roads provide mutual benefits to the Department and the County.

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

**SECTION 1.** The Board of County Commissioners of Escambia County, Florida (the "Board"), hereby supports the proposed design improvements on Blue Angel Parkway from Sorrento Road to US 98.

**SECTION 2.** The Board hereby instructs its staff to coordinate and cooperate with the Department in developing, managing and inspecting this project.

**SECTION 3.** The Board hereby authorizes the Chairman to sign the Joint Participation Agreement between the Department and the County.

**SECTION 4.** This Resolution shall take effect immediately upon adoption by the Board of County Commissioners.

ADOPTED this 1<sup>st</sup> day of February 2007.

BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

By: [Signature]  
Kevin W. White, Chairman



ERNIE LEE MAGAHA  
Clerk of the Circuit Court

[Signature]  
Deputy Clerk

Date Executed

2-2-2007

This document approved as to form  
and legal sufficiency

By: [Signature]  
Title: [Signature]  
Date: 1-24-07



**ESCAMBIA COUNTY ADMINISTRATION  
TRANSMITTAL MESSAGE**

Date: 03-05-2007

TO: Doris Harris, Deputy Harris

BCC: 02-01-2007

CAR II-3      **Resolution** Supporting JPA with FDOT for the Design of Roadway  
Improvements on Blue Angel Parkway and **Transportation**  
**Regional Incentive Program Agreement** for Financial Project No.  
421012-1

Please Initial and Date  
Below on Line Provided

slg 3/5/07

Shirley Gafford, Executive Assistant, County Administration

Attached is the Clerk's Original Agreement for filing with the  
Board's Minutes. This office kept a copy.

Also attached is a copy of the Resolution which was attested  
on April 11, 2006.

Thank you.

dch 3/5/07

Doris Harris, Deputy Clerk

2007-03-05 P 2:02  
CLERK OF COUNTY  
ESCAMBIA COUNTY, FLORIDA

**Return This Cover Page & Documents (as applicable) to Shirley Gafford**



## Florida Department of Transportation

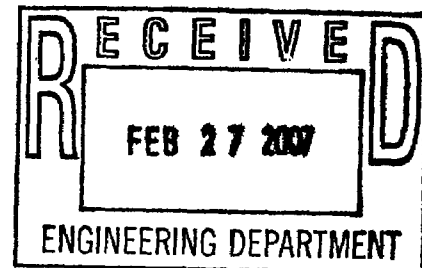
CHARLIE CRIST  
GOVERNOR

605 Suwannee Street  
Tallahassee, FL 32399-0450

STEPHANIE KOPELOUSOS  
INTERIM SECRETARY

February 23, 2007

Mr. Larry Newsom  
Escambia Co Engineering Department  
1190 West Leonard Street  
Pensacola, Florida 32513



Re: Transportation Regional Incentive Program Agreement  
Contract Number: AOM89, CFSA: 55.026  
Project Identifier: 421012-13801  
**Project Description: Design Phase for SR 173 Blue Angel Parkway, from SR 292 Sorrento Rd to SR 30 (US98)**

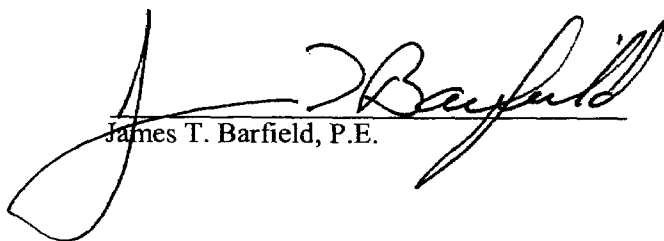
Dear Mr. Newsom:

Enclosed is an executed copy of the TRIP Joint Program Agreement (JPA) between the Department and Northwest Florida Regional Transportation Planning Organization on behalf of Escambia County. This project consists of a Design Phase for SR 173 Blue Angel Parkway.

This letter will also serve as the notice to proceed for this project. The estimated total cost as set forth in the Department's adopted work program for this project is \$2,000,000. The estimated Department share is one-half of the project which is \$1,000,000. Work will begin February 23, 2007 and be completed on or before December 31, 2008.

The Department's TRIP Coordinator for this project is Jason Alderman. If you have any questions, you may contact Mr. Alderman at (850) 415-9566.

Sincerely,

  
James T. Barfield, P.E.



Escambia County  
Clerk's Original

2-1-2007 CAR IL-3.A.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

**TRANSPORTATION REGIONAL INCENTIVE PROGRAM AGREEMENT**

This is an Agreement by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT," and ESCAMBIA COUNTY ENGINEERING DEPARTMENT, hereinafter referred to as the "COUNTY."

**WITNESSETH**

1. WHEREAS, the DEPARTMENT has the authority, under Fla. Stat. §334.044, to enter into this Agreement; and
2. WHEREAS, the Transportation Regional Incentive Program was created by Fla. Stat. §339.2819 to provide funds to improve regionally significant transportation facilities in "regional transportation areas" pursuant to Fla. Stat. §339.155 (5); and
3. WHEREAS, the COUNTY has certified to the DEPARTMENT that it has met the eligibility requirements of Fla. Stat. §339.2819; and
4. WHEREAS, the NORTHWEST FLORIDA REGIONAL TRANSPORTATION PLANNING ORGANIZATION, acting as a designated regional partnership under Fla. Stat §339.155 (5)(c) and formed by an interlocal agreement, designated State Road 173 (Blue Angel Parkway) used as a regional facility by resolution, a copy of which is incorporated into this agreement and attached.
5. WHEREAS, the DEPARTMENT is willing to provide the Escambia COUNTY with financial assistance under Financial Project No. 421012-1 hereinafter referred to as the "PROJECT," in accordance with Fla. Stat. §339.2819; and
6. WHEREAS, the COUNTY by Resolution No. 2006-87 dated the 10th day of April, 2006, a copy of which is attached hereto and made a part hereof, has authorized the Chairman of its Board of Commissioners or designee to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations contained herein, the parties agree as follows:

**1. SERVICES AND PERFORMANCE**

A) The PROJECT consists of a Design Phase for SR 173 Blue Angel Parkway, from SR 292 Sorrento Rd to SR 30 (US 98).

B) The COUNTY agrees to undertake the PROJECT in accordance with all applicable, federal, state and local statutes, rules and regulations, and standards. The COUNTY shall be responsible for obtaining clearances/permits required for the construction of the PROJECT from the appropriate permitting authorities. Upon completion of the PROJECT, the COUNTY shall certify to the DEPARTMENT that the PROJECT has been completed in accordance with the applicable standards, statutes, rules and regulations in writing.

Verified By: P. Cotton

Date: 2-5-2007

Updated 03/29/2006

- C) The DEPARTMENT will be entitled at all times to be advised, at its request, as to the status of work being done by the COUNTY and of the details thereof. Coordination shall be maintained by the COUNTY with representatives of the DEPARTMENT. The COUNTY shall provide the DEPARTMENT with quarterly progress reports.
- D) The COUNTY shall not sublet, assign or transfer any work under this Agreement without prior written consent of the DEPARTMENT.
- E) All notices under this Agreement shall be directed to the following addresses:

**TO DEPARTMENT:**  
**Florida Department of Transportation**  
**Milton Operations Center**  
**6025 Old Bagdad Hwy**  
**Milton, FL 32583**  
**Attn: Jim DeVries**

**TO COUNTY:**  
**Escambia Co Engineering Dept**  
**1190 West Leonard Street**  
**Pensacola FL 32513**  
**Attn: Larry Newsom**

## **2. TERM**

- A) The COUNTY shall perform the PROJECT activities in accordance with the following schedule:
  - (1) Design to be completed on or before \_\_\_\_\_.
  - (2) Construction contract to be let on or before   N/A  .
  - (3) Construction to be completed on or before   N/A  .
- B) This Agreement shall not be renewed. Any extension shall be in writing and executed by both parties, and shall be subject to the same terms and conditions set forth in this Agreement and contingent upon the DEPARTMENT'S District Secretary's or Designee's Approval.

## **3. COMPENSATION AND PAYMENT**

- A) The COUNTY and the DEPARTMENT agree to share the cost of this project (421012-1). The COUNTY agrees to provide one-half (1/2) of the match for PROJECT expenditures and the DEPARTMENT agrees to provide the other one-half (1/2) pursuant to Fla. Stat. §339.2819.
- B) The estimated total cost as set forth in the DEPARTMENT'S adopted work program for this PROJECT is \$   2,000,000   (two million dollars). The estimated COUNTY share for one-half (1/2) the PROJECT is \$1,000,000 (one million dollars). The estimated DEPARTMENT share for one-half (1/2) the PROJECT is \$1,000,000 (one million dollars which is the maximum participation by the DEPARTMENT). The parties further agree all remaining costs of the PROJECT will be borne by the COUNTY.
  - i) In the event the COUNTY proceeds with the Design Phase of the PROJECT with its

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own forces, the COUNTY will only be reimbursed for direct costs (this excludes general and administrative overhead).

ii) All costs charged to the PROJECT shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of the charges.

- C) Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the DEPARTMENT'S under Section 334.044 (29), Florida Statutes.
- D) If this Agreement involves units of deliverables, then such units must be received and accepted in writing by the Contract Manager prior to payments.
- E) The DEPARTMENT'S obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.
- F) Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit.
- G) Travel costs will not be reimbursed.
- H) The COUNTY shall submit one invoice (3 copies), plus supporting documentation required by the DEPARTMENT. Payment shall be made to the COUNTY upon completion of all services, as approved by the DEPARTMENT.
- I) A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for contractors/vendors who may be experiencing problems in obtaining timely payments(s) from a state and/or COUNTY. The Vendor Ombudsman may be contacted at (850) 410-9724 or by calling the Department of Financial Services Hotline, 1-800-848-3792.
- J) Records of costs incurred under terms of this Agreement shall be maintained and made available upon request to the DEPARTMENT at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the DEPARTMENT upon request. Records of costs incurred includes the COUNTY's general accounting records and the project records, together with supporting documents and records of the COUNTY and all subcontractors performing work on the project, and all other records of the COUNTY and subcontractors considered necessary by the DEPARTMENT for a proper audit of costs.
- K) The DEPARTMENT, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The DEPARTMENT shall require a statement from the Comptroller of the DEPARTMENT that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained

Updated 03/29/2006

shall prevent the making of contracts for periods exceeding one year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the State of Florida's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature.

#### **4. ROADWAY LEVEL OF SERVICE**

- A) Fla. Stat. §163.3180 requires that facilities funded through the Transportation Regional Incentive Program adopt the level of service standards established by the DEPARTMENT for the PROJECT limits.
- B) The logical termini for the PROJECT are Project Design for SR 173 Blue Angel Parkway from SR 292 Sorrento Road to SR 30 (US 98).
- C) The COUNTY agrees to use the DEPARTMENT'S adopted level of service throughout the Project Development and Environmental (PD&E) study. The level of service designated by the DEPARTMENT for the facility in this PROJECT is LOS D, as determined by the Statewide Minimum Level of Service Standards Table located in the Florida Administrative Code.
- D) The COUNTY agrees that once the additional capacity from the PROJECT is available for purposes of concurrency under Fla. Stat. §163.3180, it will officially adopt the DEPARTMENT'S level of service for the segment of SR 173 Blue Angel Parkway between the logical termini specified in (B), above.

#### **5. IN-KIND SERVICES AND RIGHT OF WAY DONATIONS (if applicable)**

- A) In-kind services are goods, commodities, or services received in lieu of cash payments. Goods and commodities should be valued based on their current market value.
- B) Property donated by local governments for right of way as the local share for a qualified project, must comply with the requirements of the federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, 42 U.S.C. 4601, et sec., and implementing federal regulations, 49 CFR Part 24 and 23 CFR Part 710, if federal funds will be used in any phase of the project. Other requirements for the acquisition of rights of way should be determined in accordance with guidelines established by the Office of Right of Way.
- C) The DEPARTMENT has established specific right of way acquisition guidelines for the Transportation Regional Incentive Program. These guidelines can be found at <http://www.dot.state.fl.us/planning/TRIP/RW-contributions.pdf> and are incorporated into this Agreement as Attachment 1.
- D) The excess of an in-kind match valued in excess of the required match will not generally be applied towards another project. On a case by case basis, an exception may be made for project segments in a regional corridor that are part of an implementation plan for that corridor.

#### **6. INDEMNITY AND INSURANCE**

**A) INDEMNITY**

- i) To the extent allowed by law, the COUNTY shall indemnify, defend, and hold harmless the DEPARTMENT and all of its officers, agents, and employees from any claim, loss, damages, cost, charge, or expense arising out of any act, error, omission, or negligent act by the COUNTY, its agents, or employees, during the performance of the Agreement, except that neither the COUNTY, its agents, or its employees will be liable under this paragraph for any claim, loss, damages, cost, charge, or expense arising out of any act, error, omission, or negligent act by the DEPARTMENT, or any of its officers, agents, or employees, during the performance of the Agreement. These terms shall not be construed to waive any statutory or constitutional sovereign immunity rights provided to the parties.
- ii) When either party receives notice of claim for damages that may have been caused by the other party in the performance of services required under this Agreement, that party will immediately forward the claim to the other party. Each party will evaluate the claim, and report its findings to each other within fourteen (14) working days and jointly discuss options in defending the claim. A party's failure to promptly notify the other of a claim will not act as a waiver or any right herein.
- iii) The COUNTY agrees to include the following indemnification in all contracts with contractors/subcontractors, consultants/subconsultants, who perform work in connection with this Agreement:

"The contractor/consultant shall indemnify, defend, save, and hold harmless the DEPARTMENT and all of its officers, agents or employees from all suits, actions, claims, demands, liability of any nature whatsoever arising out of, because of, or due to any negligent act or occurrence of omission or commission of the contractor, its officers, agents, or employees. Neither the contractor/consultant, nor any of its officers, agents, or employees will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the DEPARTMENT or any of its officers, agents, or employees."

**B) LIABILITY INSURANCE.**

- i) The COUNTY shall carry and keep in force during the period of this Agreement a general liability policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least \$100,000 per person and \$300,000 each occurrence, and property damage insurance of at least \$50,000 each occurrence, for the services to be rendered in accordance with this Agreement. However, in the event the COUNTY maintains a self-insurance fund to cover such liability, the COUNTY agrees to maintain sufficient reserves in the fund to pay the above-described liability limits. In addition to any other forms of insurance or bonds required under the terms of this Agreement, the COUNTY must comply or cause its contractor to comply with §7-13 of the DEPARTMENT'S Standard Specifications for Road and Bridge Construction (2000), as amended.

**C) WORKERS' COMPENSATION.**

- i) The COUNTY shall also carry and keep in force Workers' Compensation insurance as required for the State of Florida under the Workers' Compensation Law.

**7. COMPLIANCE WITH LAWS Feb. 01, 2007 Page 31**

- A) The COUNTY shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by the COUNTY in conjunction with this Agreement. Failure by the COUNTY to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the DEPARTMENT.
- B) The COUNTY shall comply with all federal, state, and local laws and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.
- C) No funds received pursuant to this Agreement may be expended for lobbying the Legislature, the judicial branch, or a state agency.
- D) The COUNTY and the DEPARTMENT agree that the COUNTY, its employees, and subcontractors are not agents of the DEPARTMENT as a result of this Agreement for purposes other than those set out in §337.274, Florida Statutes.

**7. AUDITS**

- A) The administration of resources awarded by the Department to the LOCAL GOVERNMENT may be subject to audits and/or monitoring by the Department, as described in this section.

**B) MONITORING**

- i) 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 fully with any monitoring procedures/processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department staff to the LOCAL GOVERNMENT regarding such audit. The LOCAL GOVERNMENT further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the DEPARTMENT's Office of the Inspector General, the Chief Financial Officer (CFO) or Auditor General.

**C) AUDITS****i) PART I: FEDERALLY FUNDED**

- (1) Recipients of federal funds (i.e. state, local government, or non-profit organizations as defined in OMB Circular A-133, as revised) are to have audits done annually using the following criteria:

Updated 03/29/2006

(2) In the event that the recipient expends \$500,000 for fiscal years ending after December 31, 2003 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 1 to this agreement indicates Federal resources awarded through the Department by this agreement, if applicable. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions OMB Circular A-133, as revised, will meet the requirements of this part.

(3) In connection with the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

(4) If the recipient expends less than \$500,000 for fiscal years ending after December 31, 2003 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 for fiscal years ending after December 31, 2003 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).

(5) Federal awards are to be identified using the Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, and name of the awarding federal agency.

ii) PART II: STATE FUNDED

(1) Recipients of state funds (i.e. a nonstate entity as defined by Section 215.97(2) (1), Florida Statutes) are to have audits done annually using the following criteria:

(2) In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 for fiscal years ending on September 30, 2004, and thereafter 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 the CFO; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this agreement indicates state financial assistance awarded through the Department by this agreement, if applicable. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other 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.



- (3) 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)(d), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
- (4) If the recipient expends less than \$500,000 in state financial assistance in its fiscal year ending on September 30, 2004, and thereafter, 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 nonstate 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).
- (5) State awards are to be identified using the Catalog of State Financial Assistance (CSFA) title and number, award number and year, and name of the state agency awarding it.

iii) PART III: OTHER AUDIT REQUIREMENTS

- (1) The recipient shall follow up and take corrective action on audit findings. Preparation of a summary schedule of prior year audit findings, including corrective action and current status of the audit findings is required. Current year audit findings require corrective action and status of findings.
- (2) Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is completed or the dispute is resolved. Access to project records and audit work papers shall be given to the FDOT, the Comptroller, and the Auditor General. This section does not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any other state official.

iv) PART IV: REPORT SUBMISSION

- (1) Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following:

Florida Department of Transportation  
Hwy 90 East  
Chipley, FL 32428  
Attn: TRIP Coordinator

- (2) 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 10<sup>th</sup> Street  
Jeffersonville, IN 47132

- (3) Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.
- (4) In the event that a copy of the reporting package for an audit required by PART I of this agreement and conducted in accordance with OMB Circular A-133, as revised, is not required to be submitted to the Department for reasons pursuant to section .320 (e)(2), OMB Circular A-133, as revised, the recipient shall submit the required written notification pursuant to Section .320 (e)(2) and a copy of the recipient's audited schedule of expenditures of Federal awards directly to the following:

Federal Audit Clearinghouse  
Bureau of the Census  
1201 East 10<sup>th</sup> Street  
Jeffersonville, IN 47132

- (5) In addition, pursuant to Section .320 (f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320 (c), OMB Circular A-133, as revised, and any management letters issued by the auditor, to the Department at the following address:

Florida Department of Transportation  
Hwy 90 East  
Chipley, FL 32428  
Attn: TRIP Coordinator

- (6) Copies of financial reporting packages required by PART II of this agreement shall be submitted by or on behalf of the recipient directly to the following:

Florida Department of Transportation  
Hwy 90 east  
Chipley, FL 32428  
Attn: TRIP Coordinator

- (7) The Auditor General's Office at the following address:

Auditor General's Office  
Room 401, Pepper Building  
111 West Madison Street  
Tallahassee, Florida 32399-1450

Updated 03/29/2006

- (8) Copies of reports or the management letter required by PART III of this agreement shall be submitted by or on behalf of the recipient directly to the Department at the following address:

Florida Department of Transportation  
Hwy 90 East  
Chipley, FL 32428  
Attn: TRIP Coordinator

- (9) Any reports, management letter, or other information required to be submitted to the Department pursuant to this agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
- (10) Recipients, when submitting financial reporting packages to the Department 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.

**V) PART V: RECORD RETENTION**

- (1) The recipient shall retain sufficient records demonstrating its compliance with the terms of this agreement for a period of at least five years from the date the audit report is issued, and shall allow the Department, or its designee, the state CFO or Auditor General access to such records upon request. The recipient shall ensure that the independent audit working papers are made available to the Department, or its designee, the state CFO, or Auditor General upon request for a period of at least five years from the date the audit report is issued, unless extended in writing by the Department.

**8. TERMINATION AND DEFAULT**

- A) This Agreement may be canceled by either the COUNTY or the DEPARTMENT upon sixty (60) days written notice.
- B) If the DEPARTMENT determines that the performance of the COUNTY is not satisfactory, the DEPARTMENT shall have the option of (a) immediately terminating the Agreement, or (b) notifying the COUNTY of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Agreement will be terminated at the end of such time, or (c) taking whatever action is deemed appropriate by the DEPARTMENT.
- C) If the DEPARTMENT requires termination of the Agreement for reasons other than unsatisfactory performance of the COUNTY, the DEPARTMENT shall notify the COUNTY of such termination, with instructions as to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.
- D) If the Agreement is terminated before performance is completed, the COUNTY shall be

Updated 03/29/2006

paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress will become the property of the DEPARTMENT and will be turned over promptly by the COUNTY.

## 9. MISCELLANEOUS

- A) All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.
- B) The DEPARTMENT shall not be obligated or liable hereunder to any party other than the COUNTY.
- C) In no event shall the making by the DEPARTMENT of any payment to the COUNTY constitute or be construed as a waiver by the DEPARTMENT of any breach of covenant or any default which may then exist, on the part of the COUNTY, and the making of such payment by the DEPARTMENT while any such breach or default exists shall in no way impair or prejudice any right or remedy available to the DEPARTMENT with respect to such breach or default.
- D) This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein. The parties agree that all commitments, agreements, or understandings concerning the subject matter of this Agreement are contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written. It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed by the COUNTY and the DEPARTMENT.
- E) If any part of this Agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction or by any other legally constituted body having the jurisdiction to make such determination, the remainder of this Agreement shall remain in full force and effect provided that the part of this Agreement thus invalidated or declared unenforceable is not material to the intended operation of this Agreement.
- F) This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue of any judicial proceedings arising out of this Agreement shall be in Leon County, Florida.
- G) This Agreement shall be effective upon execution by both parties and shall continue in effect and be binding on the parties until the PROJECT is completed and accepted and payment made by the DEPARTMENT or terminated in accordance with §08.  
**TERMINATION AND DEFAULT.**
- H) An entity or affiliate which has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity,

Updated 03/29/2006

may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

- I) A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

IN WITNESS WHEREOF, the COUNTY has caused this Agreement to be executed in its behalf, by the Chairman/Councilman of ESCAMBIA COUNTY ENGINEERING DEPARTMENT or its designee, as authorized by **Resolution Number 2006-87**, and the FLORIDA DEPARTMENT OF TRANSPORTATION has caused this Agreement to be executed in its behalf through its District Secretary or authorized designee:

**ESCAMBIA COUNTY, FLORIDA**

ATTEST

CLERK

(Seal)

TITLE

Date

Print Name

Date

**STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**

ATTEST

Krissy Cook  
EXECUTIVE SECRETARY (Seal)  
Admin Asst.

Krissy Cook 2/21/07  
Print Name Date

Board of County Commissioners  
Escambia County, Florida

Kevin W. White  
Kevin W. White, Chairman

ATTEST: Ernie Lee Magaha  
Clerk of the Court

Patricia M. [Signature]  
Deputy Clerk

Date executed: 2-2-2007  
BCC APPROVED 02-01-2007

This document approved as to form  
and legal sufficiency

By: [Signature]  
Title: Escambia County AG  
Date: 12-08-06

By:

James T. Barfield  
DISTRICT THREE SECRETARY Director

James T. Barfield 2/21/07  
Print Name Date

Fla. Dept. of Trans. Legal Review:

By:

[Signature] 2/29/07  
Date

Availability of Funds Approval:

Office of Comptroller 11/27/06  
Date

**EXHIBIT - 1**

**FEDERAL RESOURCES (if applicable; otherwise delete)**

Federal Agency:  
Catalog of Federal Domestic Assistance: (Number & Title)  
Amount:

**Compliance Requirements**

- 1.
- 2.
- 3.

**STATE RESOURCES**

Agency: Florida Department of Transportation  
Catalog of State Financial Assistance: Transportation Regional Incentive Program (55.026)  
Amount: 1,000,000

**Compliance Requirements**

1. The project must be regionally significant and derived from a regional transportation plan.
2. The regional transportation plan must be created by a regional transportation area created pursuant to Section 339.155(5) Florida Statutes.
3. The project must meet the minimum eligibility criteria listed in Section 339.2819 Florida Statutes.
4. Funds will only be provided for capital expenses. Operations are not covered through TRIP.
5. For roadway projects, the Florida Department of Transportation's level of service must be adopted for the logical termini specified in the Joint Participation Agreement once the additional capacity from the project is available for purposes of concurrency under Fla. Stat. §163.3180.

**NOTE: Section .400(d) of OMB Circular A-133, as revised, and Section 215.97(5)(a), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the recipient.**



4/6/2006/CAR II-12 C

RESOLUTION 2006-87

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, SUPPORTING A JOINT PARTICIPATION AGREEMENT FROM THE FLORIDA DEPARTMENT OF TRANSPORTATION TO CONDUCT A PROJECT DEVELOPMENT AND ENVIRONMENTAL (PD&E) STUDY ON STATE ROAD (SR) 173 (BLUE ANGEL PARKWAY) FROM SR 292 (SORRENTO ROAD) TO SR 30 (U.S. HIGHWAY 98); AUTHORIZING THE CHAIRMAN TO SIGN THE AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, the roadway corridor known as State Road (SR) 173 (Blue Angel Parkway) between SR 292 (Sorrento Road) and SR 30 (U. S. Highway 98) was approved in the Florida-Alabama Transportation Planning Organization Project Priorities FY 2005/2006 – 2009/2010, as a Major Project Priority for roadway widening; and

**WHEREAS**, SR 173 (Blue Angel Parkway), from SR 292 (Sorrento Road) to SR 30 (U.S. Highway 98) is this roadway corridor; and

**WHEREAS**, on September 1, 2005, the Board of County Commissioners, of Escambia County, Florida (hereinafter referred to as the "Board"), approved support of funding, from the Florida Department of Transportation's (hereinafter referred to as "Department"), Transportation Regional Incentive Program (TRIP), for a Project Development & Environmental study (hereinafter referred to as "Project"); and

**WHEREAS**, the Project is the first step in transportation planning and analysis for reducing capacity limits of the existing Level of Service Standards, and money lost due traffic congestion; providing a high-speed hurricane evacuation route for the southwest sector of Escambia County and southeast Alabama; and inter-connecting multi-lane corridors to other major roadways; and

**WHEREAS**, Escambia County, Florida (hereinafter referred to as "County"), has met the eligibility requirements by the Department; and

**WHEREAS**, the Department has agreed to fund, by way of a Joint Participation Agreement (JPA), one-half of the estimated total cost of the Project; and

**WHEREAS**, the estimated total cost, as set forth in the Department's adopted work program for this Project is \$1,300,000 (One million three hundred thousand dollars); and

**WHEREAS**, the estimated County share for one-half (1/2) the Project is \$650,000 (Six hundred fifty thousand dollars); and

Verified By: *Stefania*

Date: 4/11/2006

WHEREAS, the estimated Department share for one-half (1/2) the Project is \$650,000 (Six hundred fifty thousand dollars), which is the maximum participation by the Department; and

WHEREAS, all remaining costs of the Project will be borne by the County.

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

**SECTION 1.** The Board hereby supports the proposed Project for SR 173 (Blue Angel Parkway) from SR 292 (Sorrento Road) to SR 30 (U. S. Highway 98).

**SECTION 2.** The Board hereby instructs its staff to coordinate and cooperate with the Department in developing, managing and inspecting this project.

**SECTION 3.** The Board hereby authorizes the Chairman to sign the Joint Participation Agreement between the Department and the County.

**SECTION 4.** This Resolution shall take effect upon adoption by the Board of County Commissioners.

ADOPTED this 6<sup>th</sup> day of April 2006.

BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

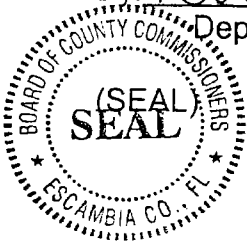
By: [Signature]  
D. M. "Mike" Whitehead, Chairman

ATTEST: ERNIE LEE MAGAHA  
Clerk of the Circuit Court

Date Executed

April 10, 2006

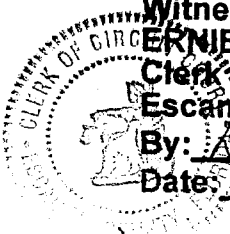
By: [Signature]  
Deputy Clerk



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

ERNIE LEE MAGAHA  
Clerk of the Circuit Court  
Escambia County, Florida

By: [Signature] D.C.  
Date: April 11, 2006



This document approved as to form  
and legal sufficiency

By: [Signature]  
Title: NCA  
Date: 29 March 06

**GUIDANCE FOR LOCAL GOVERNMENT MATCH  
RIGHT OF WAY CONTRIBUTIONS FOR GROWTH MANAGEMENT (TRIP)  
PROJECTS**

Senate Bill 360 as passed by the 2005 Legislature provides for state funding of growth management related transportation projects based upon a 50% match with local funds. It is anticipated that local governments will want to contribute rights of way for the project as all or part of their matching share. This document provides the guidance to be applied to such contributions.

**I. Rights of Way Eligible for Contribution**

Rights of way eligible for local government matching contribution credit are only those properties necessary for the qualified project itself. Rights of way for prior projects are not eligible. **Example:** An existing 2 lane facility is to be expanded to 4 lanes by the qualified project. The right of way for the existing 2 lane facility is not eligible for contribution credit. However, rights of way needed for the additional 2 lanes or rights of way held by the local government which are in excess of that necessary for the existing 2 lane facility but legitimately needed for the new 4 lane facility are eligible for credit.

**II. Acquisition Procedures**

Projects on the State Highway System or which use federal funding in any phase of the project or state funding in right of way must comply with either federal law or procedure or state law or rule relating to right of way acquisition procedures. These laws are intended to protect or provide benefits to property owners and relocatees on federal or state funded projects on the National and State Highway Systems. The laws and rules are intended to ensure consistency of fair treatment under the law to these citizens on these projects. The Department must ensure that local governments or private parties involved in acquisition processes, acting on the Department's or local government's behalf, comply with these requirements.

**A. Projects not part of the State Highway System**

These are projects which are not now on the State Highway System and have no reasonable expectation of being added to the system in the future.

**1. Projects with no federal funding in any phase**

Rights of way acquired by the local government may be accepted for contribution credit regardless of the acquisition method or procedures used. Acquisition methods which do not conform to the requirements of the federal Uniform Relocation Assistance and Real Property Acquisition Policy Act (Uniform Act) will preclude the use of federal funding in any phase of the project.

2. Projects with federal funding in any phase  
Rights of way must have been acquired in accordance with the federal Uniform Relocation Assistance and Real Property Acquisition Policy Act (Uniform Act). This also applies to developer donations where the developer specifically acquires property for his benefit on the project through a formal or tacit agreement with the local government. See paragraph II.B.1. below. Any rights of way purchased for the project through acquisition methods which do not conform to the Uniform Act may be able to be brought into compliance through remediation actions with approval of the Federal Highway Administration (FHWA). The type and extent of the remediation actions are at the discretion of FHWA.

**B. Projects which are part of the State Highway System**

This includes projects which are currently on the State Highway System and those where there is a reasonable expectation they may become part of the system in the future.

1. Projects with no federal funding in any phase  
Rights of way acquired by the local government or private sector persons or groups acting as their agents or on their behalf may be accepted if the acquisition methods were in compliance with laws and rules applicable to FDOT. This includes providing Relocation Assistance to displaced persons in accordance with Rule Chapter 14-66, Florida Administrative Code. Acquisition which does not conform to the federal Uniform Act will preclude the later use of federal funding in any phase. See paragraph II.2.A. above.  
**Donations:** It is recognized that developers may wish to donate rights of way in order to expedite the completion of a project. Acceptance of these donations is acceptable under certain conditions. If the property being donated was acquired by the donor for his/her own purposes and at his own risk, and is now being made available for the project, the donation may be accepted with no necessity to inquire into the acquisition methods used. If, however, the property was acquired specifically for the project under an agreement with the local government, whether written or not, the acquisition methods must comply with laws and rules applicable to FDOT. In that event the developer is acting as an agent for or on behalf of the local government, and the law and rules apply in the acquisition.  
**Exactions:** In some instances, local governments may require the donation of rights of way as a condition of the development approval process. This is often referred to as an "exaction." Rights of way acquired through a lawfully adopted exaction ordinance or process can be accepted unless the process results in the developer acquiring the acquisition of rights of way as an agent of, or on behalf of, the local government.

2. Projects with federal funding in any phase  
Rights of way must have been acquired in conformance to the federal Uniform Act. Lands donated by developers may be accepted as indicated in II.B.1. above, provided that the donor has been fully advised of the right to compensation and has specifically waived that right. Exactions obtained through a lawful ordinance or process may also be accepted as explained in II.B.1. Rights of way purchased for the project through acquisition methods which do not conform to the Uniform Act may be able to be brought into compliance through remediation actions with approval of FHWA. The type and extent of the remediation actions are at the discretion of FHWA.

### **III. Valuation of Contributed Rights of Way**

Once it is determined that rights of way proposed for local matching contribution are eligible for all or part of the local government share of the project costs, the issue becomes the amount to be credited, i.e., the value of the property or property rights to the eligible project.

#### **A. R/W Acquisition as a Phase of the Project**

Where rights of way are acquired as a phase of the project, the value of the contribution for purchased parcels is the actual acquisition cost of the property including land, improvements, severance damages and business damages. Documentation of the acquisition costs may be through closing statements, final judgments or similar documents.

#### **B. Contributions of Previously Acquired Rights of Way**

Where properties previously purchased are to be contributed to the project, the contribution value may be either current market value or actual acquisition costs for land, improvements, severance damages and business damages at the time the property was acquired. The current market value may be established by new appraisal reports, updated appraisal reports, or other data provided by the local government that is confirmed by the District Appraisal Office as reflecting a reasonably accurate estimate of current fair market value. Documentation of actual acquisition costs at the time the property was acquired may be through closing statements, final judgments or similar documents.

#### **C. Donated or Exacted Properties**

Where the properties to be contributed were acquired by donation or exaction, the contribution value is the market value as of the date of the donation or exaction. The market value may be established by a new appraisal report, an updated appraisal report, or other data provided by the local government that is

confirmed by the District Appraisal Office as reflecting a reasonably accurate estimate of current fair market value. However, if there are federal funds in the project, the market value must be established by an appraisal report prepared by an appraiser acceptable to the District Appraisal Office with a date of value as of the date title vested in the local government.



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

**AI-9622**

**County Administrator's Report 13. 26.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 01/21/2016

**Issue:** Issue Purchase Order to Roads, Inc., of NWF on Contract PD 14-15.064 for Massachusetts Avenue Drainage and Sidewalk Project

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

**Organization:** Public Works

**CAO Approval:**

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### **RECOMMENDATION:**

Recommendation Concerning the Issuance of a Purchase Order to Roads, Inc., of NWF, for the Massachusetts Avenue Drainage and Sidewalk Project - Joy D. Blackmon, P.E., Public Works Department Director

That the Board authorize the issuance of a Purchase Order to Roads, Inc., of NWF, in the amount of \$327,181.26, on Contract PD 14-15.064, "General Paving and Drainage Agreement," for the Massachusetts Avenue Drainage and Sidewalk Project.

[Funding Source: Fund 151, "Community Redevelopment", Cost Center 370115, Community Redevelopment Agency (CRA) Palafox, Object Code 56301 - \$72,000; Fund 352 "LOST III", Cost Center 210107, Object Code 56301, Project #13EN2413 - \$255,181.26]

### **BACKGROUND:**

This Purchase Order will be issued on Contract PD 14-15.064 "General Paving and Drainage Agreement" to Roads, Inc. of NWF. This project will construct the Massachusetts Avenue Drainage and Sidewalk Improvements, including demolition and replacement of asphalt, installation of sidewalk, new curbing and driveway entrances, installation of new storm and overflow piping for Kelly Street Pond, and installation of a new storm system along "P" Street. Sidewalks will connect "W" Street to Pace Boulevard. This project is being funded by the Community Redevelopment Agency (CRA) and Local Option Sales Tax (LOST III).

Meeting in regular session on September 24, 2015, the Board approved Contract PD 14-15.064 "General Paving and Drainage Agreement". The contract was amended at the regularly scheduled BOCC meeting on October 8, 2015, because the original recommendation included several cost centers against which Purchase Orders could be issued, and did not include cost center 370115 for Community Redevelopment Agency (CRA) Palafox.



**BUDGETARY IMPACT:**

Funds are available in Fund 151 "Community Redevelopment", Cost Center 370115 Community Redevelopment Agency (CRA) Palafox, Object Code 56301 - \$72,000; and Fund 352 "LOST III", Cost Center 210107, Object Code 56301, Project #13EN2413-\$255,181.26]

**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, Article II, Purchases and Contracts.

**IMPLEMENTATION/COORDINATION:**

Upon approval of the recommendation, a requisition will be transmitted to the Office of Purchasing for Processing.

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**Attachments**

Backup Massachusetts Avenue

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Escambia County Public Works Department  
Engineering Division  
3363 W. Park Place  
Pensacola, Florida 32505

CAPITAL IMPROVEMENT PROJECTS - REQUEST FOR FUNDS (RFF)

Project Name: Mass. Ave. Drainage and Sidewalk  
Project ID: ENGR 1714  
Location: Massachusetts Avenue  
Project Manager: Thomas T.J. Williams  
Date: 10/29/2015

Signature Approval, Division Chief

This section to be completed by Project Managers:

DESCRIPTION OF REQUEST

This RFF/Work order is for Roads Incorporated to construct the Massachusetts Avenue Drainage and Sidewalk Improvements project. Scope of work to include demolition and replacement of asphalt, installation of sidewalk, new curbing and driveway entrances, installation of new storm sewer piping and overflow piping for Kelly Street Pond, installation of a new storm sewer system along "P" Street. Sidewalks to connect "W" street to Pace Boulevard. Total cost of Construction is \$327,181.26. Total construction time is 180 days. This project will be funded by CRA and Lost Ill.

Digitally signed by Thomas J. Williams  
DN: cn=Thomas J. Williams,  
o=Escambia County, ou=Engineering,  
email=Tom.Williams@escambia.fl.us,  
c=US  
Date: 2015.11.05 08:08:28 -0500

Attached backup documentation page (s).  
RFF/NTP Start Date 12/2/2015 or Upon Issuance of Notice to Proceed  
Time shall be increased/decreased by 180 calendar days.  
5/30/2016 Completion date

Balance of CIP Project

Funds for Original Construction Contract

Funds for Construction CO#

Contract PD

Contractor

Funds for Original Task Order

Funds for Addendum #

Task Order PD

Consultant

Funds for Original Work Order

Funds for Change Order #

Contract PD 14-15.064.9H

Contractor

ROADS INC.

\$ 327,181.26

Funds for Contingency

Consultant

Funds for Permit Fees

Agency

Funds for Land Purchases

Owner

Funds for Title Work

Company

Contract PD

Contractor

Funds for

New Balance of CIP Project

\$ - \$ (327,181.26)

This section to be completed by Administration to accomplish fund transfer:

From: Fund 210107 Project # 370115 Mass. Ave. Drainage and Sidewalk Project Name Amount 255181.26  
To: Fund 210107 Project # 370115 Mass. Ave. Drainage and Sidewalk Project Name Amount 255181.26  
Transfer 22000

County Engineer Signature

Transferred by

Transfer Date

Posted to Expedition  
Date:

Escambia County Public Works Department  
Engineering Division  
3363 W. Park Place  
Pensacola, Florida 32505

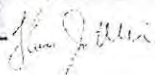
Capital Improvement Projects - Work Order (WO)

- 1.) Date: 10/29/2015
- 2.) Project name: Mass. Ave. Drainage and Sidewalk
- 3.) Contract No: 14-15.064.9H
- 4.) Description of Services to be Performed:  
This RFF/Work order is for Roads Incorporated to construct the Massachusetts Avenue Drainage and Sidewalk Improvements project. Scope of work to include demolition and replacement of asphalt, installation of sidewalk, new curbing and driveway entrances, installation of new storm sewer piping and overflow piping for Kelly Street Pond, installation of a new storm sewer system along "P" Street. Sidewalks to connect "W" street to Pace Boulevard. Total cost of Construction is \$327,181.26. Total construction time is 180 days. This project will be funded by CRA and Lost III.
- 5.) Negotiated Cost of Construction: \$ (327,181.26)
- 6.) Location Work is to be Performed:

Massachusetts Avenue

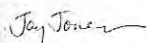
- 7.) Period of Time Services are to be Accomplished:  
Starting Date of Work: 12/2/2015 or Upon Issuance of Notice to Proceed  
Days to Complete 180  
Completion Date of Work 5/30/2016

Schedule for Work Requested and Received

Project Manager  Digitally signed by Jay Jones  
DN: cn=Jay Jones, o=Escambia County Public Works, email=jay.jones@escambia.fl.us, c=US  
Date: 2015.12.29 17:03:29 -0500


Date: 10/29/2015

Work Order Approved

Division Chief  Digitally signed by Jay Jones  
DN: cn=Jay Jones, o=Escambia County Public Works, email=jay.jones@escambia.fl.us, c=US  
Date: 2015.11.17 15:06:42 -0500

Date: \_\_\_\_\_

Negotiated Work Order Accepted

Contractor Representative 

Date: 11-3-15

Work Order Completed

Contractor Representative \_\_\_\_\_

Date: \_\_\_\_\_



Mass. Ave. Drainage and Sidewalk		PD14-15.064 General Paving and Drainage Pricing Agreement			Roads, Inc. of NWF	
ENGR 1714		Valid From October 1, 2015 till September 30, 2016				
Section	Category	Sub-Category	Quantity	Units	Unit Price	Ext Cost
02100-	00101	Mobilization, 0 - 15 Miles	1	EA	\$1,500.00	\$1,500.00
03100-	00102	Clearing and Grubbing (Including Trees UNDER 12" dia.), per County Specifications 2230	3600	SY	\$2.00	\$7,200.00
03100-	00106	Remove Tree, 25"-48"	1	EA	\$1,500.00	\$1,500.00
03100-	00107	Remove Tree, over 48"	1	EA	\$2,500.00	\$2,500.00
03100-	00110	Replace Brick or Stucco Mailbox with FDOT approved Heavy Duty Plastic Mailbox w/ Rear Door and Post.	1	EA	\$500.00	\$500.00
03100-	00111	Replace Standard Mailbox with FDOT approved Heavy Duty Plastic Mailbox w/ Rear Door and Post.	3	EA	\$275.00	\$825.00
04100-	00104	Earthwork Borrow, FDOT Specification 120-2.2.2	1000	CY	\$7.50	\$7,500.00
04100-	00108	Re-establish Grade on Ditch, County Specs 2300	900	SY	\$1.49	\$1,341.00
05200-	00104	1 1/2" County Spec 2500 Type SP 12.5 Asphalt Concrete Surface, over 1500sy	4500	SY	\$5.75	\$25,875.00
05600-	00101	Mill Existing Asphalt, 0"-1.5" Thickness, less than 1500sy	2852	SY	\$2.35	\$6,702.20
05700-	00108	Remove Existing Asphalt, 2" Average Depth	1963	SY	\$2.00	\$3,926.00
05700-	00111	Saw cut Existing Asphalt	1772	LF	\$1.90	\$3,366.80
06100-	00106	12" Stabilized Subgrade, County Spec 2300, over 1000sy	1650	SY	\$1.65	\$2,722.50
06200-	00104	6" Graded aggregate Base "Min. LBR 100 at 100% Modified Proctor", County Spec 2400, over 1000sy	1650	SY	\$11.85	\$19,552.50
07400-	00101	Relocate Traffic Signs	4	EA	\$39.00	\$156.00
08100-	00110	FDOT Type F Curb And Gutter, FDOT Index 300, over 500lf	1334	LF	\$12.00	\$16,008.00
08200-	00102	4" Fiber Reinforced Concrete Driveway, over 100sy	181	SY	\$33.00	\$5,973.00
08300-	00104	5' Fiber Reinforced Concrete Sidewalk, over 500lf	1200	LF	\$17.00	\$20,400.00
08300-	00105	6' Fiber Reinforced Concrete Sidewalk, less than 500lf	840	LF	\$22.00	\$18,480.00
08300-	00111	Construct Curb Ramp (Approved Mat, Color included) FDOT index 304	15	EA	\$625.00	\$9,375.00
08300-	00112	Detectable Handicap Warning Mat, FDOT Index 304	50	SF	\$25.00	\$1,250.00
08500-	00103	Remove Existing Concrete, 4" thick	12	SY	\$4.00	\$48.00
08500-	00106	Remove Curb	52	LF	\$4.00	\$208.00
09100-	00105	Ditch Bottom Inlet, Type C, 0'-6' depth	7	EA	\$1,600.00	\$11,200.00
09100-	00107	Ditch Bottom Inlet, Type D, 0'-6' depth	1	EA	\$2,250.00	\$2,250.00
09100-	00109	Ditch Bottom Inlet, Type E, 0'-6' depth	2	EA	\$2,400.00	\$4,800.00
09100-	00201	Curb Inlet Top, Type 1	5	EA	\$2,100.00	\$10,500.00
09100-	00202	Curb Inlet Top, Type 2	2	EA	\$2,100.00	\$4,200.00
09100-	00742	6' Dia. Structure Bottom, FDOT Index 200, 6-12' depth	1	EA	\$4,300.00	\$4,300.00
09100-	00804	Junction Box, 6-12ft depth	5	EA	\$2,200.00	\$11,000.00
09100-	00806	Dog House Manhole, 6-12ft depth	1	EA	\$3,300.00	\$3,300.00
09100-	00905	Remove Ditch Bottom Inlet (including top and bottom)	2	EA	\$320.00	\$640.00
09100-	00910	Connect to Existing Inlet	2	EA	\$650.00	\$1,300.00
09200-	00703	18" RCP Pipe, 0'-6' depth	344	LF	\$31.90	\$10,973.60
09200-	00705	24" RCP Pipe, 0'-6' depth	242	LF	\$41.00	\$9,922.00
09200-	00708	30" RCP Pipe, 6'-12' depth	1176	LF	\$61.00	\$71,736.00
11400-	00101	Adjust Water Meter (Rings and Boxes To Be Provided By Contractor) includes concrete collar	2	EA	\$350.00	\$700.00
11400-	00102	Adjust Water Valve (Rings and Boxes To Be Provided By Contractor) includes concrete collar	1	EA	\$300.00	\$300.00
13100-	00102	Centipede Sod, Staked, over 1000sy	2288	SY	\$1.98	\$4,530.24
13300-	00102	Silt Fence Type III, over 500lf	1800	LF	\$2.00	\$3,600.00
13300-	00109	Baled Hay or Straw	50	EA	\$9.00	\$450.00
14100-	00101	4' Chain Link Fence	110	LF	\$9.90	\$1,089.00
14400-	00103	Remove Existing Chain Link Fence	110	LF	\$2.20	\$242.00
Sub Totals						\$313,941.84
07900-	00100	MOT Based on section 07900-00100 and sub total of project				\$10,000.00
01100-	00100	Performance and Payment Bond (Required for projects over \$25,000.00)				\$3,239.42
Grand Total						\$327,181.26
Balance of Line (may not exceed 25% of total cost)			Qty	Units		
Balance of Line Total						\$0.00
Additional Performance and Payment Bond						\$0.00
Revised Grand Total with BOL						\$327,181.26

*Calculations  
verified 11-12-15  
B. Smith*



Mass. Ave. Drainage and Sidewalk	Section	Category	Sub-Category	Valid From October 1, 2015 till September 30, 2016	PD14-15.064 General Paving and Drainage Pricing Agreement	Quantity	Units	J. Miller Construction			Panhandle Grading & Paving			Roads, Inc. of NWF		
								Unit Price	Ext Cost		Unit Price	Ext Cost		Unit Price	Ext Cost	
	02100-00101		Mobilization, 0 - 15 Miles			1	EA	\$2,500.00	\$2,500.00		\$2,350.00	\$2,350.00		\$1,500.00	\$1,500.00	
	03100-00102		Clearing and Grubbing (Including Trees UNDER 12" dia.), per County Specifications 2230			3600	SY	\$2.45	\$8,820.00		\$2.00	\$7,200.00		\$2.00	\$7,200.00	
	03100-00106		Remove Tree, 25"-48"			1	EA	\$1,100.00	\$1,100.00		\$1,300.00	\$1,300.00		\$1,500.00	\$1,500.00	
	03100-00107		Remove Tree, over 48"			1	EA	\$2,125.00	\$2,125.00		\$4,000.00	\$4,000.00		\$2,500.00	\$2,500.00	
	03100-00110		Replace Brick or Stucco Mailbox with FDOT approved Heavy Duty Plastic Mailbox w/ Rear Door and Post.			1	EA	\$400.00	\$400.00		\$250.00	\$250.00		\$500.00	\$500.00	
	03100-00111		Replace Standard Mailbox with FDOT approved Heavy Duty Plastic Mailbox w/ Rear Door and Post.			3	EA	\$300.00	\$900.00		\$250.00	\$750.00		\$275.00	\$825.00	
	04100-00104		Earthwork Borrow, FDOT Specification 120-2.2.2			1000	CY	\$15.50	\$15,500.00		\$14.50	\$14,500.00		\$7.50	\$7,500.00	
	04100-00108		Re-establish Grade on Ditch, County Specs 2300			900	SY	\$2.00	\$1,800.00		\$2.50	\$2,250.00		\$1.49	\$1,341.00	
	06200-00104		1 1/2" County Spec 2500 Type SP 12.5 Asphalt Concrete Surface, over 1500sy			4500	SY	\$7.00	\$31,500.00		\$5.65	\$25,425.00		\$5.75	\$25,875.00	
	05600-00101		Mill Existing Asphalt, 0"-1.5" Thickness, less than 1500sy			2852	SY	\$4.50	\$12,834.00		\$1.65	\$4,705.80		\$2.35	\$6,702.20	
	05700-00108		Remove Existing Asphalt, 2" Average Depth			1963	SY	\$3.50	\$6,870.50		\$2.00	\$3,926.00		\$2.00	\$3,926.00	
	05700-00111		Saw cut Existing Asphalt			1772	LF	\$2.25	\$3,987.00		\$1.90	\$3,366.80		\$1.90	\$3,366.80	
	06100-00106		12" Stabilized Subgrade, County Spec 2300, over 1000sy			1650	SY	\$4.00	\$6,600.00		\$1.60	\$2,640.00		\$1.65	\$2,722.50	
	06200-00104		6" Graded aggregate Base "Min. LBR 100 at 100% Modified Proctor", County Spec 2400, over 1000sy			1650	SY	\$14.35	\$23,677.50		\$11.95	\$19,717.50		\$11.85	\$19,552.50	
	07400-00101		Relocate Traffic Signs			4	EA	\$83.00	\$332.00		\$38.50	\$154.00		\$39.00	\$156.00	
	08100-00110		FDOT Type F Curb And Gutter, FDOT Index 300, over 500lf			1334	LF	\$15.00	\$20,010.00		\$14.00	\$18,676.00		\$12.00	\$15,008.00	
	08200-00102		4" Fiber Reinforced Concrete Driveway, over 100sy			181	SY	\$34.00	\$6,154.00		\$33.00	\$5,973.00		\$33.00	\$5,973.00	
	08300-00104		5" Fiber Reinforced Concrete Sidewalk, over 500lf			1200	LF	\$19.00	\$22,800.00		\$20.00	\$24,000.00		\$17.00	\$20,400.00	
	08300-00105		6" Fiber Reinforced Concrete Sidewalk, less than 500lf			840	LF	\$24.00	\$20,160.00		\$24.00	\$20,160.00		\$22.00	\$18,480.00	
	08300-00111		Construct Curb Ramp (Approved Mat, Color included) FDOT Index 304			15	EA	\$1,000.00	\$15,000.00		\$850.00	\$12,750.00		\$625.00	\$9,375.00	
	08300-00112		Detectable Handicap Warning Mat, FDOT Index 304			50	SF	\$45.00	\$2,250.00		\$65.00	\$3,250.00		\$25.00	\$1,250.00	
	08500-00103		Remove Existing Concrete, 4" thick			12	SY	\$5.00	\$60.00		\$5.00	\$60.00		\$4.00	\$48.00	
	08500-00106		Remove Curb			52	LF	\$5.00	\$260.00		\$25.00	\$1,300.00		\$4.00	\$208.00	
	09100-00105		Ditch Bottom Inlet, Type C, 0'-6" depth			7	EA	\$1,828.00	\$12,796.00		\$2,090.00	\$14,630.00		\$1,600.00	\$11,200.00	
	09100-00107		Ditch Bottom Inlet, Type D, 0'-6" depth			2	EA	\$2,442.00	\$2,442.00		\$2,723.00	\$2,723.00		\$2,250.00	\$2,250.00	
	09100-00109		Ditch Bottom Inlet, Type E, 0'-6" depth			2	EA	\$2,708.00	\$5,416.00		\$3,163.00	\$6,326.00		\$2,400.00	\$4,800.00	
	09100-00201		Curb Inlet Top, Type 1			5	EA	\$2,500.00	\$12,500.00		\$3,115.00	\$15,575.00		\$2,100.00	\$10,500.00	
	09100-00202		Curb Inlet Top, Type 2			2	EA	\$2,900.00	\$5,800.00		\$3,115.00	\$6,230.00		\$2,100.00	\$4,200.00	
	09100-00742		6' Dia. Structure Bottom, FDOT Index 200, 6'-12" depth			1	EA	\$4,332.00	\$4,332.00		\$5,062.00	\$5,062.00		\$4,300.00	\$4,300.00	
	09100-00804		Junction Box, 6'-12" depth			5	EA	\$2,655.25	\$13,276.25		\$2,596.00	\$12,980.00		\$2,200.00	\$11,000.00	
	09100-00806		Dog House Manhole, 6'-12" depth			1	EA	\$2,640.00	\$2,640.00		\$4,020.00	\$4,020.00		\$3,300.00	\$3,300.00	
	09100-00905		Remove Ditch Bottom Inlet (including top and bottom)			2	EA	\$400.00	\$800.00		\$525.00	\$1,050.00		\$320.00	\$640.00	
	09100-00910		Connect to Existing Inlet			344	EA	\$1,100.00	\$2,200.00		\$700.00	\$1,400.00		\$650.00	\$1,300.00	
	09200-00703		18" RCP Pipe, 0'-6" depth			242	LF	\$37.00	\$12,728.00		\$35.50	\$12,212.00		\$31.50	\$10,973.60	
	09200-00705		24" RCP Pipe, 0'-6" depth			242	LF	\$47.00	\$11,374.00		\$47.82	\$11,372.44		\$41.00	\$9,922.00	
	09200-00708		30" RCP Pipe, 6'-12" depth			1176	LF	\$70.00	\$82,320.00		\$70.40	\$82,790.40		\$61.00	\$71,736.00	
	11400-00101		Adjust Water Meter (Rings and Boxes To Be Provided By Contractor)			2	EA	\$325.00	\$650.00		\$325.00	\$650.00		\$350.00	\$700.00	
	11400-00102		Adjust Water Valve (Rings and Boxes To Be Provided By Contractor)			1	EA	\$325.00	\$325.00		\$385.00	\$385.00		\$300.00	\$300.00	
	13100-00102		Centipede Sod, Slaked, over 1000sy			2268	SY	\$3.85	\$8,808.80		\$2.45	\$5,605.60		\$1.98	\$4,530.24	
	13300-00102		Silt Fence Type III, over 500lf			1800	LF	\$2.25	\$4,050.00		\$2.25	\$4,050.00		\$2.00	\$3,600.00	
	13300-00109		Baled Hay or Straw			50	EA	\$350.00	\$17,500.00		\$9.35	\$467.50		\$9.00	\$450.00	
	14100-00101		4" Chain Link Fence			110	LF	\$11.50	\$1,265.00		\$11.85	\$1,303.50		\$9.50	\$1,045.00	
	14400-00103		Remove Existing Chain Link Fence			110	LF	\$5.00	\$550.00		\$5.00	\$550.00		\$2.20	\$242.00	
			Sub Totals						\$389,463.05			\$389,463.05			\$313,941.84	
	07900-00100		MOT Based on section 07900-00100 and sub total of project						\$0.00			\$0.00			\$10,000.00	
	01100-00100		Performance and Payment Bond (Required for projects over \$25,000.00)						\$7,798.26			\$4,239.67			\$3,239.42	
			Grand Total						\$397,262.31			\$372,906.21			\$327,181.26	
			Balance of Line (may not exceed 25% of total cost)													
			Balance of Line Total						\$0.00			\$0.00			\$0.00	
			Additional Performance and Payment Bond						\$397,262.31			\$0.00			\$0.00	
			Revised Grand Total with BOL						\$397,262.31			\$372,906.21			\$327,181.26	

**Robin F. Lambert**

---

**From:** Clara F Long (CRA)  
**Sent:** Monday, November 02, 2015 11:27 AM  
**To:** Robin F. Lambert  
**Cc:** Zakkiyyah Q. Osuigwe; Thomas J. Williams  
**Subject:** RE: Massachusetts Avenue

370115 CC

56301 CIP

*Clara Long, Division Manager*  
Community Redevelopment Agency (CRA)  
221 Palafox Place, Suite 305  
Pensacola, FL 32502  
850-595-3596 wk  
850-595-3218 fax  
Email: [cflong@myescambia.com](mailto:cflong@myescambia.com)  
Website: [www.myescambia.com](http://www.myescambia.com)

**From:** Robin F. Lambert  
**Sent:** Friday, October 30, 2015 9:14 AM  
**To:** Clara F Long (CRA)  
**Cc:** Zakkiyyah Q. Osuigwe; Thomas J. Williams  
**Subject:** Massachusetts Avenue

Ready to prepare a PO for construction.

We need \$72,000 for your portion..can you provide me with the cost center, object code and project information?

Please give me a call if you have any questions.

Thanks  
Robin

Robin Lambert  
Accounting Manager  
Escambia County Public Works Department  
Engineering/Infrastructure Division  
3363 West Park Place  
Pensacola, FL 32505  
Phone 850-595-3412  
Fax 850-595-3444  
[rflamber@myescambia.com](mailto:rflamber@myescambia.com)

RESUME OF THE REGULAR BCC MEETING – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

27. Recommendation: That the Board amend its action of September 24, 2015, awarding an Indefinite Quantity, Indefinite Delivery Multiple Awards Contract PD 14-15.064, for General Paving and Drainage, for a term of 36 months to the following contractors, for an estimated annual amount of \$3,000,000, to each contractor, which was based on the Attorney's Standard Form of Contract, to instead approve the award of an Indefinite Quantity, Indefinite Delivery Multiple Awards Contract PD 14-15.064, for a term of 36 months for the estimated annual amount of \$3,000,000, to each of the following contractors, and approve the General Paving and Drainage Agreement PD 14-15.064, between Escambia County and the following contractors:

Allsouth Construction Services, LLC	Midsouth Paving, Inc.
Chavers Construction	Infrastructure Specialty Services, Inc.
Gulf Atlantic Constructors, Inc.	Panhandle Grading and Paving, Inc.
Heaton Brothers Construction Co., Inc.	Roads, Inc., of NWF
J Miller Construction, Inc.	Utility Service Co., Inc.

The recommendation to award the Contract PD 14-15.064 to the ten contractors, for an estimated annual amount of \$3,000,000, went before the Board of County Commissioners on September 24, 2015, and the Contract form indicated at that time was the Attorney's Standard Form of Contract; the Contract PD 14-15.064 is not the Attorney's Standard Form of Contract; the Contract PD 14-15.064 was prepared by Kristin Hual, Assistant County Attorney, for the General Paving and Drainage Pricing Agreement (Funding: Fund 352, Local Option Sales Tax [LOST] III, Cost Center 210107, Object Code 56301; Fund 352, LOST III, Cost Center 350229, Object Code 56301; Fund 181, Master Drainage Basin Funds, Cost Center 210719-210736, Object Code 56301; and Fund 112, Disaster Recovery Fund, Cost Centers 330490-330495, Object Codes 54612-56301).

**Approved 5-0, the recommendation for all vendors, with the exception of Heaton Brothers Construction Co., Inc.**

**Approved 4-0, with Commissioner Barry abstaining (and filling Form 8B, Memorandum of Voting Conflict for County, Municipal, and Other Local Public Officers), the recommendation for Heaton Brothers Construction Co., Inc.**



RESUME OF THE REGULAR BCC MEETING – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

22. Recommendation: That the Board award an Indefinite Quantity, Indefinite Delivery Multiple Award Pricing Agreement PD 14-15.064, for General Paving and Drainage, for a term of 36 months, to the following contractors, for an estimated annual amount of \$3,000,000 to each contractor (Funding: Fund 352, Local Option Sales Tax [LOST] III, Cost Center 210107, Object Code 56301; Fund 352, LOST III, Cost Center 350229, Object Code 56301; Fund 181, Master Drainage Basin Funds, Cost Centers 210719-210736, Object Code 56301; and Fund 112, Disaster Recovery Fund, Cost Centers 330490-330495, Object Codes 54612-56301):

Allsouth Construction Services, LLC  
Chavers Construction  
Gulf Atlantic Constructors, Inc.  
Heaton Brothers Construction Co., Inc.  
J Miller Construction, Inc.  
Midsouth Paving, Inc.  
Infrastructure Specialty Services, Inc.  
Panhandle Grading and Paving, Inc.  
Roads, Inc., of NWF  
Utility Service Co., Inc.

**Approved 4-0, with Commissioner Barry abstaining (and filing Form 8B, Memorandum of Voting Conflict for County, Municipal, and Other Local Public Officers), the recommendation for Heaton Brothers Construction Co., Inc.**

**Approved 5-0, the recommendation for all vendors, with the exception of Heaton Brothers Construction Co., Inc.**

23. Recommendation: That the Board approve and authorize Change Order 1, in the amount of \$5,000, to Panhandle Equine Rescue, for reimbursement for services rendered to Escambia County Animal Control (Funding: Fund 103, Code Enforcement, Cost Center 290101).

**Approved 5-0**



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

**AI-9623**

**County Administrator's Report 13. 27.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 01/21/2016

**Issue:** Supplemental Nutrition Assistance Program Grant 2016

**From:** Carla Jones, Division Manager

**Organization:** Neighborhood & Human Svcs

**CAO Approval:**

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### **RECOMMENDATION:**

Recommendation Concerning the Contract between Workforce Escarosa, Inc., d/b/a/ CareerSource Escarosa and the Escambia County Board of County Commissioners Supplemental Nutrition Assistance Program - Tonya Gant, Neighborhood & Human Services Department Director

That the Board take the following action concerning the CareerSource Escarosa 2016 Supplemental Nutrition Assistance Program Contract:

A. Approve and authorize the Chairman to sign, subject to Legal review and sign-off, the Contract between Workforce Escarosa, Inc., d/b/a CareerSource Escarosa and the Escambia County Board of County Commissioners Supplemental Nutrition Assistance Program beginning January 1, 2016, and continuing through midnight June 30, 2016, regardless of the date of execution by and between CareerSource Escarosa and the Board of County Commissioners; and

B. Approve the hiring of two additional positions, Job Development Counselors, to the one already established position, for a total of three positions for the operations of this program Contract.

[Funding Source: Fund 110, Other Grants and Projects - no local match required]

### **BACKGROUND:**

The Florida Department of Economic Opportunity (DEO) notified the local workforce boards that in January 2016, SNAP activities will become a work mandatory program for the State of Florida. The mandatory program is normally applied to specific counties in Florida based on the unemployment rate; however, during the 2015 Florida legislative session, a bill was passed that requires all 67 counties to be mandatory. The program is designed to help eligible SNAP participants gain skills, training, and/or work experience that will increase their ability to move directly into employment. CareerSource Escarosa contracts with Escambia County to operate this program and would like to continue until

the new FY begins July 1, 2016.

**BUDGETARY IMPACT:**

Funding for the contract is 100% grant-funded, with no local match required and is a cost reimbursement agreement.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

The contract is necessary pursuant to the Florida Workforce Innovation Act of 2000, Senate Bill 2050, and the Personal Responsibility and Work Opportunities Act. The County Attorney's office has approved the contract as to form and legal sufficiency.

**PERSONNEL:**

Staff hired under this contract will provide all program services. That the Board approve the hiring of two additional positions, Job Development Counselors, to the one already established position, for a total of three positions for the operations of this program grant agreement. The Neighborhood & Human Services Department Division Manager and Department Director shall have administrative oversight of this staff and program.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

CareerSource Escarosa 2016 SNAP grant contract must have approval from the Escambia County Board of County Commissioners.

**IMPLEMENTATION/COORDINATION:**

Upon approval by the Board, this contract shall become effective for the expressed term. CareerSource Escarosa has coordinated with the Department of Neighborhood & Human Services in submission of this request.

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**Attachments**

2016 SNAP Contract  
budget

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**CONTRACT BETWEEN WORKFORCE ESCAROSA, INC. dba CAREERSOURCE ESCAROSA AND THE ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS SUPPLEMENTAL NUTRITION ASSISTANCE PROGRAM SNAP #2015-2016-01, FROM JANUARY 1, 2016 – JUNE 30, 2016**

**WHEREAS**, Workforce Escarosa, Inc. (Escarosa), a non-profit Corporation, dba CareerSource Escarosa, is chartered as the local Workforce Development Board and is charged with the overall duties and responsibilities for the administration of Supplemental Nutrition Assistance Program (SNAP) for Region 1, and is in need of certain services more specifically hereafter described; and

**WHEREAS**, the Escambia County Board of County Commissioners, Department of Neighborhood and Human Services, Community Services Division (BCC), through the administration of the Food Stamp Employment and Training Program (FSET) has heretofore demonstrated its ability to provide such services in accordance with the terms and provisions that hereafter follow;

**NOW THEREFORE**, the parties hereto mutually covenant one with the other as follows:

**I. STATEMENT OF WORK**

A. The BCC shall provide the following services and outcomes which shall be in compliance with SNAP funded services, as required by the U.S. Department of Agriculture (USDA) and the Department of Economic Opportunity (DEO), to wit:

1. Provide staff for Job Development/Case Management services, in support of the following:
  - a) The Escarosa Career Center on “L” Street and the Milton Career Center are routinely open to the public between 7:30 a.m. and 4:30 p.m. Monday through Friday, less State-celebrated holidays. Circumstances occasionally require extended business hours and/or weekend operations. The BCC will provide SNAP staff to the career centers and shall be co-located in the centers (except for official county holidays) during normal business hours and extended hours.
  - b) Provide case management and counseling services to SNAP Able-Bodied Adults Without Dependents (ABAWD) participants who have been determined mandatory for SNAP activities by the Department of Children and Family Services (DCF). Services will include, but are not limited to, career counseling, identifying barriers to employment, educational/skills assessments, community work experience, follow-up services, various employability skills

components and other related services which will assist the participant in meeting required work participation hours.

- c) Provide weekly, monthly or quarterly reports – as required by Workforce Escarosa, regarding SNAP participant activities progress and outcomes. Reports may include, but are not limited to, the following types of information: numbers served, numbers employed, successes, and other items as required by the State Workforce Florida, Inc., Department of Economic Opportunity (DEO), or local Regional Workforce Board (RWB).
  - d) Insure collection and maintenance of data to support SNAP activities, participant contact, state management information system data entries, support services rendered, and periodic reports as required by Workforce Escarosa.
  - e) Provide all fiscal controls necessary to insure expenditures are in line with federal, state and local policies and procedures.
  - f) Document via counseling notes participant contact, progress achieved, participation in assigned activities, and problems encountered.
  - g) Compile, implement, and update of the Individual Service Strategy (ISS) for participants who are required to participate.
  - h) Identify needs for specialized assessments or other required skills assessments and referrals for SNAP services. This may include parenting, personal finance, employability skills, life management skills classes/workshops.
  - i) Career counseling regarding the local labor market, skill levels, educational levels, job duties required for employment, etc.
  - j) Provide Job development, search and placement assistance for SNAP participants who choose to participate.
- 2. All staff involved in providing services under this contract must be qualified and knowledgeable of SNAP laws and regulations and must be able to apply procedures and guidelines in day-to-day operations.
  - 3. All services must be in compliance with the Florida Department of Economic Opportunities' SNAP State Plan and in accordance with Local Plan Operational Procedures.

## II. METHOD AND TIME PAYMENT

- A. Escarosa shall pay an aggregate amount not to exceed \$73,000.00 as shown on the copy of the budget summary hereto attached and made a part of this contract. If during the term of the contract, BCC determines that submitted line-items need to be adjusted, then these adjustments may be made if prior written approval is obtained from Escarosa. The total amount allowed of \$73,000.00 cannot be over expended.
- B. The amount of \$73,000.00 may be reduced or increased dependent upon final allocation, availability of funds, and increases/decreases in SNAP case loads.

**All monthly invoices must be received by the 15<sup>th</sup> of the following month for the previous month's billings.**

- C. Documentation for reimbursement shall include an invoice and the following:
  - 1. Salaries/Fringes: Documentation of rate of pay and payment for positions identified in budget summary.
  - 2. Staff Travel: Documentation of mileage and/or travel expenses and payment.
  - 3. Escarosa "Personnel Activity Reports" for each staff member charging time to the contract.
- D. Reimbursements shall be made to the BCC in a timely manner in accordance with Escarosa's standard accounting procedures.
- E. BCC shall submit its invoices for payment of the funds payable under this contract to Escarosa and shall provide such reports and other information as Escarosa may require to fulfill its duties as Administrative/Fiscal Entity.
- F. In order to insure funds are not lost to the region, contract expenditures will be reviewed during the mid-contracting period. If expenditures are below 50% at this point in time, Escarosa will contact the contractor to determine why the contract is under-spent. If after consultation with the contractor it is determined that the full contract amount will not be expended, a recommendation may be made to the Escarosa Finance Committee that the funds not to be expended be deobligated for use elsewhere.
- G. Funding for the SNAP Program is from U. S. Department of Agriculture, CFDA # 10.551.

**Note: All of the above expenses must be for services provided by this contract for SNAP participants.**

### III. COMPENSATION AND TIME PERIOD

This contract shall become effective on January 1, 2016, regardless of the date of execution by and between Escarosa and BCC, and shall continue to midnight, June 30, 2016.

Payments will be made for expenditures incurred up to the date of termination or expiration of the contract. The final request for reimbursement must be received by Escarosa within thirty (30) days from termination or expiration of the contract.

### IV. PUBLIC RECORDS

This contract is subject to termination for BCC refusal to comply with Chapter 119, Florida Statutes, the Public Record Law.

### V. MODIFICATION UNILATERALLY

This contract may only be modified by written agreement executed by all parties hereto.

### VI. EQUAL OPPORTUNITY

As a condition to the award of financial assistance under SNAP from the State of Florida with respect to operation of the SNAP funded program or activity and all agreements or arrangements to carry out the SNAP funded program or activity, BCC will comply fully with the nondiscrimination and equal opportunity provisions of the Title VI of the Civil Rights Act of 1964, as amended; section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; Title IX of the Education Amendments of 1972, as amended; Section 654 of the Omnibus Budget Reconciliation Act of 1981, as amended, The Age Discrimination Act of 1975, as amended, The American with Disabilities Act of 1990; and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including but not limited to 29 CFR part 34. The United States has the right to seek judicial enforcement of this assurance.

### VII. PROVISIONS AGAINST ASSIGNMENT

Neither this contract nor the services hereunder provided for may be assigned, or subcontracted by BCC without the prior written consent of Escarosa.

### VIII. FUNDING

If the SNAP funds anticipated to be received by Escarosa, under which this contract is funded, are suspended or terminated in whole or changes in part, the corresponding funding for this contract shall be suspended or terminated in whole or in part. Unearned payments under this contract may be suspended or terminated upon refusal by BCC to accept additional conditions that may be



imposed by Escarosa at any time. BCC understands that substantial alteration to funding and/or program aspects of this contract may be required as a result of changes in the enabling legislation and/or related funding allocations.

#### IX. TOTAL AMOUNT ALLOWABLE UNDER THIS CONTRACT

The total amount of funds accessible by BCC under this contract is \$73,000.00 payable only upon receipt of stipulated items in Section II of this contract.

#### X. TYPE OF CONTRACT

This is a line-item cost reimbursement contract whereby funding provided will be charged to direct program services.

#### XI. CONTRACT LIABILITIES AND INDEMNIFICATION

The parties hereto, their respective elected officials, officers, and employees shall not be deemed to assume any liability for the acts, omissions, or negligence of the other Party. The Parties, agree to be fully responsible for their negligent acts or omissions or tortuous acts which result in claims or suits against the other Party, and the Parties agree to be fully liable for any damages proximately caused by said acts or omissions. Nothing herein is intended to serve as a waiver or sovereign immunity as defined in Section 768.28, Florida Statutes, by the County, and nothing herein shall be construed as consent by them to be sued by third parties in any matter arising out of this Agreement.

#### XII. INSURANCE

BCC shall provide comprehensive general liability insurance covering BCC and any services or activities to be provided by BCC under this contract.

#### XIII. TERMINATION FOR CONVENIENCE

Either party may terminate this contract for convenience by giving the other 30 days written notice prior to the effective date of termination. The termination notice must be in writing and signed by the authorized agent of the terminating party. During the interim between the notice of termination and date of termination Escarosa will pay only those costs incurred pursuant to normal operations as set out in the contract between the two parties.

##### TERMINATION FOR CAUSE

If BCC fails to fulfill in a timely manner its obligations under this contract, or if BCC violates any of the covenants, agreements, or stipulations of this contract, Escarosa thereupon has the right at its option to deobligate funds or terminate this contract by giving written notice to BCC of termination or deobligation and specifying the effective date of such action.

#### XIV. PROPERTY/EQUIPMENT CLAUSE

The purchase of property/equipment is not allowed under this contract.

#### XV. MAINTENANCE OF EFFORT

No currently employed worker shall be displaced by any participant, including partial displacement such as a reduction in the hours of non-overtime work, wages, or employment benefits. No participant shall be employed or fill a job opening (1) when any other individual is on layoff from the same or any substantially equivalent job, or (2) when the employer has terminated the employment of any regular employee or otherwise reduced its workforce with the intention of filling the vacancy so created by hiring a participant whose wages are subsidized under welfare transition. No jobs shall be created in a promotional line that will infringe in any way upon the promotional opportunities of currently employed individuals.

#### XVI. CONFLICT OF INTEREST

An executive, officer, agent or representative, or employee of the contractor will not solicit or accept money or any other consideration from a third person or entity for the performance of an act reimbursed in whole or in part by the contractor. No member of any council under welfare transition shall cast a vote on the provision of services by that member or any organization that the member directly represents or vote on any matter which would provide direct financial benefit to that member.

#### XVII. COMPLIANCE WITH STATE/FEDERAL LEGISLATION

BCC assures that it will comply with requirements of SNAP and with regulations and policies promulgated thereunder. BCC further agrees to comply with all subsequent revisions, modifications and amendments to SNAP and the regulations as assigned by Escarosa.

BCC assures that clarification will be sought from Escarosa on any policy, law, rule, regulation, or directive that is not clearly understood prior to adopting the practice or procedure. Escarosa shall supply clarification to the contractor, as required.

#### XVIII. ACCOUNTING STANDARDS

BCC shall establish and maintain an auditable system, in accordance with recognized accounting practices.

In the event that the books and records used by the contractor, as determined in the monitoring or the audit report in accounting for expenses incurred under this agreement, do not meet the minimum standards of accepted accounting

practices and records management of the administrative entity, Escarosa reserves the right to withhold any or all its funding until such time as standards are met. The administrative entity may withhold payment due under a later agreement to offset disallowed costs identified under an earlier agreement.

#### **XIX. AUDITS RIGHT CLAUSE**

This contract creates a sub-recipient relationship between BCC and Escarosa as defined by Office of Management and Budget (OMB) Circular A-133, and therefore a Single Audit may be required in accordance with that Circular. If single audit procedures are not applicable due to BCC not exceeding the threshold of \$500,000 in federal funding, BCC must provide Escarosa with a signed statement indicating that the single audit thresholds were not exceeded during the year.

BCC shall forward a copy of its Financial Audit and Single Audit (if required) to Escarosa within 30 days of receipt from its auditors. Disallowed costs for funds not expended in accordance with SNAP regulations – as determined in the final resolution of the audit – must be repaid by BCC from non-federal funds. SNAP and/or other federal program funding cannot be used to repay disallowed costs associated with this service provider contract. Escarosa may withhold funds from future deliverables or cost reimbursement requests pending resolution of disallowed costs.

#### **XX. RESOLUTION OF COMPLAINT**

Escarosa Grievance Procedures are included as an attachment to this contract. BCC must ensure that all staff and program participants who may benefit financially from this contract have read and have signed a copy of those Grievance Procedures. An authorized staff member must also sign each form as witness. Forms with the program participant's original signature are placed into the participant's file. Forms with BCC staff original signatures are sent to Escarosa Equal Opportunity Officer for file.

Grievances not involving Escarosa funded programs/activities will be processed using BCC procedures only. However, grievances that do concern Escarosa or its programs/activities must be processed in accordance with Escarosa grievance procedures.

#### **XXI. MAINTENANCE OF RECORDS**

All records pertinent to this agreement, including financial, participant, statistical, audit and property, supporting documentation, shall be retained for a period of five (5) years from the date of submission of the final expenditure report. If any litigation, claim, or audit is started before the expiration of the 5-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken. Client records shall be returned to Escarosa at the end of the contract for maintenance and storage.

## RECORD'S ACCESSIBILITY

Escarosa, Workforce Florida, Inc. (WFI), Department of Economic Opportunity (DEO), Department of Agriculture, and/or United States' duly authorized personnel have the right to access, examine, and make excerpts, copies or transcripts from all records pertaining to this contract, both fiscal and programmatic, at any time during the course of this contract or during the required retention period or as long as the records are retained, whichever is later.

## XXII. TRANSFER OF RECORDS

If the Contractor is not able to retain the necessary records, such records shall be transferred to Escarosa. Such records shall be transferred to Escarosa in an acceptable condition for storage.

## XXIII. SUB-AGREEMENTS

Sub-agreements are not applicable.

## XXIV. DEFINITIONS AND ACRONYMS

ABAWD	Able-bodied Adult without Dependents
BCC	Escambia County Board of County Commissioners
CONTRACTOR	Escambia County Board of County Commissioners
DCF	Florida Department of Children and Families
DEO	Florida Department of Economic Opportunity
ESCAROSA	Workforce Escarosa, Inc./CareerSource Escarosa
FSET	Food Stamp Employment and Training
ISS	Individual Service Strategy
SNAP	Supplemental Nutrition Assistance Program
USDA	United States Department of Agriculture
WFI	Workforce Florida, Inc./CareerSource Florida

## XXV. PERFORMANCE STANDARDS

Currently, there are no required performance standards; however, the BCC shall comply with program components stipulated by DEO and CareerSource Escarosa.

Should the state or federal government delete, add or change performance standards, any contract awarded will be modified to reflect those new state/federal performance requirements.

#### XXVI. DISALLOWED COSTS

Should disallowed costs be confirmed as determined by Escarosa, State, or Federal monitors, Escarosa will require BCC to reimburse Escarosa for those costs.

#### XXVII. PROGRAM INCOME

This section is not applicable under this contract.

#### XXVIII. NOTICE AND CONTRACT

The name and address of the manager responsible for Escarosa for this contract is:

Susan B. Nelms  
Executive Director  
Workforce Escarosa, Inc.  
3670 North "L" Street, 2<sup>nd</sup> Floor  
Pensacola, FL 32505  
Phone: (850) 473-0939  
FAX: (850) 473-0935

The name and address of the manager responsible for BCC for this contract is:

Tonya Gant  
Department of Neighborhood & Human Services  
221 Palafox Place  
Pensacola, FL 32502  
Phone: (850) 595-3123  
FAX: (850) 595-4431

In the event that different representatives are designated by either party after execution of this contract, notice of the name and address of the new representative will be rendered in writing to the other party and said notification attached to originals of this contract.

#### XXIX. SPONSORSHIP

When sponsoring a program financed wholly or in part by SNAP dollars, including funds obtained through this contract, the service provider assures that all notices, informational pamphlets, research reports, press releases, advertisements, descriptions of the sponsorship of the program and similar public notices prepared and released by the service provider shall include the statement "Sponsored by Escambia County Board of County Commissioners and CareerSource Escarosa" If the sponsorship reference is in written material, the

words CareerSource Escarosa shall appear in the same size letters or type as the name of the organization.

All printed materials distributed to the public shall include the statement “**equal opportunity employer/program**” and that “**Auxiliary aids and services are available upon request to individuals with disabilities.**”

#### XXX. PROCUREMENT OF SUPPLIES

Procurement procedures shall be in accordance with BCC’s procurement guidelines when purchasing necessary items for the administration of this contract.

#### XXXI. ATTACHMENTS

Attachments listed below, previously signed, are hereby incorporated and made a part of this contract:

- \*Budget Summary
- \*Anti-Lobbying Statement
- \*Civil Rights Act Statement
- \*Debarment, Suspension, and Other Responsibility Matters
- \*Sworn Statements of Public Entity Crimes
- \*American with Disabilities Act Facilities Assurance
- \*Drug Free Workplace
- \*Grievance Procedure Form

#### XXXII. ANTI-LOBBYING

No funds made available under SNAP shall be used for any political activity; lobbying of federal, state, or local legislatures; or to raise funds or to promote or oppose unionization. The contractor shall assure that no SNAP funds will be used to assist or deter union organizing.

#### XXXIII. COPYRIGHT STATEMENT

A. Contracting Agency shall have unlimited rights in:

1. Data first produced in the performance of this contract;
2. Form, fit, and function data delivered under this contract;
3. Data delivered under this contract (except for restricted computer software) that constitute manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for use under this contract; and

4. All other data delivered under this contract.

- B. Use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract.

#### XXXIV. CLEAN AIR ACT

The Contractor assures Escarosa that it shall comply with all applicable standards, orders, or requirements issued under Section 300 and 508 of the Clean Air Act, Executive Order 11738, and Environmental Protection Agency requirements.

#### XXXV. FLORIDA ENERGY POLICY AND CONSERVATION ACT

The BCC shall be familiar with and – where applicable – adhere with mandatory standards and policies relating to energy efficiency as discussed in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act, Florida Statute 366.80 - 366.85 and 403.519, while engaged in CWEP activities and under contract Workforce Escarosa.

#### XXXVI. PATENT RIGHTS CLAUSE

Escarosa shall have sole patent rights to any discovery or invention that arises or is developed in the course of or under this contract in regard to the services proposed and as implemented by the contractor.

#### XXXVII. SECTARIAN ACTIVITIES

BCC agrees that participants funded under SNAP shall not be employed on the construction, operation, or maintenance of so much of any facility as is used or to be used for sectarian instruction or as a place of religious worship. SNAP funds cannot be expended on the construction, operation, or maintenance of so much of any facility as is used or to be used for sectarian instruction or as a place of religious worship.

#### XXXVIII. CORRESPONDENCE/LETTERHEAD CLAUSE

All correspondence issued by the subcontractor to participants in the program must be pre-approved by the Escarosa Executive Director. Correspondence must be on Escarosa Career Center letterhead, which will be supplied by Escarosa to the subcontractor.

#### XXXIX. DAVID BACON ACT AS Amended. (40 U.S.C. 3141-3148)

This section is not applicable under this contract.



XL. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. 3701 – 3708)

This section is not applicable under this contract.

XLI. SARBANES-OXLEY ACT OF 2002

The Contractor will comply with the following requirements of the Sarbanes-Oxley Act of 2002:

It is illegal for any corporate entity to punish whistleblowers or retaliate against any employee who reports suspected cases of fraud or abuse (SOX, Section 1107, Section 1513 or Title 18, U.S.C.)

It is a crime to alter, cover up, falsify, or destroy any document that may be relevant to an official investigation (SOX, Section 1102, Section 1512 of Title 18, U.S.C.).

XXXIX. AUTHORIZATION FOR SIGNATURE

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed by their undersigned officials as duly authorized.

**ESCAMBIA COUNTY, FLORIDA**, a  
political subdivision of the State of Florida  
acting by and through its authorized  
Board of County Commissioners.

By: \_\_\_\_\_  
Grover C. Robinson, IV Chairman

Date: \_\_\_\_\_

ATTEST: PAM CHILDERS  
CLERK OF THE CIRCUIT COURT

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

**WORKFORCE ESCAROSA, INC.**  
**dba CAREERSOURCE ESCAROSA**

By: \_\_\_\_\_  
Susan B. Nelms, Executive Director

Date: \_\_\_\_\_

## Neighborhood & Human Services

### Supplemental Nutrition Assistance Program (SNAP) January 1, 2016 through June 30, 2016

Cost Center 370103

Category	Account Code	Amount
Salary & Wages	51201	47,985
FICA	52101	3,672
Retirement	52201	3,483
Insurance	52301	13,500
Worker's Compensation	52401	120
Travel/Per Diem	54001	1,000
Training	55501	2,240
Office Supplies	55101	1,000
	<b>TOTAL</b>	<b>73,000</b>

**\*\*There are no Indirect Costs associated with this grant.**



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

**AI-9684**

**County Administrator's Report 13. 28.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 01/21/2016

**Issue:** County Road (CR) 399 Traffic Calming at Portofino – Amendment to Interlocal Agreement

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

**Organization:** Public Works

**CAO Approval:**

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### **RECOMMENDATION:**

Recommendation Concerning the Amendment to the Interlocal Agreement between Escambia County, Florida, and the Santa Rosa Island Authority (SRIA) Relating to the Construction of the County Road 399 Traffic Calming at Portofino on Pensacola Beach - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the State of Florida, County of Escambia, Amendment to the Interlocal Agreement between Escambia County, Florida, and the Santa Rosa Island Authority (SRIA) relating to the construction of the County Road (CR) 399 Traffic Calming at Portofino Condominiums on Pensacola Beach:

A. Approve, subject to legal review and sign-off, the State of Florida, County of Escambia, Amendment to the Interlocal Agreement between Escambia County, Florida and the SRIA, relating to the construction of a Traffic Calming Zone on CR 399 adjacent to the Portofino Condominiums on Pensacola Beach;

B. Authorize the Chairman to sign the Amendment to the Interlocal Agreement, subject to legal review and sign-off; and

C. Upon approval of the Amendment to the Interlocal Agreement with the Santa Rosa Island Authority (SRIA), adopt the Resolution approving Supplemental Budget Amendment #061, Local Option Sales Tax Fund (352) in the amount of \$400,000, to recognize an additional contribution from the SRIA, and to appropriate these funds to be used for the CR 399 Traffic Calming Zone at Portofino on Pensacola Beach.

[Funding source: The Portofino Island Improvement Funds (PIIF), in the amount of \$400,000 will be deposited into the Fund 352 "LOST III", Cost Center 210119/56301, Project #16EN3424 (expenditure), Revenue Fund 352/337403, so that costs can be properly tracked]

**BACKGROUND:**

Meeting in regular session on April 23, 2015, the Board of County Commissioners approved Change Order #6 to the Baskerville Donovan, Inc., Contract PD 10-11.005 "Engineering and Surveying Services for the Pensacola Beach Master Plan." The Change Order in the amount of \$123,984.92 included \$92,204.99 for engineering services for the CR 399 Traffic Calming at Portofino Condominiums (Portofino) on Pensacola Beach. The traffic calming project will provide safety upgrades to the roadway segment adjacent to Portofino (800' east and west of the Portofino entrance) and the existing pedestrian crossing.

At the regular meeting on October 8, 2015, the BOCC approved an Interlocal Agreement (ILA) with the SRIA Board to transfer \$1,045,000 from the PIIF to fund the construction of the CR 399 Traffic Calming at Portofino. The construction bids for the CR 399 Traffic Calming at Portofino were opened on December 29, 2015, and there is the need for an additional \$359,801.69 to fully fund the construction phase of this project. Gulf Atlantic Constructors, Inc. (GAC) was the low bidder at \$1,135,083.35. The ILA establishes an additional \$400,000 to be transferred to the County, and any remaining balance upon completion of the project will be refunded to the SRIA PIIF.

Below is a quick breakdown:

GAC Bid		\$1,135,083.35
CEI - 12%		\$136,210.00
CST Contingencies - 10%		\$113,508.34
<u>Sign Allowance</u>		<u>\$20,000.00</u>
Total		\$1,404,801.69
<u>Less PIIF Transfer</u>		<u>\$1,045,000</u>
Difference		\$359,801.69

**BUDGETARY IMPACT:**

The Portofino Island Improvement Funds (PIIF), in the amount of \$400,000 will be deposited into Fund 352 "LOST III", Cost Center 210119/56301, Project #16EN3424 (expenditure), Revenue Fund 352/337403, so that costs can be properly tracked.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

Subject to Legal sign-off.

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

**IMPLEMENTATION/COORDINATION:**

Public Works Department will coordinate with SRIA staff and OMB staff.

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**Attachments**

Amendment to IA

Amendment to Agrmnt

Supplemental Budget Amndmt

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**STATE OF FLORIDA  
COUNTY OF ESCAMBIA**

**AMENDMENT TO THE INTERLOCAL AGREEMENT BETWEEN ESCAMBIA  
COUNTY, FLORIDA AND THE SANTA ROSA ISLAND AUTHORITY  
RELATING TO THE CONSTRUCTION OF A TRAFFIC CALMING ZONE ON  
COUNTY ROAD 399 ADJACENT TO THE PORTOFINO CONDOMINIUMS ON  
PENSACOLA BEACH**

**THIS IS THE FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT** (**"Amendment"**), entered into by and between the County of Escambia, a political subdivision of the State of Florida, (hereinafter, the **"County"**), acting through its Board of County Commissioners, and the Santa Rosa Island Authority, a dependent special district created under the Laws of Florida (hereinafter, the **"SRIA"**), acting through its governing Board.

**WITNESSETH:**

**WHEREAS**, the County and the SRIA have legal authority to perform general governmental services within their respective jurisdictions; and

**WHEREAS**, the County and the SRIA are authorized by §163.01, Florida Statutes, to enter into Interlocal Agreements and thereby cooperatively utilize their governmental powers and available resources in the most efficient manner possible; and

**WHEREAS**, on October 8, 2015, the parties previously entered into an Interlocal Agreement wherein the SRIA agreed to contribute funds to the County for the construction of a traffic calming zone on County Road 399 adjacent to the Portofino Condominiums on Pensacola Beach (hereinafter referred to as the **"Agreement"**); and

**WHEREAS**, the parties have mutually agreed to amend the Agreement as provided herein.

**NOW THEREFORE**, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the parties agree to amend the Agreement subject to the terms and conditions recited below.

1. The foregoing recitals are true and correct and incorporated herein by reference.
2. **Section 2. Responsibilities of the Parties.** is amended to reflect that the SRIA agrees to contribute an additional **\$400,000.00** of Island Improvement Funds for the construction of a traffic calming zone on County Road 399 adjacent to the Portofino Condominiums on Pensacola Beach for a total contribution in an amount not to exceed **\$1,455,000.00** of Island Improvement Funds. SRIA shall transfer said additional funds in a single lump sum payment.
3. It is expressly understood that this Amendment is subject to, and conditioned upon, the approval and execution of that certain Amendment to the Seventh Interim Agreement between the SRIA and Gary Work as Trustee of the Pensacola Beach Land Trust.
4. The parties hereby agree that all other provisions of the Agreement that are not in conflict with the provisions of this Amendment shall remain in full force and effect.

5. The Agreement and this Amendment shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue for any state or federal court action or other proceeding relating to any matter which is the subject of this Agreement and/or this Amendment shall be in Escambia County, Florida.

6. That this Amendment shall become effective when filed in the office of the Clerk of the Circuit Court of Escambia County, Florida. Upon execution by the Parties, the County shall be responsible for such filing.

**IN WITNESS WHEREOF**, the Parties hereto have made and executed this Amendment on the respective dates under each signature: Escambia County, Florida through its Board of County Commissioners, signing by and through its duly authorized Chairman and the Santa Rosa Island Authority, signing by and through its duly authorized Chairman.

**COUNTY:**

Board of County Commissioners  
Escambia County, Florida

By: \_\_\_\_\_  
Grover C. Robinson, IV, Chairman

Date: \_\_\_\_\_

ATTEST: Pam Childers  
Clerk of the Circuit Court

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

(Seal)

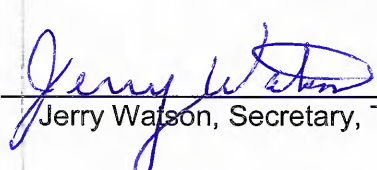
**SRIA:**

Santa Rosa Island Authority, a dependent special district created under the Laws of Florida, signing by and through its Chairman

By:  \_\_\_\_\_  
Dave Pavlock, Chairman

Date: \_\_\_\_\_

ATTEST:

By:  \_\_\_\_\_  
Jerry Watson, Secretary, Treasurer



copy

Amendment to Seventh Interim Agreement  
(Construction of a Traffic Calming Zone on State Road 399 Adjacent to the Portofino  
Condominiums on Pensacola Beach)

This Amendment to Seventh Interim Agreement (Construction of a Traffic Calming Zone on State Road 399 Adjacent to the Portofino Condominiums on Pensacola Beach) is effective 1/13, 2016, between the Santa Rosa Island Authority ("Authority") and Gary Work as Trustee of the Pensacola Beach Land Trust ("Lessee").

WHEREAS the parties are engaged in negotiations for the construction of a Traffic Calming Zone on State Road 399 Adjacent to the Portofino Condominiums on Pensacola Beach;

WHEREAS the parties agreed to that certain to Seventh Interim Agreement (Construction of a Traffic Calming Zone on State Road 399 Adjacent to the Portofino Condominiums on Pensacola Beach), which was effective September 23, 2015.

WHEREAS the parties desire to amend that certain Seventh Interim Agreement (Construction of a Traffic Calming Zone on State Road 399 Adjacent to the Portofino Condominiums on Pensacola Beach) to allow for up to an additional four hundred thousand dollars (\$400,000.00) of Island Improvement Funds, as defined herein, to be used for the construction of a Traffic Calming Zone on State Road 399 Adjacent to the Portofino Condominiums on Pensacola Beach in addition to the one million, fifty-five thousand (\$1,055,000.00) dollars of Island Improvement Funds agreed upon for the construction of a Traffic Calming Zone on State Road 399 Adjacent to the Portofino Condominiums per the Seventh Interim Agreement (Construction of a Traffic Calming Zone on State Road 399 Adjacent to the Portofino Condominiums on Pensacola Beach).

WHEREAS the parties have amended that certain Development Lease Agreement entered into between the Authority and Portofino on June 30, 1997, in Official Record Book 5100 at Page 675 of the public records of Escambia County, Florida ("Lease") to allow for the use of island improvement funds under Section IV D.2(a) of the Lease ("Island Improvement Funds"). The First Amendment to Development Lease Agreement dated April 13, 2011 is recorded at Official Record Book 6711 at Page 96 of the public records of Escambia County, Florida ("Amendment To Lease"); and,

WHEREAS the Lease and the Amendment to Lease are incorporated herein by reference.

WHEREAS the parties desire to memorialize the terms of the construction of a Traffic Calming Zone on State Road 399 Adjacent to the Portofino Condominiums on Pensacola Beach; and

WHEREAS the actual the construction of a Traffic Calming Zone on State Road 399 Adjacent to the Portofino Condominiums on Pensacola Beach shall be accomplished by Escambia County, Florida via an Interlocal Agreement and an Amendment to Interlocal Agreement between Escambia County, Florida and the Authority both of which are subject to the execution of this Amendment to Seventh Interim Agreement (Construction of a Traffic Calming Zone on State Road 399 Adjacent to the Portofino Condominiums on Pensacola Beach); and,

WHEREAS the parties agree that the Lessee and the Authority will not have approval rights under this Amendment to Seventh Interim Agreement (Construction of a Traffic Calming Zone on State Road 399 Adjacent to the Portofino Condominiums on Pensacola Beach) with respect to Escambia County, Florida's procurement of the

construction of a Traffic Calming Zone on State Road 399 Adjacent to the Portofino Condominiums on Pensacola Beach except as provided in the Interlocal Agreement and the Amendment to Interlocal Agreement between Escambia County, Florida and the Authority; and,

NOW, THEREFORE, for and in consideration of the premises and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree, covenant, consent, and approve as follows:

1. The recitals contained in the Preamble of this Amendment to Seventh Interim Agreement (Construction of a Traffic Calming Zone on State Road 399 Adjacent to the Portofino Condominiums on Pensacola Beach) are declared to be true and correct and are incorporated into this Amendment to Seventh Interim Agreement (Construction of a Traffic Calming Zone on State Road 399 Adjacent to the Portofino Condominiums on Pensacola Beach).
2. The Authority and the Lessee agree that the amounts to be withdrawn from the Island Improvement Funds, currently held by the Authority, shall be used for the construction of a Traffic Calming Zone on State Road 399 Adjacent to the Portofino Condominiums on Pensacola Beach.
3. The parties hereby agree that up to an additional four hundred thousand dollars (\$400,000.00) of Island Improvement Funds shall be used for the construction of a Traffic Calming Zone on State Road 399 Adjacent to the Portofino Condominiums on Pensacola Beach, in addition to the one million, fifty-five thousand (\$1,055,000.00) dollars of Island Improvement Funds agreed upon for the construction of a Traffic Calming Zone on State Road 399 Adjacent to the

Portofino Condominiums per the Seventh Interim Agreement (Construction of a Traffic Calming Zone on State Road 399 Adjacent to the Portofino Condominiums on Pensacola Beach).

4. The parties hereby agree that the Lessee and the Authority will not have approval rights under this Amendment to Seventh Interim Agreement (Construction of a Traffic Calming Zone on State Road 399 Adjacent to the Portofino Condominiums on Pensacola Beach) with respect to Escambia County, Florida's procurement of the construction of a Traffic Calming Zone on State Road 399 Adjacent to the Portofino Condominiums on Pensacola Beach except as provided in the Interlocal Agreement and Amendment to Interlocal Agreement between Escambia County, Florida and the Authority.

5. All costs incurred by the Authority and the Lessee, including the payment of each party's attorneys' fees, pursuant to this Amendment to Seventh Interim Agreement (Construction of a Traffic Calming Zone on State Road 399 Adjacent to the Portofino Condominiums on Pensacola Beach) with respect to Escambia County, Florida's construction of a Traffic Calming Zone on State Road 399 Adjacent to the Portofino Condominiums on Pensacola Beach shall be paid exclusively from Island Improvement Funds accrued pursuant to Section IV D.2.(a) of the Lease and the Amendment to Lease. The Authority shall pay each request for payment directly to the payee designated within the written request for payment within twenty (20) days of written request for payment submitted to the Authority.

6. Any Island Improvement Funds utilized for the construction of a Traffic Calming Zone on State Road 399 Adjacent to the Portofino Condominiums on

Pensacola Beach shall reduce the total sums to which Lessee is entitled under Section IV D.2. (a) of the Lease and the Amendment to Lease.

7. When all of the terms of this Amendment to Seventh Interim Agreement (Construction of a Traffic Calming Zone on State Road 399 Adjacent to the Portofino Condominiums on Pensacola Beach) are performed, this Amendment to Seventh Interim Agreement (Construction of a Traffic Calming Zone on State Road 399 Adjacent to the Portofino Condominiums on Pensacola Beach) shall terminate unless otherwise agreed by the parties.

8. Entering into this Amendment to Seventh Interim Agreement (Construction of a Traffic Calming Zone on State Road 399 Adjacent to the Portofino Condominiums on Pensacola Beach) does not commit either party to any further agreements or contracts relating to the use of Island Improvement Funds; nor is this Amendment to Seventh Interim Agreement (Construction of a Traffic Calming Zone on State Road 399 Adjacent to the Portofino Condominiums on Pensacola Beach) to be construed to amend the Lease or the Amendment to Lease in any way.

9. The parties agree that if the terms and conditions of this Amendment to Seventh Interim Agreement (Construction of a Traffic Calming Zone on State Road 399 Adjacent to the Portofino Condominiums on Pensacola Beach) are in dispute or require enforcement, then the prevailing party in any such dispute or enforcement action, administrative or judicial, shall be entitled to reimbursement of all reasonable attorneys' fees and costs relating to the dispute or enforcement action at trial and on appeal, including attorneys' fees and costs incurred

establishing the amount of attorneys' fees and costs to which the party is entitled. Venue for such action shall be exclusively in state courts of Escambia County, Florida.

10. The parties agree that this Amendment to Seventh Interim Agreement (Construction of a Traffic Calming Zone on State Road 399 Adjacent to the Portofino Condominiums on Pensacola Beach) may not be assigned without the mutual consent of both parties.

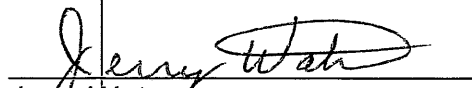
11. No term or provision hereof shall be deemed waived and no breach excused, unless such waiver or consent is in writing and signed by the party claimed to have waived or consented. No consent by any party to, or waiver of, a breach by the other party shall constitute a consent to, waiver of, or excuse of any other different or subsequent breach.

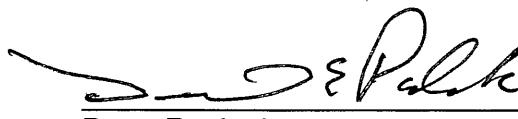
Gary Work as Trustee of  
The Pensacola Beach Land Trust

By: \_\_\_\_\_  
Its:

ATTEST:

SANTA ROSA ISLAND AUTHORITY

  
Jerry Watson  
Secretary/Treasurer

  
Dave Pavlock  
Chairman

Board of County Commissioners  
Escambia County  
Supplemental Budget Amendment Resolution

Resolution Number  
R2016-

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 amended the Interlocal Agreement with the SRIA providing additional funds for the CR399 Traffic calming at Portofino on Pensacola Beach, 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, 2016:

<u>LOST III</u>	<u>352</u>		
<b>Fund Name</b>	<b>Fund Number</b>		
<b>Revenue Title</b>	<b>Fund Number</b>	<b>Account Code</b>	<b>Amount</b>
SRIA Contribution	352	337403	\$400,000
<b>Total</b>			<b>\$400,000</b>

<b>Appropriations Title</b>	<b>Fund Number/Cost Center</b>	<b>Account Code/ Project Number</b>	<b>Amount</b>
Improvements Other Than Buildings	352/210119	56301/16EN3424	\$400,000
<b>Total</b>			<b>\$400,000</b>

NOW THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that the foregoing Supplemental Budget Amendment be made effective upon adoption of this Resolution.

ATTEST:  
PAM CHILDERS  
CLERK OF THE CIRCUIT COURT

BOARD OF COUNTY COMMISSIONERS  
OF ESCAMBIA COUNTY, FLORIDA

Grover C. Robinson, IV, Chairman

Deputy Clerk

Adopted

OMB Approved

Supplemental Budget Amendment  
#061





## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

**AI-9554**

**County Administrator's Report 13. 1.**

**BCC Regular Meeting**

**Discussion**

**Meeting Date:** 01/21/2016

**Issue:** Acquisition of Real Property for the Southwest Greenway Project

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

**Organization:** Public Works

**CAO Approval:**

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### **RECOMMENDATION:**

Recommendation Concerning the Acquisition of a Vacant Parcel of Real Property for the Southwest Greenway Project - Joy D. Blackmon, P.E., Public Works Department Director

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

A. The purchase of a vacant parcel of real property (approximately 17 acres), located on South Fairfield Drive, from Richard Pitman, for the Southwest Greenway Project, for the purchase price of \$50,000, which is above the appraised value of \$40,000, in accordance with the terms and conditions contained in the Contract for Sale and Purchase;

B. The Contract for Sale and Purchase for the acquisition of a vacant parcel of real property (approximately 17 acres) from Richard Pitman; and

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

[Funding Source: Fund 352, LOST III, Cost Center 220102, Project 08NE0028, Environmentally Sensitive Lands]

### **BACKGROUND:**

The Southwest Greenway and Trail System has been an ongoing County project for more than 10 years. Upon completion, the Southwest Greenway will extend west from Bayou Chico, along Jones Creek, through the Jones Swamp Preserve, into the Perdido Pitcher Plant Prairie Preserve, eventually south to Perdido Key and then to the Alabama state line.

Improvements east of Fairfield Drive are either complete or under construction. A rustic on-grade trail system exists west of Fairfield Drive, extending toward Blue Angel

Parkway, with a gap consisting of a single parcel that separates the existing east and west trail segments. The approximately 17 acre parcel, owned by Mr. Richard Pitman, is subject to a Gulf Power utility easement, but is otherwise vacant. When staff approached Mr. Pitman concerning the sale of an easement or the portion of the property necessary for the Southwest Greenway, Mr. Pitman indicated he would only be interested in selling the entire parcel. Staff obtained an appraisal from Sherrill Appraisal Company, which placed a value of \$40,000 on the property. Mr. Pitman was not amenable to an offer of the appraised value, but rather indicated he would not sell the property for less than \$50,000.

A title insurance commitment search revealed that there were several liens against any property owned by a Richard Pitman, Jr. Richard Pitman, Jr. is Richard Pitman's son, and who does not own or have any interest in the property the County is seeking to acquire from Richard Pitman. The title insurance underwriter is requiring an affidavit of non-identity to be executed by Richard Pitman, which Mr. Pitman has done.

Staff understands the Board's reluctance to pay above appraised value, so two other options of connecting the existing trail improvements without acquiring the Pitman property were evaluated. The two other options evaluated were: 1) bypassing the property to the North through the installation of a sidewalk along Fairfield Drive and Inez Road, or 2) bypassing the property to the South through the construction of elevated boardwalks and bridges to cross Jones Creek. The estimated cost of both alternative options was considerably more expensive, with the installation of sidewalks and elevated boardwalks costing approximately \$115,000 and \$320,000, respectively. The acquisition of the Pitman property also would allow for the future construction of a trailhead/parking area off Inez Road. The Florida Department of Transportation (FDOT) previously expressed concerns with permitting access directly to Fairfield Drive from existing County property due to limited visibility caused by a curve in the roadway.

After consideration of the above, staff presents this recommendation for Board consideration to approve the purchase of this approximately 17 acre vacant parcel for the acquisition price of \$50,000, which is above the appraised value of \$40,000 and subject to the terms and conditions contained in the Contract for Sale and Purchase.

#### **BUDGETARY IMPACT:**

Fund 352, LOST III, Cost Center 220102, Project 08NE0028, Environmentally Sensitive Lands.

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

The Contract for Sale and Purchase was approved as to form and legal sufficiency by Stephen West, Senior Assistant County Attorney. The County Attorney's Office will prepare the closing documents and conduct the closing for the purchase of this property.

#### **PERSONNEL:**

All work associated with this acquisition is being done in-house and no additional staff is required.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

These actions are consistent with the provisions of Section 46-139 of the Escambia County Code of Ordinances.

**IMPLEMENTATION/COORDINATION:**

Upon Board approval, staff will maintain compliance with Section 46-139 of the Escambia County Code of Ordinances.

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**Attachments**

Contract for Sale and Purchase

Appraisal

Affidavit

Parcel Information

Southwest Greenway Map

Pitman Property Infographic

Aerial Map

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## **CONTRACT FOR SALE AND PURCHASE**

This is a Contract for Sale and Purchase ("Contract"), between Richard Pitman, whose address is 7842 Chesterfield Road, Pensacola, Florida 32506 ("Seller"), and ESCAMBIA COUNTY, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose address is 221 Palafox Place, Pensacola, Florida 32502 ("Buyer").

1. **AGREEMENT.** Seller agrees to sell and Buyer agrees to buy the real property and improvements described in Exhibit A (the "Property") upon the terms and conditions stated in this Contract. Authorization for this purchase was obtained during a duly advertised meeting of the Board of County Commissioners held on \_\_\_\_\_, 2015.

2. **PURCHASE PRICE; PAYMENT.** The purchase price is \$50,000 (fifty thousand dollars) payable to Seller at closing.

3. **TIME FOR ACCEPTANCE; EFFECTIVE DATE; FACSIMILE.** If the Contract is not executed by and delivered to all parties, or fact of execution communicated in writing between the parties, the Contract will be null and void. A facsimile copy of the Contract and any signatures on the Contract will be considered for all purposes as originals. The effective date ("Effective Date") of the Contract is the date when the last party signs the Contract.

4. **TITLE EVIDENCE.** Within thirty (30) days from the Effective Date of this Contract, Buyer shall examine title to the Property. If the title is found to be defective in Buyer's opinion, Buyer shall notify Seller in writing specifying the defects, and Seller shall have one hundred twenty (120) days from receipt of notice within which to cure the defects and the date for closing shall be accordingly extended. If Seller is unsuccessful in removing the defects within that time to Buyer's reasonable satisfaction, Buyer shall have the option of either (i) accepting title as it then is, including the title defect, or (ii) terminating this Contract, whereupon Buyer and Seller shall be released for all obligations under the Contract.

5. **SELLER'S AFFIDAVITS AS TO UNRECORDED MATTERS, POSSESSION AND MECHANIC'S LIENS.** Subject to any provisions in the Contract to the contrary, Seller must furnish to Buyer at closing affidavits in a form acceptable to the Buyer and sufficient to remove standard printed exceptions to title in an owner's policy of title insurance regarding (i) unrecorded matters (except for taxes not yet due and payable and special assessments not shown by the public records), (ii) parties in possession, except for the rights of tenants, if any, as tenants only, in possession and occupancy of the Property under written leases which have been furnished to Buyer by Seller and accepted by Buyer in writing, and (iii) mechanic's liens. Seller represents to Buyer that there are and at closing there will be no tenants or lessees occupying the Property or any portion of the Property. The Seller's Affidavits must contain information required for completion of Internal Revenue Service 1099 Form and a FIRPTA disclosure.

6. **COSTS AND EXPENSES.** Seller and Buyer will pay costs and expenses as follows: prorated ad valorem taxes and assessments (Seller); Deed Documentary Stamp Tax (Seller); Survey (Buyer); Title Insurance (Buyer); Recording of Deed (Buyer); Buyer's Attorney's Fees (Buyer);

Seller's Attorney's Fees (Seller); Environmental Assessment (Buyer), costs to cure title defects and encumbrances on title (Seller).

7. **BROKERS.** Neither Buyer nor Seller have utilized the services of, or for any other reason owes compensation to, a licensed real estate broker.

8. **TAXES AND ASSESSMENTS.** All real estate taxes and assessments which are or which may become a lien against the Property must be satisfied by Seller at closing. In the event the closing occurs between January 1 and November 1, Seller must, in accordance with Section 196.295, Florida Statutes, place in escrow with the county tax collector an amount equal to the current taxes prorated to the date of transfer, based upon the current assessment and millage rates on the Property. In the event the closing occurs on or after November 1, Seller must pay to the tax collector an amount equal to the taxes that are determined to be legally due and payable.

9. **CONVEYANCE AND TRANSFER OF TITLE.** Seller shall convey title to the Property by Warranty Deed.

10. **CLOSING.** This transaction will be closed and the Warranty Deed and other closing documents prepared by the Office of the County Attorney, 221 Palafox Place, Suite 430, Pensacola, Florida 32502. Closing shall occur on or before thirty (30) days from the Effective Date of this Contract unless the date for closing is extended by mutual agreement of the parties or as otherwise provided in this Contract.

11. **CLOSING PROCEDURE; DISBURSEMENT OF PROCEEDS OF SALE.** At closing, Seller shall deliver the Warranty Deed and the proceeds of the sale will be disbursed to Seller in accordance with a settlement statement signed by both parties.

12. **FAILURE OF PERFORMANCE.** If Buyer fails or refuses to perform the Contract and Seller is not in default under this Contract, Seller will receive the deposit/earnest money, if any, plus all interest accrued, and other reasonable costs incurred by the Seller in reliance on the Contract, to be paid by Buyer as liquidated damages, consideration for the execution of the Contract and in full settlement of any claims for damages and as Seller's sole remedy under the Contract and Seller has no rights of specific performance. If Seller fails or refuses to perform the Contract for any reason and Buyer is not in default under the Contract, (i) Buyer may proceed in law or in equity to enforce Buyer's rights under the Contract, or (ii) Buyer may elect to terminate the Contract and to receive the return of Buyer's deposit, plus interest earned, and reimbursement from Seller for all costs and expenses Buyer incurred with regard to the Contract in full settlement of any claims for damages.

13. **ATTORNEYS' FEES; COSTS.** Each party shall be responsible for their own attorneys' fees and costs in connection with any litigation or other dispute resolution proceeding.

14. **SURVIVAL.** All representations and warranties contained in the Contract and any provision of the Contract which by their nature and effect are required to be observed, kept or performed after closing, (i) survive closing and the delivery of the Warranty Deed, and (ii) remain binding upon and for the benefit of the parties to the Contract, their respective successors and

assigns, until fully observed, kept or performed.

15. **ASSIGNABILITY.** Buyer and Seller cannot assign the Contract or rights under the Contract without the express written consent of the other.

16. **RISK OF LOSS.** The risk of loss to the Property is the responsibility of Seller until closing.

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

18. **OTHER AGREEMENTS.** No prior or present agreements or representations are binding upon Buyer or Seller unless included in the Contract. No modification or change in the Contract are valid or binding upon the parties unless in writing and executed by the parties to be bound.

19. **NOTICES.** Any notice or demand to be given or that may be given under this Contract must be in writing and delivered by hand or delivered through the United States mail to:

**TO BUYER:**

Office of the County Engineer  
Real Estate Division  
3363 West Park Place  
Pensacola, Florida 32505

**TO SELLER:**

Richard Pitman  
7842 Chesterfield Road  
Pensacola, Florida 32506

**WITH A COPY TO:**

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

20. **COUNTERPARTS.** The Contract will be executed in duplicate counterparts, both of which taken together constitute one and the same instrument and any party or signatory may execute the Contract by signing a counterpart.

21. **THIRD PARTY LEASES AND CONTRACTS.** Seller shall at closing furnish to Buyer releases from any mortgage or existing leases.

22. **SURVEY.** Buyer may obtain a survey at its own expense. If Buyer prepares a survey and objectionable items are disclosed, objectionable matters will be viewed as title defects and the provisions of Paragraph 4 shall apply.

23. **INSPECTION OF PROPERTY.** Upon reasonable notice and without disruption of Seller's current use of the Property, Buyer may have subsurface investigations and environmental audits of the Property made by qualified geotechnical and environmental engineers sufficient in the judgment of the inspecting engineer to ascertain whether or not the Property meets the standards acceptable to Buyer. In the event that the report indicates that the Property does not meet Buyer's standards, Buyer, by notice to Seller on or before 10 days prior to closing, has the option of terminating the Contract and Seller agrees to return any deposit paid by Buyer. Seller warrants that there are no facts known to Seller materially affecting the value of the Property, which are not readily observable by Buyer or which have not been disclosed to Buyer.

24. **ACCESS.** Upon prior notice to Seller, Buyer and Buyer's agents and representatives shall have the right to access the Property at any reasonable time prior to closing for the purpose of making the investigations, environmental audits, inspections and surveys authorized by the Contract, provided neither Buyer nor its agents interfere with the use of the Property by Seller or its employees or customers.

25. **OCCUPANCY AND POSSESSION.** Seller warrants delivery of possession of the Property to Buyer at closing.

26. **CONDEMNATION.** Seller conveys by sale the Property for public use and waives any right to compensation for the Property other than as provided for in the Contract. If at any time prior to closing, the Property or any portion of the Property is taken by the exercise of eminent domain by another entity possessing those powers or if any preliminary steps in any taking by eminent domain of all or any portion of the Property occurs prior to closing, Buyer may, at Buyer's option, within 10 days after notice of this fact from Seller, rescind the Contract and Seller must return any deposit paid under the Contract to Buyer. Upon refund of the deposit, plus any interest earned, Buyer and Seller are released, as to one another, of all further obligations under the Contract. Seller shall notify Buyer of any taking by eminent domain and all steps preliminary to any taking immediately upon Seller's knowledge of the occurrence. If Buyer does not exercise Buyer's option to rescind under this Paragraph, the Contract remains in full force and effect. In this event Seller, (i) shall pay to Buyer at closing all proceeds previously received by Seller from the condemning authority, and (ii) shall assign to Buyer at closing all proceeds to be paid by the condemning authority after closing by an instrument of assignment in a form reasonably acceptable to Buyer.

27. **FOREIGN INVESTMENT AND REAL PROPERTY TAX ACT (FIRPTA) AFFIDAVIT.** Seller agrees to furnish to Buyer at closing a transferor's certification disclosing under penalty of perjury Seller's foreign or non-foreign status and Seller's United States federal identification number. The certification must be, (i) in a form acceptable to Buyer, and (ii) if Buyer has non-foreign status, in a form meeting the requirements of Section 1445(a) of the Internal Revenue Code of 1986, as amended, and the Regulations under Section 1445(a).



THIS CONTRACT IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING.

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

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

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

ATTEST: Pam Childers  
Clerk of the Circuit Court

Deputy Clerk

BCC Approved: \_\_\_\_\_

~~Steven Barry, Chairman~~  
Grover C. Robinson, IV, CHAIRMAN

Date: \_\_\_\_\_

Approved as to form and legal  
sufficiency.

SELLER:

By/Title: Richard Pitman, Not. County Atty.  
Date: Nov. 23, 2015

Larry Goodwin  
Witness

LARRY GOODWIN  
Print Name

Kara P. Johnson  
Witness

Kara P. Johnson  
Print Name

Richard Pitman  
Richard Pitman

Date: 9-29-2015

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 29 day of SEPTEMBER,  
2015, by Richard Pitman. He ( ) is personally known to me, ( ☒ ) produced current  
FL. DRIVERS LICENSE as identification.

Larry Goodwin  
Signature of Notary Public

(Notary Seal)

Printed Name of Notary Public



### **EXHIBIT "A"**

A parcel of land being a portion of Section 21, Township 2 South, Range 31 West, Escambia County, Florida, more particularly described as follows:

Commencing at the Southwest corner of Section 21, Township 2 South, Range 31 West, Escambia County, Florida; thence South  $88^{\circ} 16' 00''$  East, along the South line of said Section 21, a distance of 1295.60 feet; thence North  $01^{\circ} 46' 47''$  East a distance of 1650.00 feet; thence South  $88^{\circ} 15' 58''$  East a distance of 60.00 feet for the Point of Beginning; thence continue South  $88^{\circ} 15' 58''$  East a distance of 196.14 feet to the Northeasterly right of way line of a 250.00 foot wide Gulf Power Company easement; thence South  $43^{\circ} 25' 54''$  East along said Northeasterly right of way line of 250.00 foot wide Gulf Power Company easement, a distance of 1731.85 feet; thence South  $46^{\circ} 34' 06''$  West a distance of 450.00 feet; thence North  $43^{\circ} 25' 54''$  West a distance of 1561.52 feet; thence North  $01^{\circ} 46' 47''$  East a distance of 439.21 feet to the Point of Beginning. Less that portion of said property lying within the confines of the chain link fence at the Northeast corner of the above described property as shown on the boundary survey by Andrew Starkey, P.L.S., of the above described property.

**APPRAISAL REPORT**

**OF A**

**VACANT RESIDENTIAL LAND PARCEL**

**LOCATED**

**INEZ ROAD**  
**PENSACOLA, ESCAMBIA COUNTY, FLORIDA 32506**

**EXCLUSIVELY FOR**

**ESCAMBIA COUNTY PUBLIC WORKS DEPARTMENT**

**AS OF**

**FEBRUARY 18, 2015**

**BY**

**CHARLES C. SHERRILL, JR., MAI**  
**STATE CERTIFIED GENERAL APPRAISER #RZ1665**

**410 EAST GOVERNMENT STREET**

**PENSACOLA, FLORIDA**

**32502**

## **APPRAISAL REPORT**

*The three traditional approaches to value income-producing properties are the Cost Approach, the Sales Comparison Approach, and the Income Capitalization Approach. Based upon the type and specific characteristics of the subject property, the Cost and Income Capitalization Approaches were not considered to be appropriate for this valuation. Accordingly, the appraiser did not perform these two particular approaches to value the subject property. The subject property is a vacant residential land parcel with no leases in place. Buyers of this type of property in the local market typically rely most heavily on the Sales Comparison Approach in making buying decisions. Additionally, recent sales activity of similar type properties in the local market is considered to be sufficient to produce credible results. Lastly, this appraisal process is concluded to be adequate based upon the intended use of this appraisal. Accordingly, the appraiser has determined that the performing of the Sales Comparison Approach in this appraisal process is sufficient to achieve credible assignment results based primarily upon the intended use of this appraisal. The appraiser has clearly identified and explained the scope of work for this assignment within this appraisal report.*

*This is an Appraisal Report which is intended to comply with the reporting requirements set forth under Standards Rule 2-2(a) of the Uniform Standards of Professional Appraisal Practice. As such, it clearly and accurately sets forth the appraisal in a manner that will not be misleading; contains sufficient information to enable the intended users of the appraisal to understand the report properly; and clearly and accurately discloses all assumptions, extraordinary assumptions, hypothetical conditions, and limiting conditions used in the assignment. The depth of discussion contained in this report is specific to the needs of the client and for the intended use stated within this report. The appraiser is not responsible for the unauthorized use of this appraisal report.*

*The subject property consists of a vacant 17.5-acre residential land parcel that is located on Inez Road in Escambia County, Florida. The client is considering the purchase of the property at a yet-undetermined price. It appears that a majority of the subject parcel may consist of wetlands. It is hereby recommended to the client that a wetlands survey of the property be prepared by a qualified expert to ascertain the extent of wetlands on the subject property.*

*Additionally, the subject tract is encumbered by a 250-foot wide Gulf Power Company utility easement with above-ground electrical transmission lines. It should be noted that presumed presence of wetlands and the utility easement with above-ground power lines are unfavorable property characteristics which significantly affect the marketability and overall value of the subject parcel.*

**CLIENT:**

Escambia County Public Works Department  
Attention: Mr. Larry Goodwin  
Real Estate Acquisition Supervisor  
3363 West Park Place  
Pensacola, FL 32505

**APPRAISER:** Charles C. Sherrill, Jr., MAI  
State Certified General Appraiser #RZ1665  
Sherrill Appraisal Company  
410 East Government Street  
Pensacola, FL 32502

**APPRAISAL FILE NUMBER:** N215-0068

**PROPERTY LOCATION:** Inez Road, Pensacola, Escambia County, Florida  
32506

**PROPERTY TYPE:** Vacant Residential Land Parcel

**REPORTED PROPERTY OWNER:** Richard Pitman

**TAX ACCOUNT NUMBER:** 09-4545-100

**PARCEL IDENTIFICATION NO.:** 21-2S-31-6101-000-001

**CURRENT PROPERTY  
TAX ASSESSMENT:** \$12,825; There are no delinquent taxes due on the  
property as the current (2014) tax bill has been paid.

**LEGAL DESCRIPTION:** A legal description of the subject property obtained  
from the Escambia County Property Appraiser's  
Office is presented in the addendum of this  
appraisal report.

**ZONING CLASSIFICATIONS:** R-4; Multiple-Family Residential (Medium Density) and  
SDD; Special Development District

**FUTURE LAND USE  
CLASSIFICATION:** MU-U; Mixed Use Urban

**TYPE AND DEFINITION OF VALUE:** The purpose of this appraisal is to provide the  
appraiser's best estimate of the market value of the  
subject real property as of the effective date.  
Market value is defined by the federal financial  
institutions regulatory agencies as well as the Office  
of the Comptroller of the Currency, as "the most  
probable price which a property should bring in a  
competitive and open market under all conditions  
requisite to a fair sale, the buyer and seller each  
acting prudently and knowledgeably, and assuming  
the price is not affected by undue stimulus".  
Implicit in this definition is the consummation of a  
sale as of a specified date and the passing of title  
from seller to buyer under conditions whereby:

**TYPE AND DEFINITION  
OF VALUE (CONT'D):**

- (1) buyer and seller are typically motivated;
- (2) both parties are well informed or well advised, and acting in what they consider their own best interests;
- (3) a reasonable time is allowed for exposure in the open market;
- (4) payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

**INTENDED USER OF  
APPRAISAL REPORT:**

Escambia County Public Works Department; No other party is entitled to rely upon this report without written consent of the appraiser.

**INTENDED USE OF  
APPRAISAL REPORT:**

For the sole purpose of assisting the client, the Escambia County Public Works Department, in internal business decisions concerning the possible purchase of the subject property. No other party is entitled to rely upon this report without written consent of the appraiser.

**OWNERSHIP INTEREST VALUED:**

Fee Simple Title (defined as absolute ownership unencumbered by any other interest or estate; subject only to the limitations of eminent domain, escheat, police power, taxation, and/or any easements that may have been present on the property).

**DATE OF PROPERTY INSPECTION:** February 18, 2015

**EFFECTIVE DATE OF VALUE:** February 18, 2015

**DATE OF APPRAISAL REPORT:** February 26, 2015

**FINAL ESTIMATE OF VALUE:** \$40,000 (Subject to attached assumptions and limiting conditions).



## **SCOPE OF WORK PERFORMED IN THIS APPRAISAL ASSIGNMENT:**

The three traditional approaches to value income-producing properties are the Cost Approach, the Sales Comparison Approach, and the Income Capitalization Approach. Based upon the type and specific characteristics of the subject property, the Cost and Income Capitalization Approaches were not considered to be appropriate for this valuation. Accordingly, the appraiser did not perform these two particular approaches to value the subject property. The subject property is a vacant residential land parcel with no leases in place. Buyers of this type of property in the local market typically rely most heavily on the Sales Comparison Approach in making buying decisions. Additionally, recent sales activity of similar type properties in the local market is considered to be sufficient to produce credible results. Lastly, this appraisal process is concluded to be adequate based upon the intended use of this appraisal. Accordingly, the appraiser has determined that the performing of the Sales Comparison Approach in this appraisal process is sufficient to achieve credible assignment results based primarily upon the intended use of this appraisal. The appraiser has clearly identified and explained the scope of work for this assignment within this appraisal report.

In performing this appraisal of the subject property, Charles C. Sherrill, Jr., MAI, inspected the subject property, reviewed an aerial photograph, a flood zone map, a topographical map, a wetlands map, and a soil map that depict the subject parcel, performed a telephone interview with the owner of the property, and gathered information from the subject's neighborhood or similar competitive neighborhoods in the local area on comparable land sales. This information was applied in the Sales Comparison Approach to value the subject land tract.

This narrative appraisal report is the result of these processes. This Appraisal Report is intended to comply with the reporting requirements set forth under Standards Rule 2-2(a) of the Uniform Standards of Professional Appraisal. The depth of discussion contained in this report is specific to the needs of the client and for the intended use stated above. The appraiser is not responsible for unauthorized use of this report.

## **DESCRIPTION OF REAL ESTATE APPRAISED:**

**Location Description:** Known as the "City of Five Flags," Pensacola is the western-most city in the panhandle of Florida. Pensacola, the county seat, is located in the extreme southern portion of Escambia County. Escambia County encompasses 661 square miles of land and an additional 64,000 acres of waterways. Escambia County has experienced steady growth during its history as it represents the economic center for Northwest Florida. Its location generally bordering the Gulf of Mexico and three bays has resulted in outward growth in certain directions over the years. These growth areas include such neighboring cities/communities as Gulf Breeze, Milton, Pace, and Navarre (in Santa Rosa County), as well as the northern vicinity of Pensacola.

According to recent (2012) statistics from the U. S. Census Bureau, there are 305,817 residents in Escambia County, which ranked 19th in county population in Florida. Escambia County's population increased at a rate of 2.8 percent in the previous 3 years, and this gradual increase is anticipated for the near-term future. Escambia County has a diversified economic base which includes tourism, military (U. S. Navy), and a strong service sector. The area has a current unemployment rate of 5.9 percent, which is slightly below the state and national averages.

The quality of life afforded by the mild climate and abundant recreational activities and rich history and culture is an added feature that attracts new industries to the area. The availability of office and manufacturing facilities and an educated workforce give Escambia County the ideal catalyst for future growth and prosperity. Overall, the area's moderate anticipated population growth, diversified work force, and abundance of recreational activities provide for a relatively stable near-term outlook for this metropolitan area.

**Neighborhood Description:** The subject property is located outside the city limits of Pensacola in a mixed residential and commercial area. The subject neighborhood boundaries are generally defined as Lillian Highway on the north, Navy Boulevard on the east, Bayou Grande on the south, and Blue Angel Parkway on the west. Land uses in the immediate area include retail establishments, offices, convenience stores, strip shopping centers, restaurants, banks, automobile service garages, apartments, residences, mobile homes, warehouses, mini-warehouses, churches, and lounges. The neighborhood is convenient to churches, shopping facilities, schools, medical facilities, recreational facilities, and other major sources of employment. No adverse neighborhood conditions were observed by the appraiser.

**Summary of Local Residential Real Estate Market:** After a number of years of steady growth in the local residential acreage market (as well as other sectors), the health of the market weakened during 2006 to 2011. Demand for residential acreage declined in the local market during that time period due to weakened economic conditions which resulted in an oversupply of inventory. The net result of this market weakness was a decline in property foreclosures and land prices, and extended marketing periods. However, the market began to stabilize in 2012, and it has generally increased slowly since that time. It is concluded that the local market, as well as the subject property, should continue this recent stable trend and/or experience slight improvement in the foreseeable future.



**Property Description:** The subject property is located on Inez Road, just west of South Fairfield Drive. The property is situated immediately adjacent to office/warehouse facilities and vacant land tracts. The interior subject parcel is somewhat irregular in shape. The site has an estimate of approximately 171 feet of frontage on the south side of Inez Road which provides access to the nearby South Fairfield Drive. The tract has a width of 450 feet and an extensive depth of approximately 1,750 feet. According to the Escambia County Property Appraiser's Office, the property contains 17.5 acres.

The property is fairly level to gently sloping, and a majority of the tract is cleared of trees. The southwestern boundary is moderately wooded. The utilities available to the site are considered to be adequate. Access to the property is concluded to be adequate, but the tract has limited road frontage.

The subject parcel extends southerly to Jones Creek, and this portion of the tract is fairly low-lying. It appears that a majority of the parcel is located within a designated flood area (Flood Zone AE; Flood Panel Map Nos. 12033C0364G and 12033C0368G). Additionally, it is concluded from an unofficial review of a wetlands map available from the Escambia County GIS that a majority (all but the northwestern portion) of the subject parcel is comprised of wetlands. It is hereby recommended to the client that a wetlands survey of the property be prepared by a qualified expert to ascertain the extent of wetlands on the subject property.

As previously mentioned, the subject tract is encumbered by a 250-foot wide Gulf Power utility easement. As a result, overhead transmission lines extend across the entire parcel, and development of structures on the property is restricted.

The primary soil type present on the parcel is Croatan and Pickney Soils. This soil type is very poorly-drained and subject to ponding for several months during most years. This soil classification is not suited to cultivated crops, woodland, urban uses, or recreational activities due to its wetness and ponding.

A majority of the subject property (to the north) is zoned R-4; Multiple-Family Residential/Medium-High Density under the zoning ordinances of Escambia County. This zoning district is intended to provide for the development of medium high density residential uses and structures. Development within this district is designed to encourage the efficient use of land and maintain a buffer between lower density residential and business, commercial, and industrial districts. Permitted uses within the R-4 zoning district include single-family residential detached dwellings and their customary accessory structures, single and multiple-family residential attached dwellings including duplexes and townhouses, building clusters, and zero lot line developments, public utility distribution and/or collection facilities and structures, private marinas, residential docks and piers, boarding and lodging houses, community residential homes, nursing homes, retirement homes, convalescent homes, adult congregate living facilities, kindergartens, child care centers, and foster care centers.

The remaining portion of the subject property (towards its southern boundary) is zoned SDD; Special Development District under the zoning ordinances of Escambia County. This zoning district is intended to conserve and protect environmentally sensitive areas that have natural limitations to development. These areas have certain ecological functions which require performance standards for development.

**Property Description (Cont'd):** Permitted uses within this SSD District include such uses as single family dwelling units and their customary accessory structures (including single family detached, duplex and triplex structures and mobile homes), home occupations, horticulture, floriculture, greenhouses, mariculture, aquaculture, areas for display and the sale of fruit, vegetables, and similar agricultural products, the growing of crops and plants, private stables, and certain major public utility and service structures.

In summary, the subject property consists of a 17.5-acre land tract that is zoned primarily for multiple-family residential usage. However, the developability and overall value of the subject property are considered to be negatively affected by the apparent presence of wetlands and the utility easement with overhead electric transmission lines on the tract.

#### **SALES HISTORY OF SUBJECT PROPERTY:**

According to the public records, the subject property was acquired by the current owner prior to 2004. The appraiser is unaware of any sales transactions of the property in the five years preceding the effective date of this valuation. No current listings, options, or agreements of sale of the subject property were discovered by the appraiser in the course of this analysis. However, the client is considering the purchase of the subject property at a yet undetermined price.

## **HIGHEST AND BEST USE:**

**Highest and best use as vacant.** The legally permissible uses of the front approximately two-thirds of the subject parcel (zoned R-4) include single-family residential detached dwellings and their customary accessory structures, single and multiple-family residential attached dwellings including duplexes and townhouses, building clusters, and zero lot line developments, public utility distribution and/or collection facilities and structures, private marinas, residential docks and piers, boarding and lodging houses, community residential homes, nursing homes, retirement homes, convalescent homes, adult congregate living facilities, kindergartens, child care centers, and foster care centers. However, the developability of this portion of the property is limited as a result of the utility easement and existing power lines on the tract.

The legally permissible uses of the remainder of the subject (zoned SSD) include such uses as single family dwelling units and their customary accessory structures (including single family detached, duplex and triplex structures and mobile homes), home occupations, horticulture, floriculture, greenhouses, mariculture, aquaculture, areas for display and the sale of fruit, vegetables, and similar agricultural products, the growing of crops and plants, private stables, and certain major public utility and service structures.

Based upon the presence of wetlands on a majority of the property, the utility easement, and the electrical transmission lines that are improved on the parcel, the highest and best use of the property as vacant is a conservation use. This conclusion is fairly consistent with the use of the neighboring parcels located in the vicinity of Jones Creek like the subject.

## SUMMARY OF LAND VALUATION ANALYSIS:

A summary of the data pertaining to vacant land sales and offerings considered to be similar to the subject is presented below. Detailed information pertaining to each of these comparables, aerial photographs and site plans, and a location map are presented at the conclusion of this appraisal report

<u>RECORD</u> <u>NO.</u>	<u>LOCATION</u>	<u>DATE OF</u> <u>SALE</u>	<u>SALE</u> <u>PRICE</u>	<u>ACRES</u>	<u>PRICE/</u> <u>ACRE</u>
7419	9900 Sorrento Road	11/21/14	\$59,000	17	\$3,470.59
7179	Pond Valley Drive (Current Offering)	02/18/15	\$29,500	8.13	\$3,628.54
7420	300 South Crow Road	06/10/13	\$35,000	5.0	\$7,000.00
7421	9700 North Loop Road	02/12/14	\$120,000	13.11	\$9,153.32

The above land sales represent properties considered generally comparable to the subject. These parcels range in size from 5 to 17 acres, which is smaller than the size of the subject. All but one contain wetlands, and their developability is limited like that of the subject. Each is located throughout the general subject area. These comparables range in price from \$29,500 to \$120,000, which equates to a broad unit price of \$3,470 to \$9,153 per acre.

In this analysis, price adjustments were considered for such dissimilarities as property rights conveyed, atypical financing, conditions of the sale, market conditions (time), location, land size, shape, access/road frontage, topography, utilities availability, zoning, and easements/permitted uses. After these necessary price adjustments were made for these dissimilarities, when compared to the subject, a broad unit value of \$1,596 to \$3,661 per acre results for the subject. It should be noted that this indicated value range is the result of considerable price adjustments that were made due to the highly differing physical characteristics of the comparables and the subject property.

In placing equal weight on each of the three sales, a unit value towards the middle to lower end of the above particular range is concluded to be appropriate for the subject. Therefore, a value of \$2,300 per acre is estimated for this valuation. Although this concluded unit value is below the unadjusted unit price range of the comparables, it is considered to be reasonable based primarily upon the unfavorable developability of the subject property (due to zoning and the easement).

The estimated value of the subject property from this sales comparison analysis is shown below. A grid summarizing the price adjustments is presented on the following page of this appraisal report.

$$\begin{array}{rclclcl} 17.5 \text{ ACRES} & \times & \$2,300/\text{ACRE} & = & \$40,250 \\ & & \text{ROUNDED:} & & \underline{\underline{\$40,000}} \end{array}$$

The above total land value estimate is within the total sales price range of \$29,500 to \$120,000 that is indicated by the above comparables. Although this represents the lower end of the indicated range, it is concluded to be reasonable based upon the overall characteristics of the subject property.

c14-0068L

**SUMMARY OF LAND SALES ADJUSTMENTS**

	Comp. No. 1	Comp. No. 2	Comp. No. 3	Comp. No. 4
Index Number	7419	7179	7420	7421
Total Sales Price	\$59,000	\$29,500	\$35,000	\$120,000
Land Size (Acres)	17.00	8.13	5.00	13.11
Price Per Acre	\$3,470.59	\$3,628.54	\$7,000.00	\$9,153.32
<u>Price Adjustments</u>				
Property Rights Conveyed	0%	0%	0%	0%
Adjusted Unit Price	\$3,470.59	\$3,628.54	\$7,000.00	\$9,153.32
Atypical Financing Terms	0%	0%	0%	0%
Adjusted Unit Price	\$3,470.59	\$3,628.54	\$7,000.00	\$9,153.32
Conditions of Sale *	15%	0%	0%	0%
Adjusted Unit Price	\$3,991.18	\$3,628.54	\$7,000.00	\$9,153.32
Market Conditions (Time)	0%	0%	0%	0%
Adjusted Unit Price	\$3,991.18	\$3,628.54	\$7,000.00	\$9,153.32
<u>Adjustments- Physical Characteristics</u>				
Location	--	--	--	--
Size of Land	--	-10%	-10%	--
Shape of Parcel	-5%	--	-5%	-5%
Access/Road Frontage	-5%	--	-5%	-5%
Topography	--	--	--	--
Utilities Availability	--	--	--	--
Zoning/Permitted Uses (Easements)	-50%	--	-50%	-50%
Other Features	--	--	--	--
Cumulative Adjustments	-60%	-10%	-70%	-60%
Adjusted Price Per Acre	\$1,596.47	\$3,265.68	\$2,100.00	\$3,661.33
	(Listing)			

Note: Unit price of Comparable No. 1 was adjusted upward to reflect grantor's atypical motivation to sell.

## **RECONCILIATION AND VALUE CONCLUSION:**

For this valuation of the subject land parcel, only the Sales Comparison Approach was performed. Accordingly, the market value of the fee simple title in the subject property as of February 18, 2015, based upon the appraisal assumptions and limiting conditions that are presented on the following pages, is estimated to be \$40,000. **As mentioned, this appraisal was prepared for the exclusive use by Escambia County Public Works Department.**

As previously mentioned, exposure time is defined by USPAP as the estimated length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal. It is a retrospective opinion based on an analysis of past events assuming a competitive and open market. The property sales indicated that the exposure time (i.e., the length of time the subject property would be exposed for sale in the market had it sold at the market value concluded in this analysis as of the date of this valuation) would be approximately 12 months. The estimated marketing time (i.e., the amount of time it would probably take to sell the subject property if it were exposed in the market, beginning on the date of this valuation) is estimated to be approximately 12 months.

Attached are assumptions and limiting conditions of this appraisal, the certification of the appraiser, a copy of the appraiser's state certification, subject photographs, location maps, a legal description, a plot plan, a site plan, an aerial photograph, flood zone maps, a topography map, a wetlands map, zoning maps, comparable sales data sheets, site plans and photographs, a comparable land sales location map, and the appraiser's professional qualifications.



## **ASSUMPTIONS AND LIMITING CONDITIONS:**

This appraisal and the appraiser's certification that follows is subject to the following assumptions and limiting conditions:

1. The three traditional approaches to value income-producing properties are the Cost Approach, the Sales Comparison Approach, and the Income Capitalization Approach. Based upon the type and specific characteristics of the subject property, the Cost and Income Capitalization Approaches were not considered to be appropriate for this valuation. Accordingly, the appraiser did not perform these two particular approaches to value the subject property. The subject property is a vacant residential land parcel with no leases in place. Buyers of this type of property in the local market typically rely most heavily on the Sales Comparison Approach in making buying decisions. Additionally, recent sales activity of similar type properties in the local market is considered to be sufficient to produce credible results. Lastly, this appraisal process is concluded to be adequate based upon the intended use of this appraisal. Accordingly, the appraiser has determined that the performing of the Sales Comparison Approach in this appraisal process is sufficient to achieve credible assignment results based primarily upon the intended use of this appraisal. The appraiser has clearly identified and explained the scope of work for this assignment within this appraisal report.
2. This is an Appraisal Report which is intended to comply with the reporting requirements set forth under Standards Rule 2-2(a) of the Uniform Standards of Professional Appraisal Practice. As such, it clearly and accurately sets forth the appraisal in a manner that will not be misleading; contains sufficient information to enable the intended users of the appraisal to understand the report properly; and clearly and accurately discloses all assumptions, extraordinary assumptions, hypothetical conditions, and limiting conditions used in the assignment. The depth of discussion contained in this report is specific to the needs of the client and for the intended use stated within this report. The appraiser is not responsible for the unauthorized use of this appraisal report.
3. No responsibility is assumed for legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated in this report.
4. The property is appraised as though free and clear of any or all liens and encumbrances unless otherwise stated in this report.
5. Responsible ownership and competent property management are assumed unless otherwise stated in this report.
6. The information furnished by others is believed to be accurate, true, and reliable. However, no warranty is given for its accuracy.
7. All engineering is assumed to be correct. Any plot plans and illustrative material in this report are included only to assist the reader in visualizing the property.
8. It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them.

9. It is assumed that there is full compliance with all applicable federal, state, and local environmental regulations and laws unless otherwise stated in this report.
10. It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless a nonconformity has been stated, defined, and considered in this appraisal report.
11. It is assumed that all required licenses, certificates of occupancy consents, or other legislative or administrative authority from any local, state, or national governmental, or private entity, or organization has been or can be obtained or renewed for any use on which the value estimates contained this report are based.
12. Any sketch in this report may show approximate dimensions and is included to assist the reader in visualizing the property. Maps and exhibits found in this report are provided for reader reference purposes only. No guarantee as to accuracy is expressed or implied unless otherwise stated in this report. No survey has been made for the purpose of this report.
13. It is assumed that the utilization of the land and improvement is within the boundaries or property lines of the property described and that there is no encroachment or trespass unless otherwise stated in this report.
14. The appraiser is not qualified to detect hazardous waste and/or toxic materials. Any comment by the appraiser that might suggest the possibility of the presence of such substance should not be taken as confirmation of the presence of hazardous waste and/or toxic materials. Such determination would require investigation by a qualified expert in the field of environmental assessment. The presence of substance such as asbestos, urea-formaldehyde foam insulation, or other potentially hazardous materials may affect the value of the property. The appraiser's value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value unless otherwise stated in this report. No responsibility is assumed for any environmental conditions, or for any expertise or engineering knowledge required to discover them. The appraiser's descriptions and resulting comments are the result of the routine observations made during the appraisal process.
15. Unless otherwise stated in this report, the subject property is appraised without a specific compliance survey having been conducted to determine if the property is or is not in conformance with the requirements of the Americans with Disabilities Act. The presence of architectural and communication barriers that are structural in nature that would restrict access by disabled individuals may adversely affect the property's value, marketability, or utility.
16. The appraiser warrants only that the value conclusion is his best opinion estimate as of the exact day of valuation. For prospective value estimates, the appraiser cannot be held responsible for unforeseeable events which might alter market conditions prior to the effective date of the appraisal.
17. Any proposed improvements are assumed to be completed in a good workmanlike manner in accordance with the submitted plans and specifications.
18. The distribution, if any, of the total valuation in this report between land and improvements applies only under the stated program of utilization. The separate allocations for land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.



19. Possession of this report, or a copy thereof, does not carry with it the right of publication. It may not be used, or reproduced in part or its entirety, for any purpose by any person other than **Escambia County Public Works Department** without the written consent of the appraiser, and in any event, only with proper written qualification and only in its entirety.
20. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser, or the firm with which the appraiser is connected) shall be disseminated to the public through advertising, public relations, news sales, or other media without prior written consent and approval of the appraiser.
21. Use of this appraisal constitutes acceptance of the stated limiting conditions and assumptions. The appraiser's liability extends to the current client and not to subsequent users of the appraisal.
22. The Americans with Disabilities Act (ADA) became effective January 26, 1992. For improved properties, we have not made a specific compliance survey and analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property, together with a detailed analysis of the requirements of the ADA, could reveal that the property is not in compliance with one or more of the requirements of the Act. If so, this fact could have a negative effect upon the value of the property. Since we have no direct evidence relating to this issue, we did not consider possible noncompliance with the requirement of ADA in estimating the value of the property.
23. The appraiser certifies that he has no debt relations with Escambia County Public Works Department.
24. This valuation is based upon the extraordinary assumption that there is no contamination of the soil due to any source, including but not limited to underground tanks, if any.
25. This valuation is contingent upon a survey, legal description, and land area calculation being prepared by a qualified and properly licensed engineer to indicate the subject property to be basically the same as described in this appraisal report.

#### **EXTRAORDINARY APPRAISAL ASSUMPTIONS:**

There are no extraordinary assumptions of this appraisal.

#### **HYPOTHETICAL CONDITIONS OF THE APPRAISAL:**

There are no hypothetical conditions of this appraisal.

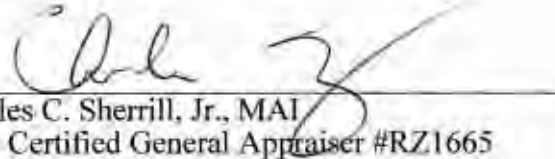
## **CERTIFICATION OF THE APPRAISER**

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of this report, and no personal interest with respect to the parties involved.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed, and this appraisal report has been prepared in conformity with the Uniform Standards of Professional Appraisal Practice and the Financial Institutions Reform, Recovery, and Enforcement Act (FIRREA) of 1989.
- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- I have made a personal inspection of the subject property that is the subject of this appraisal report.
- I have performed no services as an appraiser, or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- No one provided significant real property appraisal assistance to the person signing this appraisal report and certification.
- I currently hold an appropriate state license or certification allowing the performance of real estate appraisals in connection with federally related transactions of properties located in Florida.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the State of Florida for state-certified appraisers.

The Appraisal Institute and the State of Florida conduct mandatory programs of continuing education for its designated members and licensees, respectively. Appraisers who meet the minimum standards of these programs are awarded periodic educational certification. As of the date of this report, I have completed the requirements of the continuing education programs of the Appraisal Institute and the State of Florida, respectively.

The use of this report is subject to the requirements of the State of Florida relating to review by the Real Estate Appraisal Subcommittee of the Florida Real Estate Commission, as well as the Appraisal Institute.



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Charles C. Sherrill, Jr., MAI  
State Certified General Appraiser #RZ1665

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
FLORIDA REAL ESTATE APPRAISAL BD

LICENSE NUMBER	
RZ1665	

The CERTIFIED GENERAL APPRAISER  
Named below IS CERTIFIED  
Under the provisions of Chapter 475 FS.  
Expiration date: NOV 30, 2016

SHERRILL, CHARLES C JR PA  
410 E GOVERNMENT ST  
PENSACOLA FL 32502



ISSUED: 08/20/2014

DISPLAY AS REQUIRED BY LAW

SEQ # L1408200003373



**PHOTOGRAPHS OF SUBJECT PROPERTY**



Front View of Subject Property (From Inez Road)



Interior View of Subject Parcel



**PHOTOGRAPHS OF SUBJECT PROPERTY**



Interior View of Subject Parcel



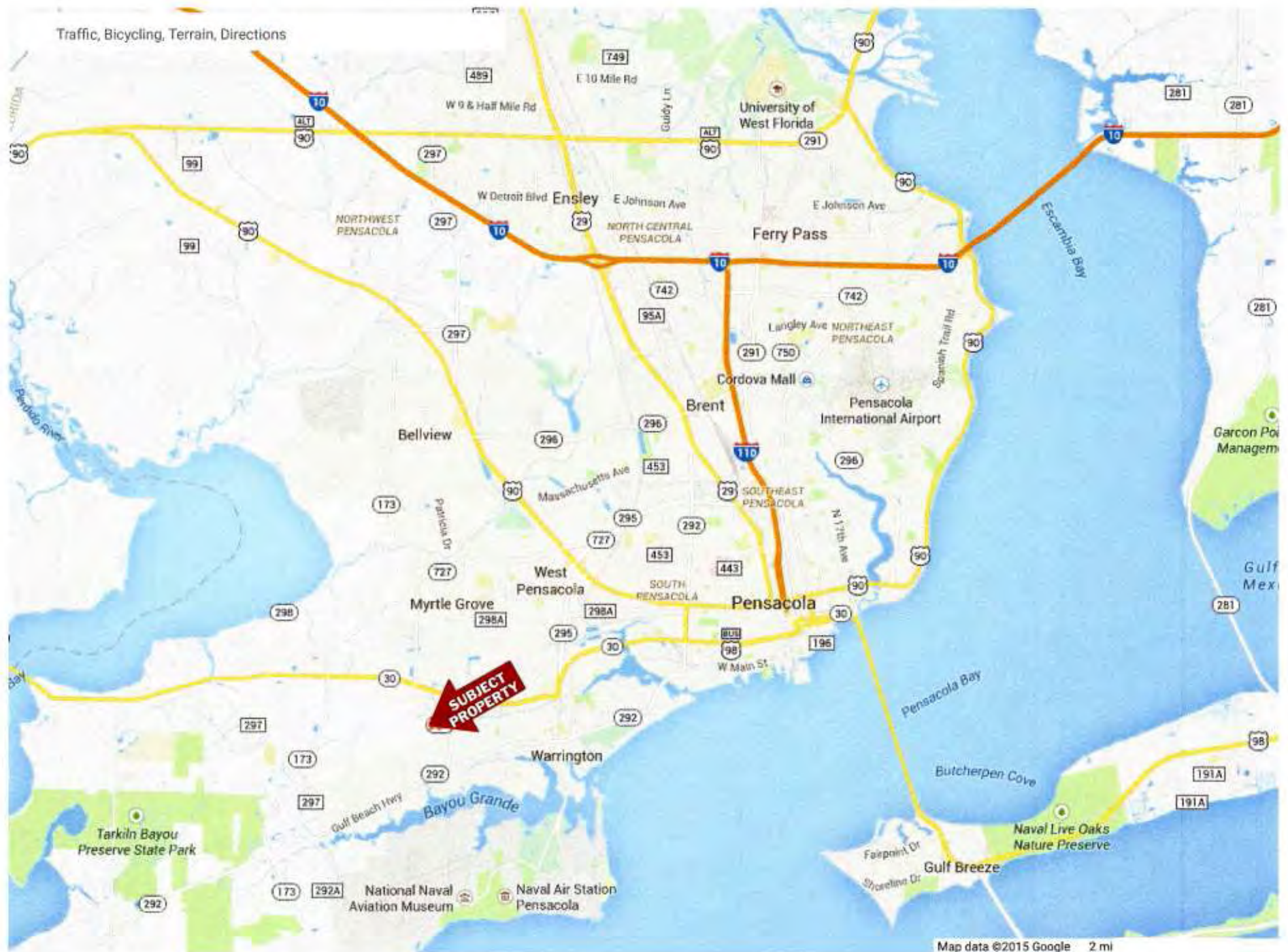
View of Southern Portion of Subject Parcel

**PHOTOGRAPHS OF SUBJECT PROPERTY**



Subject Street Scene From Inez Road





[illegible]

Map data ©2015 Google 1000 ft



**General Information**

**Reference:** 212S316101000001  
**Account:** 094545100  
**Owners:** PITMAN RICHARD  
**Mail:** 7842 CHESTERFIELD RD  
 PENSACOLA, FL 32506  
**Situs:**  
**Use Code:** NON-AG ACREAGE  
**Taxing Authority:** COUNTY MSTU  
**Tax Inquiry:** [Open Tax Inquiry Window](#)  
 Tax Inquiry link courtesy of Janet Holley  
 Escambia County Tax Collector

**2014 Certified Roll Assessment**

**Improvements:** \$0  
**Land:** \$12,825  
**Total:** \$12,825  
Non-Homestead Cap: \$12,825

[Disclaimer](#)[Amendment 1/Portability Calculations](#)**Sales Data**

Sale Date	Book	Page	Value	Type	Official Records (New Window)
06/2003	5188	681	\$26,800	WD	<a href="#">View Instr</a>
06/1998	4278	1313	\$30,600	WD	<a href="#">View Instr</a>
06/1998	4278	1311	\$100	QC	<a href="#">View Instr</a>

Official Records Inquiry courtesy of Pam Childers  
 Escambia County Clerk of the Circuit Court and  
 Comptroller

**2014 Certified Roll Exemptions**

None

**Legal Description**

BEG AT SW COR OF SEC S 88 DEG 16 MIN 0 SEC E  
 ALG S LT 1295 6 0/100 FT N 01 DEG 46 MIN 47 SE  
 C E 1650 FT S 88 DEG 15 MIN 58...

**Extra Features**

None

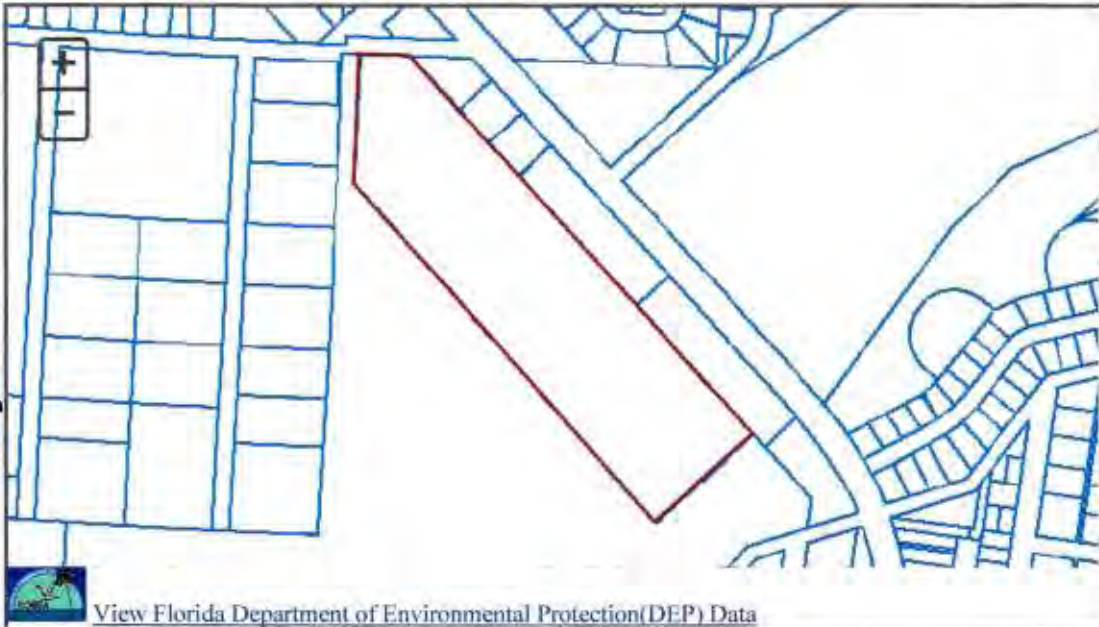
**Parcel Information**[Launch Interactive Map](#)

**Section Map Id:**  
 21-2S-31-2

**Approx. Acreage:**  
 17.5000

**Zoned:**  
 R-4  
 SDD

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

[View Florida Department of Environmental Protection\(DEP\) Data](#)

Escambia County Property Appraiser  
**212S316101000001 - Full Legal Description**

BEG AT SW COR OF SEC S 88 DEG 16 MIN 0 SEC E ALG S LI 1295 60/100 FT N 01 DEG 46 MIN 47 SEC E 1650 FT  
S 88 DEG 15 MIN 58 SEC E 60 FT FOR POB S 88 DEG 15 MIN 58 SEC E 196 14/100 FT TO NELY R/W LI 250 FT  
GULF POWER EASEMENT S 43 DEG 25 MIN 54 SEC E ALG R/W LI 1731 85/100 FT S 46 DEG 34 MIN 06 SEC W  
450 FT N 43 DEG 25 MIN 54 SEC W 1561 52/100 FT N 01 DEG 46 MIN 47 SEC E 439 21/100 FT TO POB OR 5188 P  
681 SEC 21 T 2S R 31

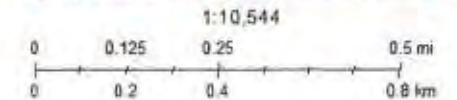


# Chris Jones Escambia County Property Appraiser

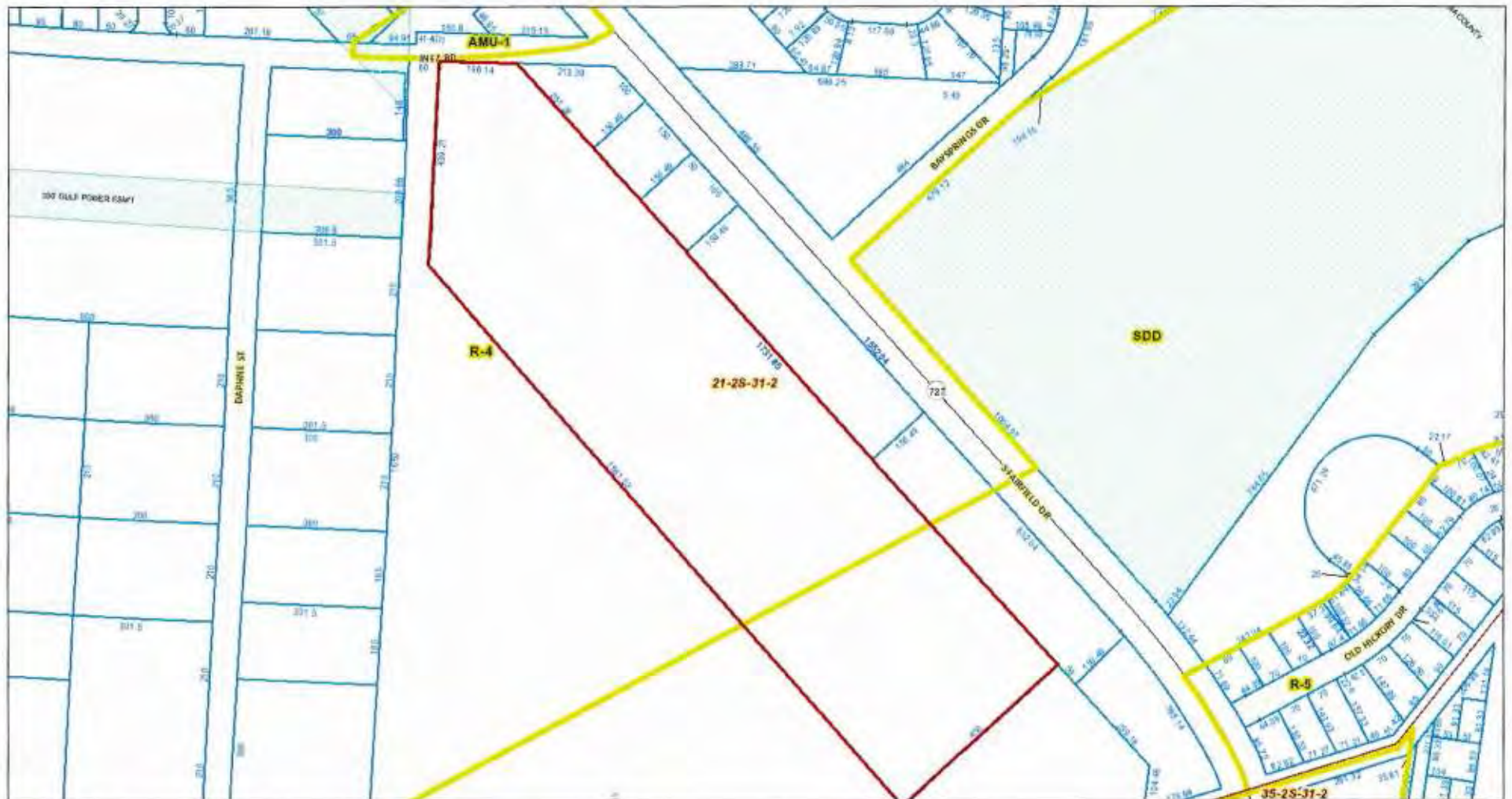


February 3, 2015

- |               |               |
|---------------|---------------|
| Map Grid      | US Highway    |
| County Zoning | All Roads     |
| City Road     | Easement      |
| County Road   | Property Line |
| Interstate    |               |
| State Road    |               |



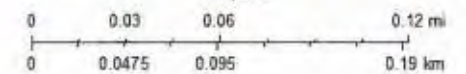
# Chris Jones Escambia County Property Appraiser



February 3, 2015

- |               |               |
|---------------|---------------|
| Map Grid      | US Highway    |
| County Zoning | All Roads     |
| City Road     | Easement      |
| County Road   | Property Line |
| Interstate    |               |
| State Road    |               |

1:2,452



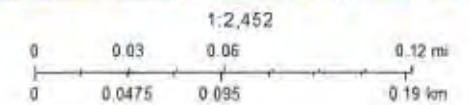


# Chris Jones Escambia County Property Appraiser



February 3, 2015

- |               |               |
|---------------|---------------|
| Map Grid      | US Highway    |
| County Zoning | All Roads     |
| City Road     | Easement      |
| County Road   | Property Line |
| Interstate    |               |
| State Road    |               |





# Escambia County Tax Collector

generated on 2/3/2015 11:10:49 AM CST

## Tax Record

Last Update: 2/3/2015 11:10:47 AM CST

### Ad Valorem Taxes and Non-Ad Valorem Assessments

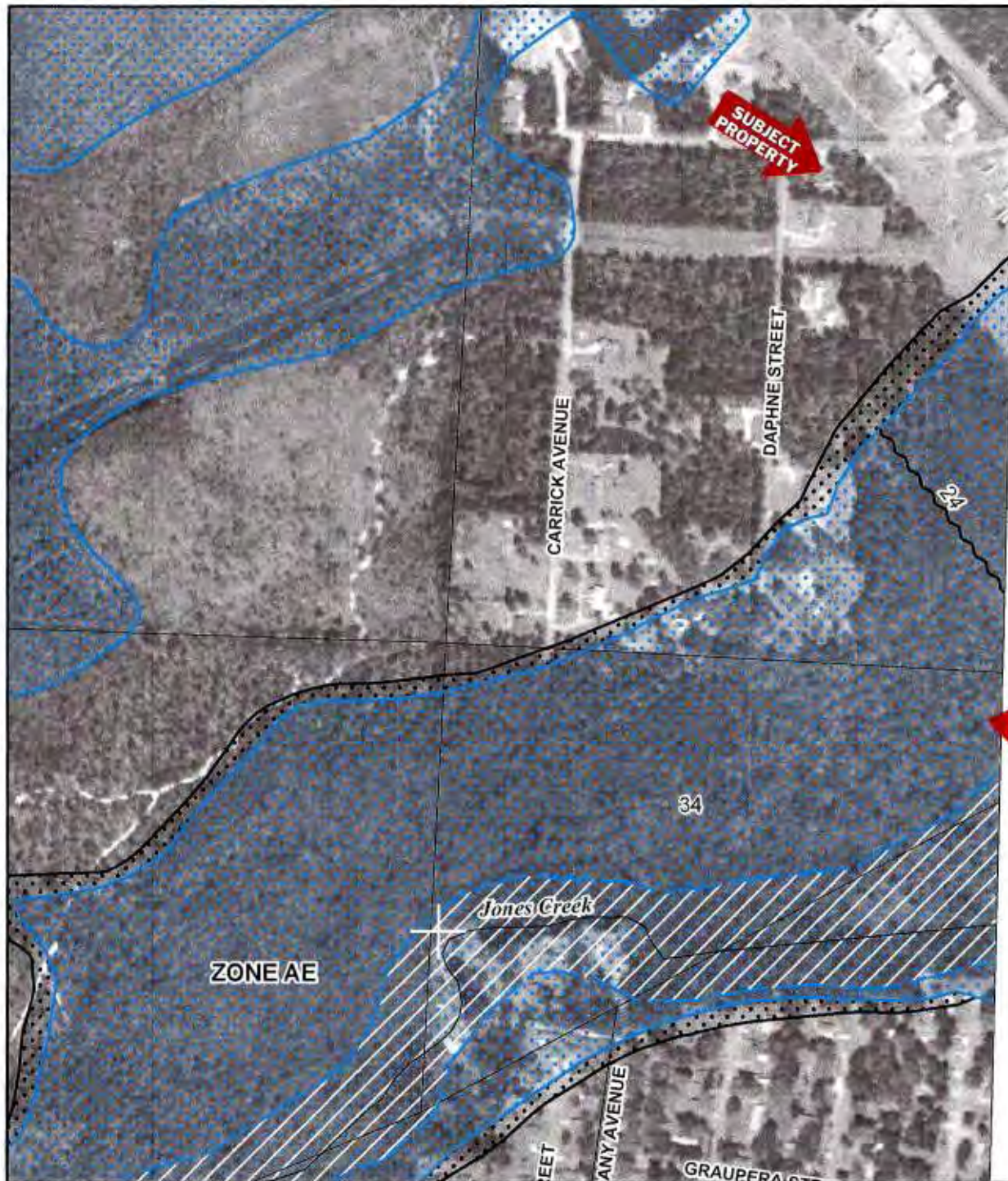
The information contained herein does not constitute a title search and should not be relied on as such.

<b>Account Number</b>	<b>Tax Type</b>	<b>Tax Year</b>
09-4545-100	REAL ESTATE	2014
<b>Mailing Address</b>		<b>Property Address</b>
PITMAN RICHARD 7842 CHESTERFIELD RD PENSACOLA FL 32506		0
		<b>GEO Number</b> 212S31-6101-000-001
<b>Exempt Amount</b>	<b>Taxable Value</b>	
See Below	See Below	
<b>Exemption Detail</b>	<b>Millage Code</b>	<b>Escrow Code</b>
NO EXEMPTIONS	06	
<b>Legal Description (click for full description)</b> 212S31-6101-000-001 0 BEG AT SW COR OF SEC S 88 DEG 16 MIN 0 SEC E ALG S LI 1295 60/100 FT N 01 DEG 46 MIN 47 SEC E 1650 FT S 88 DEG 15 MIN 58 SEC E 60 FT FOR POB S 88 DEG 15 MIN 58 SEC E 196 14/100 See Tax Roll For Extra Legal		
<b>Ad Valorem Taxes</b>		
<b>Taxing Authority</b>	<b>Rate</b>	<b>Assessed Value</b>
COUNTY	6.6165	12,825
PUBLIC SCHOOLS		0
By Local Board	2.0850	12,825
By State Law	5.2370	12,825
WATER MANAGEMENT	0.0390	12,825
SHERIFF	0.6850	12,825
M.S.T.U. LIBRARY	0.3590	12,825
		0
<b>Total Millage</b>	<b>15.0215</b>	<b>Total Taxes</b>
		\$192.65
<b>Non-Ad Valorem Assessments</b>		
<b>Code</b>	<b>Levying Authority</b>	<b>Amount</b>
NFP	FIRE - 595-4960	\$11.54
<b>Total Assessments</b>		<b>\$11.54</b>
<b>Taxes &amp; Assessments</b>		<b>\$204.19</b>
<b>If Paid By</b>	<b>Amount Due</b>	
	\$0.00	

Date Paid	Transaction	Receipt	Item	Amount Paid
11/25/2014	PAYMENT	253417.0006	2014	\$196.02

Prior Year Taxes Due
NO DELINQUENT TAXES

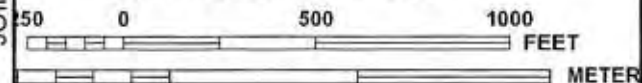




JOINS PANEL C



MAP SCALE 1" = 500'



NFIP

PANEL 0364G

**FIRM**

FLOOD INSURANCE RATE MAP

ESCAMBIA COUNTY,  
FLORIDA  
AND INCORPORATED AREAS

PANEL 364 OF 606

(SEE MAP INDEX FOR FIRM PANEL LAYOUT)

CONTAINS:

COMMUNITY	NUMBER	PANEL	SUFFIX
ESCAMBIA COUNTY	120080	0364	G

Notice to User: The Map Number shown below should be used when placing map orders; the Community Number shown above should be used on insurance applications for the subject community.



MAP NUMBER  
12033C0364G

MAP REVISED  
SEPTEMBER 29, 2006

Federal Emergency Management Agency

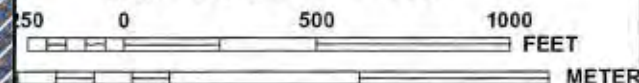
This is an official copy of a portion of the above referenced flood map. It was extracted using F-MIT On-Line. This map does not reflect changes or amendments which may have been made subsequent to the date on the title block. For the latest product information about National Flood Insurance Program flood maps, check the FEMA Flood Map Store at [www.msc.fema.gov](http://www.msc.fema.gov)



JOINS PANEL 0364



MAP SCALE 1" = 500'



NFIP

NATIONAL FLOOD INSURANCE PROGRAM

PANEL 0368G

**FIRM**

FLOOD INSURANCE RATE MAP

ESCAMBIA COUNTY,  
FLORIDA  
AND INCORPORATED AREAS

PANEL 368 OF 606

(SEE MAP INDEX FOR FIRM PANEL LAYOUT)

CONTAINS:

COMMUNITY	NUMBER	PANEL	SUFFIX
ESCAMBIA COUNTY	120360	0368	G

Notice to User: The Map Number shown below should be used when placing map orders; the Community Number shown above should be used on insurance applications for the subject community.



MAP NUMBER  
12033C0368G

MAP REVISED  
SEPTEMBER 29, 2006

Federal Emergency Management Agency

This is an official copy of a portion of the above referenced flood map. It was extracted using F-MIT On-Line. This map does not reflect changes or amendments which may have been made subsequent to the date on the title block. For the latest product information about National Flood Insurance Program flood maps check the FEMA Flood Map Store at [www.msc.fema.gov](http://www.msc.fema.gov)

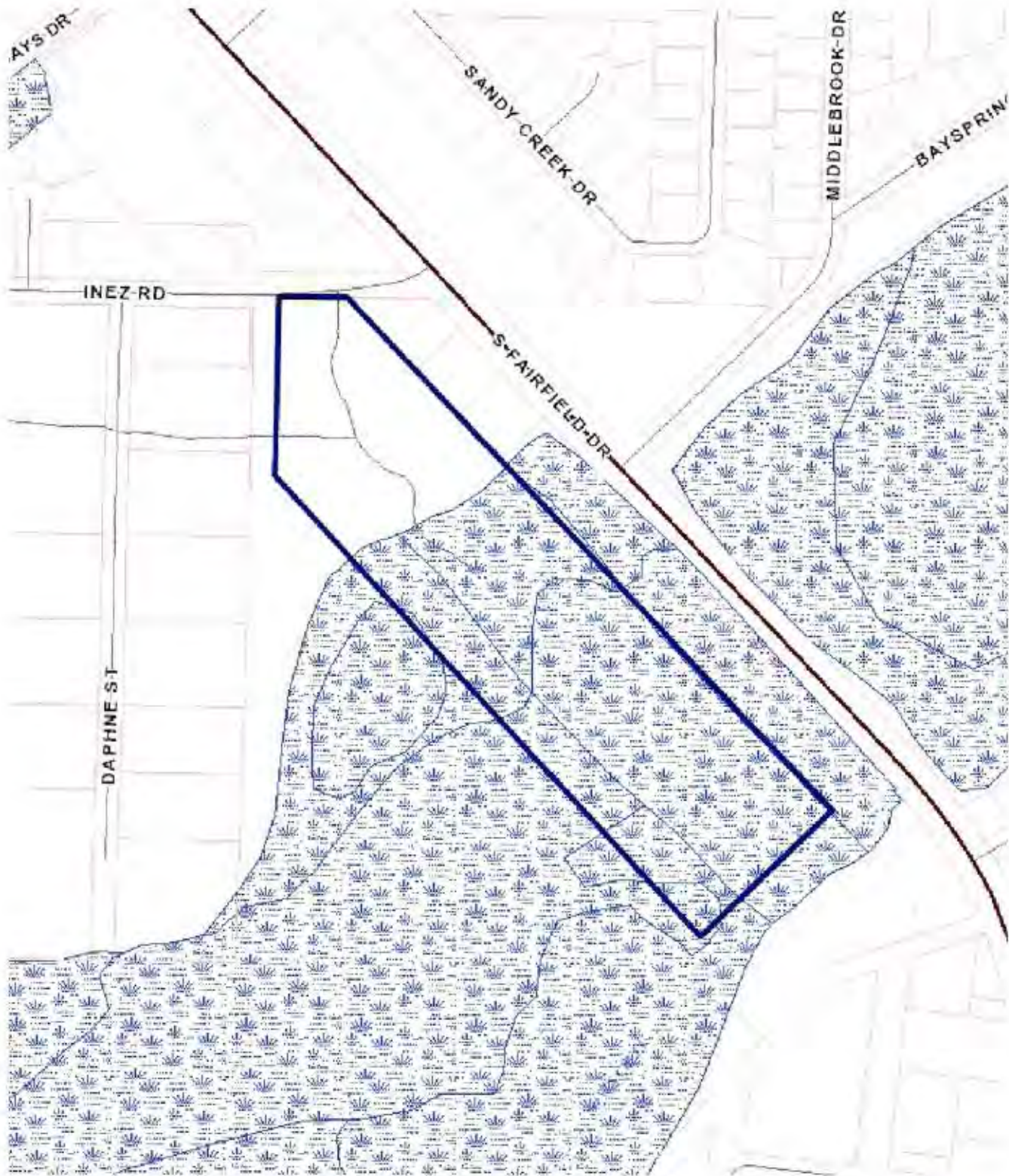




## Flood Zone Map



Printed: Feb 17, 2015

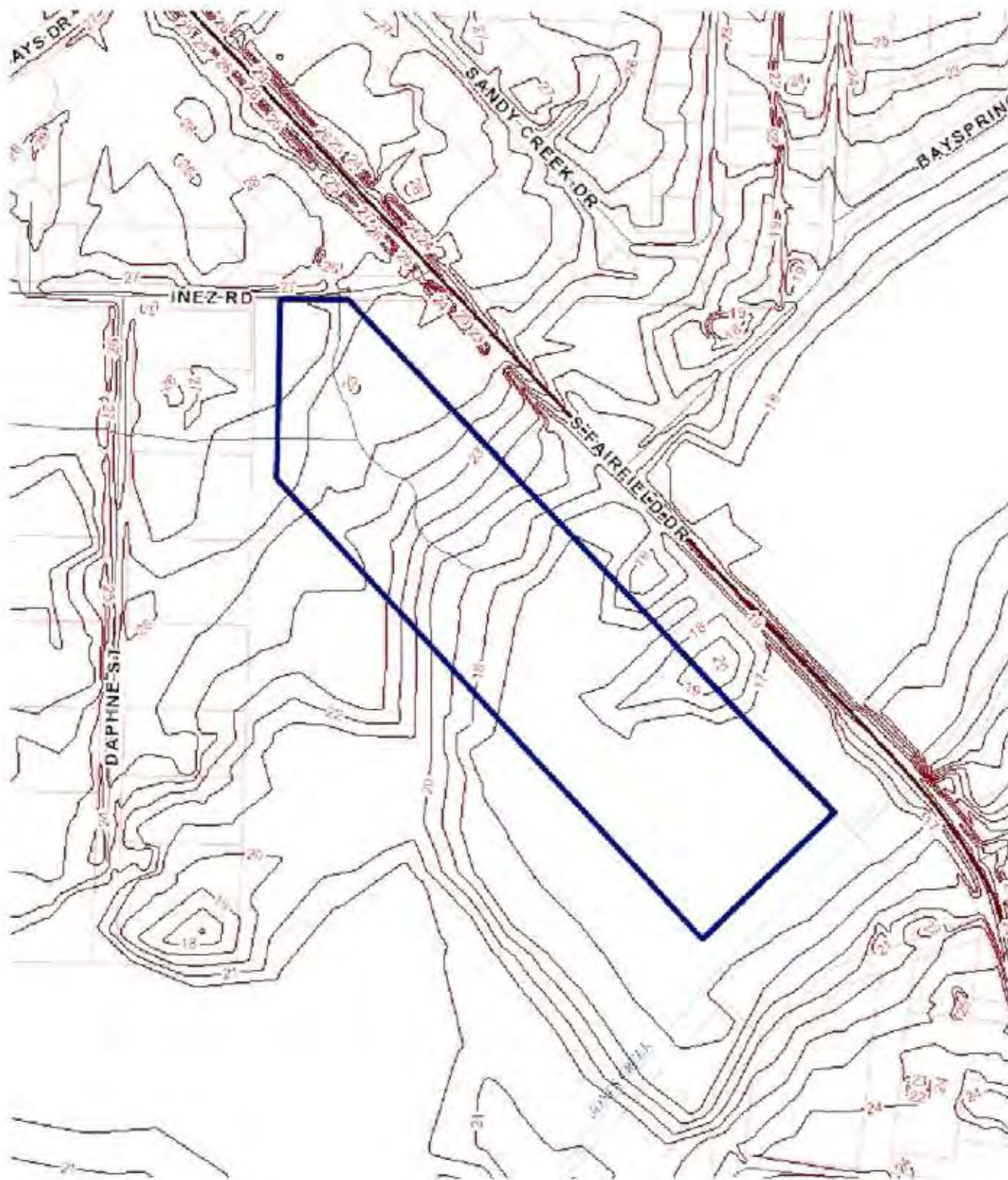


## Wetlands Map



Printed: Feb 17, 2015





## Topography Map



Printed: Feb 17, 2015





## Zoning Map



Printed: Feb 17, 2015





## Future Land Use Map



Printed: Feb 17, 2015

### **COMPARABLE LAND SALE**

COMPARABLE NO.: 1 RECORD NUMBER: 7419

CLASSIFICATION: ACREAGE/WETLANDS

DATE: 11/21/2014

LOCATION: 9900 SORRENTO ROAD, PENSACOLA, FLORIDA

SALES PRICE: \$59,000

GRANTOR: THE RACHEL ANNA CHERNEKOFF REVOCABLE TRUST  
GRANTEE: ROB CHELICO

REFERENCE: OR 7262 PAGE 1954; GCMLS #2010833

BRIEF LEGAL DESCRIPTION: PORTION OF SECTION 05-3S-31, ESCAMBIA  
COUNTY, FLORIDA

TERMS: CASH TO SELLER  
ZONING: C-1; RETAIL COMMERCIAL AND  
AMU-2; AIRFIELD MIXED USE DISTRICT-2  
HIGHEST AND BEST USE: CONSERVATION

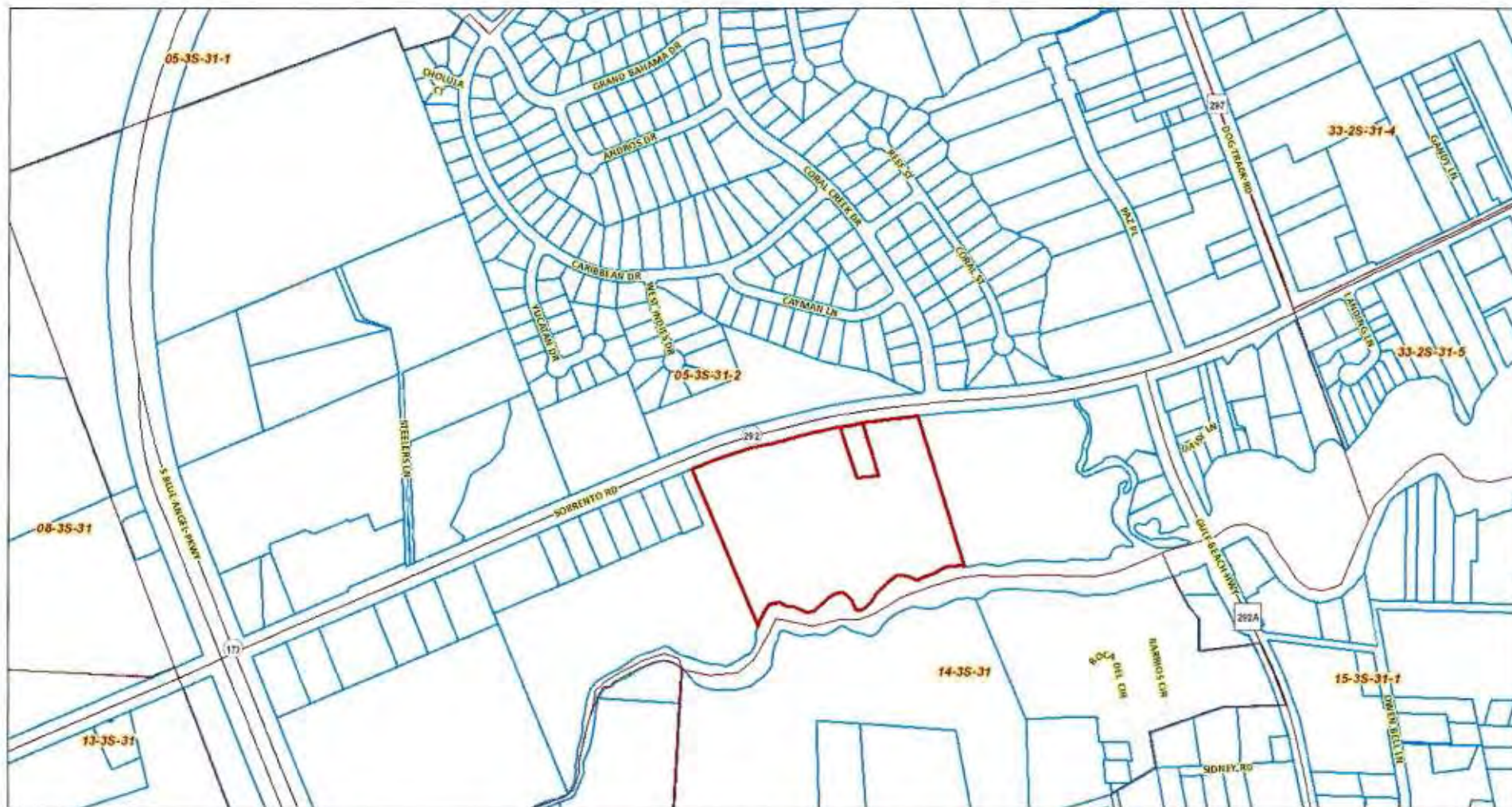
LAND SIZE: 17 ACRES

LAND UNIT PRICE:  
PER ACRE: \$3,470.59

#### **COMMENTS:**

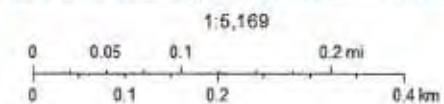
- RECTANGULAR-SHAPED PARCEL LOCATED ON THE SOUTH SIDE OF SORRENTO ROAD, EAST OF BLUE ANGEL PARKWAY.
- THE VACANT/WOODED PARCEL ADJOINS A CREEK, AND A MAJORITY OF THE PROPERTY CONSISTS OF WETLANDS.
- GRANTOR WAS ATYPICALLY MOTIVATED TO SELL BASED UPON FINANCIAL REASONS.
- PROPERTY WAS LISTED FOR SALE WITH NAI HALFORD AT A PRICE OF \$59,000 (GCMLS #2010833).
- PARCEL I.D. NOS.: 05-3S-31-1500-004-009 AND 05-3S-31-1500-003-007.
- JURISDICTION: ESCAMBIA COUNTY, FLORIDA.

# Chris Jones Escambia County Property Appraiser



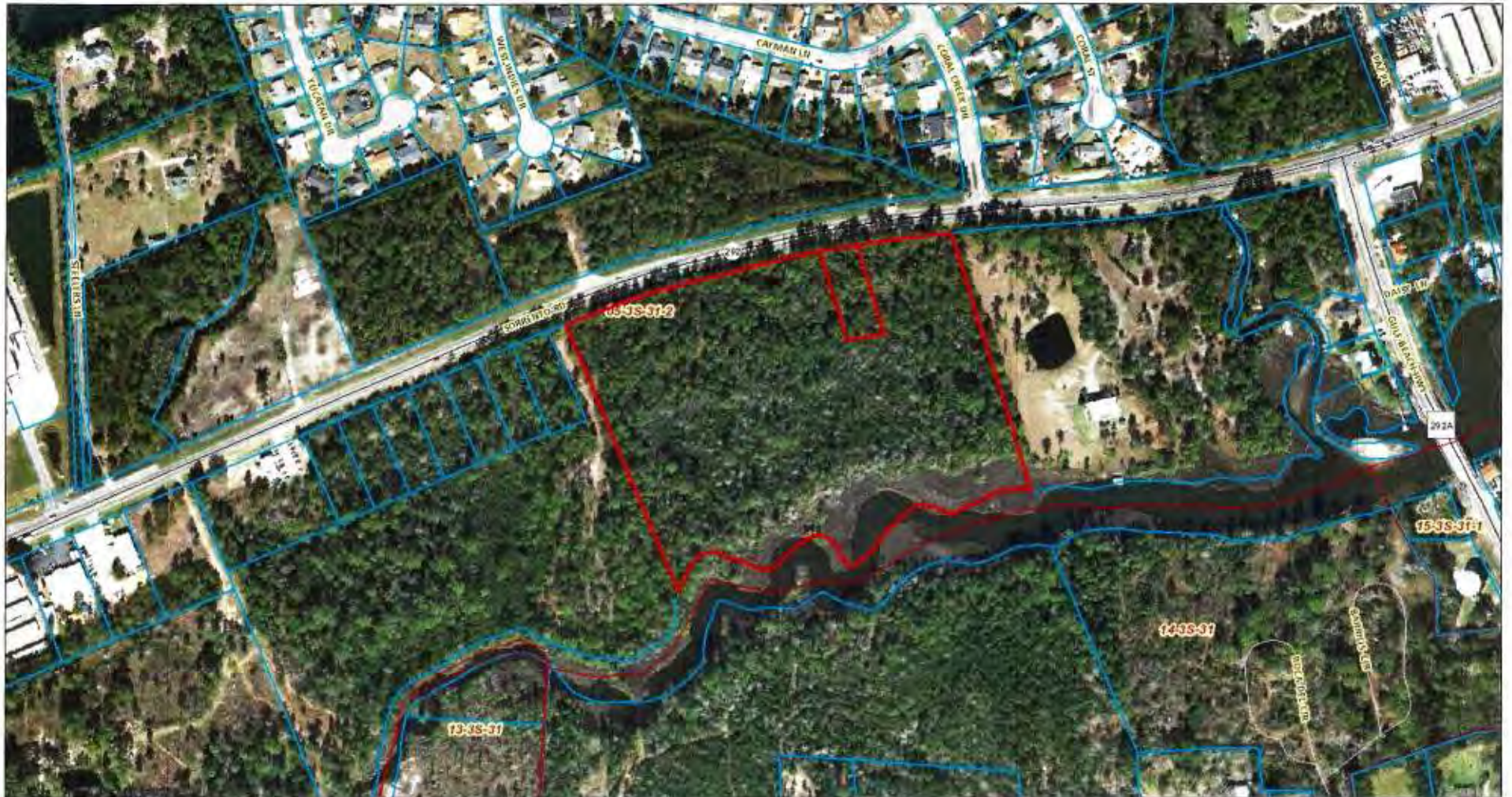
February 25, 2015

- |               |                 |
|---------------|-----------------|
| □ Map Grid    | All Roads       |
| — City Road   | □ Property Line |
| — County Road |                 |
| — Interstate  |                 |
| — State Road  |                 |
| — US Highway  |                 |



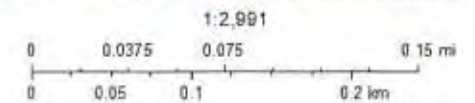


# Chris Jones Escambia County Property Appraiser



February 25, 2015

- |             |               |
|-------------|---------------|
| Map Grid    | All Roads     |
| City Road   | Property Line |
| County Road |               |
| Interstate  |               |
| State Road  |               |
| US Highway  |               |



### COMPARABLE LAND SALE

COMPARABLE NO.: 2 RECORD NUMBER: 7179

CLASSIFICATION: ACREAGE/WETLANDS

DATE: 02/24/15

LOCATION: POND VALLEY DRIVE PENSACOLA  
FLORIDA(CURRENT OFFERING)

SALES PRICE: \$29,500

GRANTOR: N/A CURRENT OFFERING  
GRANTEE: N/A CURRENT OFFERING

REFERENCE: N/A CURRENT OFFERING; MLS #3346349

BRIEF LEGAL DESCRIPTION: A PORTION OF SECTION 22-2S-31, ESCAMBIA  
COUNTY FLORIDA

TERMS: N/A CURRENT OFFERING  
ZONING: R-4; MULTIPLE FAMILY RESIDENTIAL  
HIGHEST AND BEST USE: CONSERVATION

LAND SIZE: 8.13 ACRES

LAND UNIT PRICE:

PER ACRE: \$3,628.54

#### COMMENTS:









- 12-524
- HIGHLY IRREGULAR-SHAPED VACANT/WOODED PARCEL LOCATED ON THE NORTH SIDE OF POND VALLEY ROAD, JUST WEST OF SOUTH FAIRFIELD DRIVE.
- ALMOST THE ENTIRE PROPERTY CONSISTS OF WETLANDS, AND POWER LINES TRAVERSE THE EASTERN PORTION OF THE TRACT.
- PROPERTY IS LISTED WITH STEVE BOGAN REALTY, INC. AT AT PRICE OF \$29,500 (MLS #346349).
- PARCEL I.D. #: 22-2S-31-1401-000-003.
- JURISDICTION: ESCAMBIA COUNTY, FLORIDA.



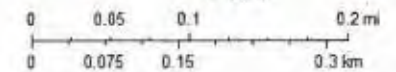
# Chris Jones Escambia County Property Appraiser



February 24, 2015

- |   |   |
|---|---|
|  Map Grid    |  All Roads     |
|  City Road   |  Property Line |
|  County Road |   |
|  Interstate  |   |
|  State Road  |   |
|  US Highway  |   |

1:4,880



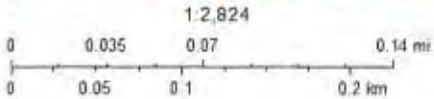


Chris Jones Escambia County Property Appraiser



February 24, 2015

- Map Grid
- City Road
- County Road
- Interstate
- State Road
- US Highway
- All Roads
- Property Line





### COMPARABLE LAND SALE

COMPARABLE NO.: 3 RECORD NUMBER: 7420

CLASSIFICATION: ACREAGE/WETLANDS

DATE: 6/10/2013

LOCATION: 300 SOUTH CROW ROAD, PENSACOLA, FLORIDA

SALES PRICE: \$35,000

GRANTOR: RONALD J. AND CAROL B. HOLLEY  
GRANTEE: HONG THI CANH NGUYEN

REFERENCE: OR 7033 PAGE 1718; MLS #364797

BRIEF LEGAL DESCRIPTION: PORTION OF SECTION 19-2S-31, ESCAMBIA  
COUNTY FLORIDA

TERMS: CASH TO SELLER  
ZONING: R-4; MULTIPLE FAMILY RESIDENTIAL  
HIGHEST AND BEST USE: CONSERVATION

LAND SIZE: 5 ACRES

LAND UNIT PRICE:  
PER ACRE: \$7,000.00

#### COMMENTS:

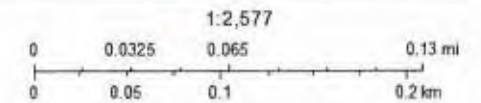
- REGULAR-SHAPED PARCEL LOCATED ON THE WEST SIDE OF SOUTH CROW ROAD, WEST OF SOUTH FAIRFIELD DRIVE.
- PROPERTY IS VACANT AND APPARENTLY DOES NOT CONSIST OF ANY WETLANDS.
- PROPERTY WAS LISTED FOR SALE WITH GUNTHER PROPERTIES, LLC AT A PRICE OF \$49,900 (MLS #364797).
- PARCEL I.D. #: 19-2S-31-4203-001-003.
- JURISDICTION: ESCAMBIA COUNTY, FLORIDA.

# Chris Jones Escambia County Property Appraiser



February 24, 2015

- Map Grid
- City Road
- County Road
- Interstate
- State Road
- US Highway
- All Roads
- Property Line



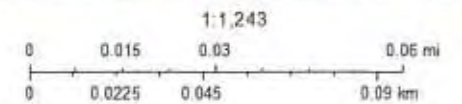


Chris Jones Escambia County Property Appraiser



February 24, 2015

- |   |             |   |               |
|---|-------------|---|---------------|
|  | Map Grid    |  | All Roads     |
|  | City Road   |  | Property Line |
|  | County Road |   |               |
|  | Interstate  |   |               |
|  | State Road  |   |               |
|  | US Highway  |   |               |



### COMPARABLE LAND SALE

COMPARABLE NO.:	4	RECORD NUMBER: 7421
CLASSIFICATION:	ACREAGE/WETLANDS	
DATE:	2/12/2014	
LOCATION:	9700 NORTH LOOP ROAD, PENSACOLA, FLORIDA	
SALES PRICE:	\$120,000	
GRANTOR:	FRANCIS W. COLVIN TRUST	
GRANTEE:	JOHN P. AND FLORENCE L. CARLSSON	
REFERENCE:	OR 7135 PAGE 200; MLS #434274	
BRIEF LEGAL DESCRIPTION:	PORTION OF SECTION 14-1S-31, ESCAMBIA COUNTY FLORIDA	
TERMS:	CONVENTIONAL MORTGAGE AT MARKET TERMS	
ZONING:	R-R; RETAIL RESIDENTIAL	
HIGHEST AND BEST USE:	CONSERVATION	
LAND SIZE:	13.11 ACRES	
<u>LAND UNIT PRICES:</u>		
PER ACRE:	\$9,153.32	

#### COMMENTS:

- REGULAR-SHAPED PARCEL LOCATED ON THE NORTH SIDE OF NORTH LOOP ROAD, EAST OF SOUTH BLUE ANGEL PARKWAY.
- SMALL PORTIONS OF THE VACANT/WOODED PROPERTY CONSIST OF WETLANDS.
- PROPERTY WAS LISTED FOR SALE WITH RE/MAX HORIZONS REALTY AT A PRICE OF \$120,000 (MLS #434274).
- PARCEL ID #14-3S-31-1101-002-002.
- JURISDICTION: ESCAMBIA COUNTY, FLORIDA.

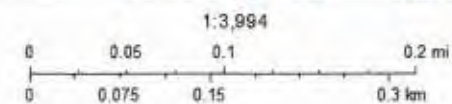


# Chris Jones Escambia County Property Appraiser



February 24, 2015

- Map Grid
- City Road
- County Road
- Interstate
- State Road
- US Highway
- All Roads
- Property Line



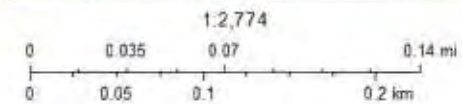


# Chris Jones Escambia County Property Appraiser



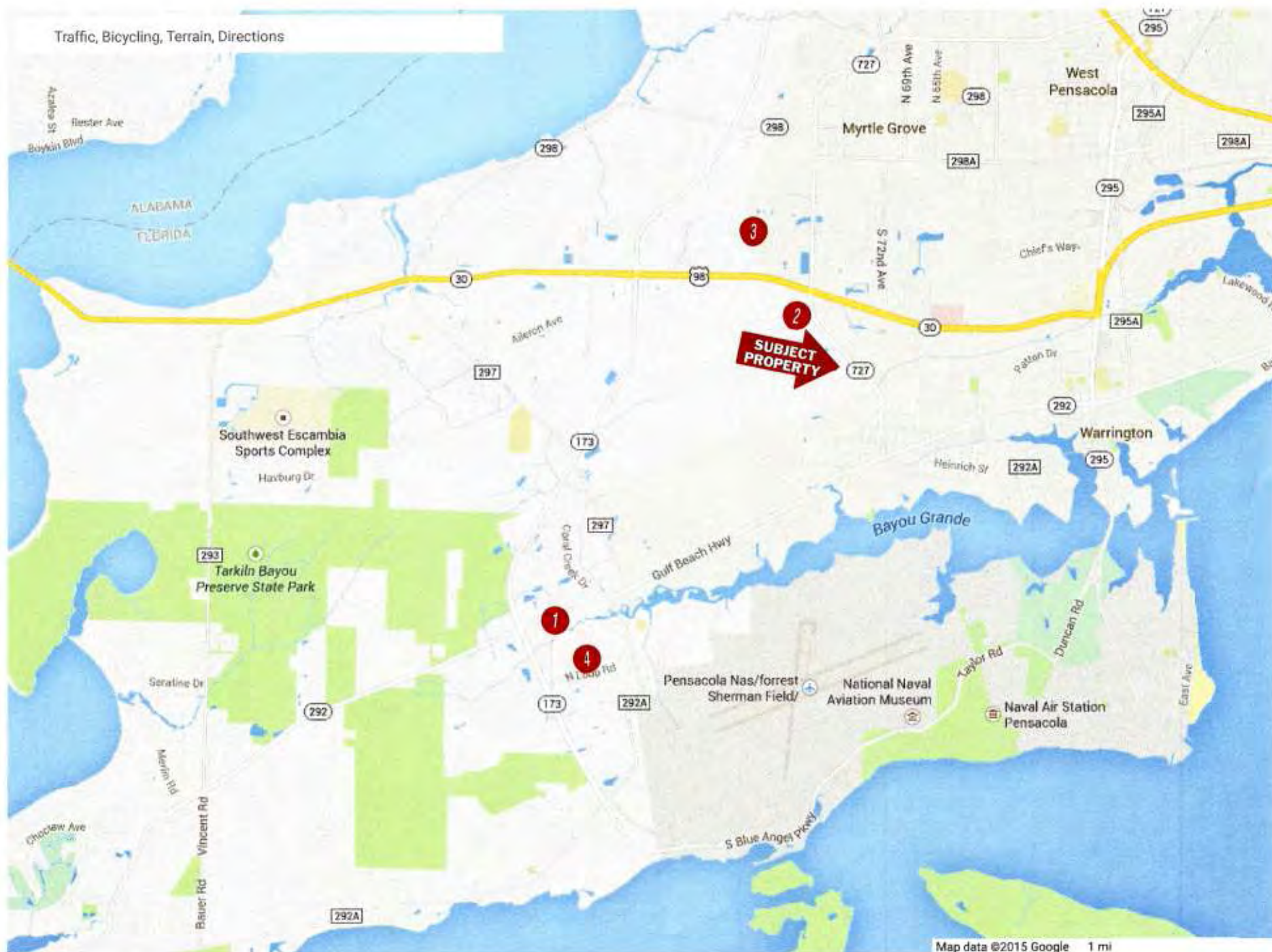
February 24, 2016

- |   |             |   |               |
|---|-------------|---|---------------|
|  | Map Grid    |  | All Roads     |
|  | City Road   |  | Property Line |
|  | County Road |   |               |
|  | Interstate  |   |               |
|  | State Road  |   |               |
|  | US Highway  |   |               |





## LAND SALES MAP





## **APPRAISER'S QUALIFICATIONS**

NAME: Charles C. Sherrill, Jr., MAI  
TITLE: President  
OFFICE ADDRESS: Sherrill Appraisal Company  
410 East Government Street  
Pensacola, Florida 32502  
EDUCATION: Bachelor of Arts Degree in Economics, Washington & Lee University,  
Lexington, Virginia (1984)

Successfully completed the following courses sponsored by the American Institute of Real Estate Appraisers:

Course 1A-1 Real Estate Appraisal Principles (Tufts University, 1986)  
Course 1A-2 Basic Valuation Procedures (University of North Carolina, 1986)  
Course SPP Standards of Professional Practice (Atlanta, Georgia, 1987)  
Course 1B-A Capitalization Theory and Techniques - Part A (Florida State University, 1987)  
Course 1B-B Capitalization Theory and Techniques - Part B (University of Portland, 1988)  
Course 2-1 Case Studies in Real Estate Valuation (Colorado University, 1988)  
Course 2-2 Report Writing and Valuation Analysis (University of Central Florida, 1989)

Successfully completed the following course sponsored by the Commercial Investment Real Estate Institute:

Course 401 Introduction to Commercial Real Estate Analysis (Pensacola, Florida, 1995/1998)

### **CONTINUING EDUCATION:**

Credited with attendance/completion of the following seminars/courses:

#### Appraisal Institute

Eminent Domain and Condemnation  
Uniform Standards of Professional Appraisal Practice  
Business Practices and Ethics  
Analyzing Operating Expenses  
Appraising from Blueprints and Specifications  
Feasibility, Market Value, and Investment Timing  
Analyzing Distressed Real Estate  
Hotel/Motel Valuation  
Effective Appraisal Report Writing  
FHA Homebuyer Protection Plan and The Appraisal Process  
Standards of Professional Practice - Part C  
Standards of Professional Practice - Part A  
Fair Lending and the Appraiser  
Appraisal of Retail Properties  
Standards of Professional Practice - Part B  
Understanding Limited Appraisals and General Reporting Options - General  
Accrued Depreciation  
Depreciation Analysis  
Rates, Ratios, and Reasonableness  
Comprehensive Appraisal Workshop  
Real Estate Risk Analysis

## APPRAISER'S QUALIFICATIONS

### CONTINUING EDUCATION (Continued):

Credited with attendance/completion of the following seminars/courses:

#### State Certification

USPAP Update  
Florida Appraisal Laws and Regulations  
Appraisal of 2-4 Family and Multi-Family Properties  
Challenging Assignments for Residential Appraiser's  
Foreclosure Basics for Appraiser's  
Florida Appraiser Supervisor/Trainee Rules  
Income Capitalization Approach  
Neighborhood Analysis  
Communicating the Appraisal  
Appraisal Principles  
Sales Comparison Approach  
Real Estate, Mortgages, and Law

### EXPERIENCE:

Engaged since 1986 in valuation, consulting, and market studies of various property types, including office, retail, industrial, multi-family residential, churches, restaurants, motels, subdivision developments, commercial land, acreage, marinas, single family residential, and condominiums in numerous states. Have testified as an expert witness numerous times in the Circuit Courts of Escambia, Santa Rosa, and Okaloosa Counties. Prior to joining Sherrill Appraisal Company in 1992, employed by Landauer Associates, Inc., Atlanta, Georgia (1986-1992) as Vice President, Valuation and Technical Services Division.

### PROFESSIONAL LICENSES:

State Certified General Appraiser (#RZ1665), State of Florida (1993-Present)  
Licensed Real Estate Broker (#BK0436908), State of Florida (1996-Present)  
Former Licensed Real Estate Salesman (#SL0436908), State of Florida (1985-1996)  
Former State Certified Appraiser (#000439), State of Georgia (1991-1992)

### PROFESSIONAL MEMBERSHIPS:

Member, Appraisal Institute; Awarded the MAI designation by the Appraisal Institute in 1991  
Past Member, Regional Ethics and Counseling Panel - Appraisal Institute (1994-1996)  
Past Member, Escambia County Value Adjustment Board (2008 - 2012)  
Member, Pensacola Association of Realtors  
Member, Florida Association of Realtors  
Member, National Association of Realtors  
Member, Branch Banking and Trust Company Local Advisory Board of Directors  
Member, Pensacola Area Chamber of Commerce

### CIVIC ACTIVITIES:

Member, Rotary Club of Pensacola (Former Board Director); Paul Harris Award Recipient  
Past President and Executive Committee Member, Pensacola Sports Association Board of Directors  
Current Board Member and Past Secretary/Past Treasurer, Fiesta of Five Flags Board of Governors  
Past Board Member and Trustee, Pensacola Historical Society Foundation  
Past Member and Executive Committee Member, Pensacola State College Board of Governors  
Member and Past Board Director & Executive Committee Member, Pensacola YMCA  
Past Board Member and Former Treasurer, Pensacola Historical Society Board of Directors  
Past President, Booker T. Washington High School Baseball Booster Club Board of Directors  
Graduate, Leadership Pensacola (Class of 1999)

Other civic involvements include various fund raising activities for Boy Scouts of America, Junior Achievement, March of Dimes, American Cancer Society, Leukemia Society, and the American Heart Association.

## APPRAISER'S QUALIFICATIONS

### LISTING OF APPRAISER CLIENTS:

#### Mortgage Loan Purposes

Aegon Realty Advisors Company	Liberty Bank
Bank of America	Metric Realty
BBVA Compass	Metropolitan Life Insurance Company
Beach Community Bank	National Bank of Commerce (Alabama)
Branch Banking & Trust (BB&T)	Navy Federal Credit Union
Canadian Imperial Bank of Commerce	Pen Air Federal Credit Union
Centennial Bank	Pensacola Government Credit Union
Chase Manhattan Mortgage Corp.	PNC Bank
Charter Bank	Premier Bank (Louisiana)
Coastal Bank and Trust	RBC Bank
Colonial Bank of Alabama	Regions Bank
Cumberland Bank (Kentucky)	ServisFirst Bank
Dollar Bank	Smart Bank
Equity Valuation Partners	Statewide Mortgage Company
First American Bank	SunTrust Banks, Inc.
First City Bank of Fort Walton Beach	Travellers Realty Investment Company
First Coast Community Bank	Tyndall Federal Credit Union
First National Bank of Commerce (Louisiana)	United Bank (Alabama)
First National Bank of Florida	Valuation Management Group
First Navy Bank	Vanguard Bank & Trust Company
Gulf Coast Community Bank	Whitney National Bank
GulfSouth Private Bank	Wachovia Corporation
Hancock Bank	Wells Fargo Bank

#### Market Value Purposes

Aetna Realty Advisors	Ford Motor Company
Bank of Boston	Florida Department of Transportation
Bank South N. A.	Gulf American SBL, Inc.
Baptist Health Care Corp.	Lakeview Center
Barnett Banks, Inc.	Lasalle Realty Advisors
Barnett Bank Trust Company N. A.	PHH Relocation and Real Estate
Catholic Church Diocese	Pensacola Area Chamber of Commerce
Chicago Title Company	Pensacola Historical Society
Citicorp Real Estate	Pensacola State College
City of Fort Walton Beach	Pensacola Preservation Board (State of Florida)
City of Milton	Port of Pensacola
City of Pensacola	Presbytery of Florida
Dusco Property Management	Recoll Management Corporation Insurance Co.
Episcopal Church Diocese	Sacred Heart Hospital
Escambia County, Florida	Saltmarsh, Cleaveland & Gund
Escambia County Employees' Credit Union	Southern Company
Escambia County Utilities Authority	SouthTrust Bank of Alabama, N.A.
Fairfield Communities, Inc.	Various Estates, Attorney's, Accountants, Insurance
Federal Aviation Administration	Companies, Churches, & Property Owners
Federal Deposit Insurance Corporation	Waterfront Rescue Mission
First Alabama Bank	Wachovia Settlement Services, LLC
First National Bank of Georgia	WSRE Television
Fisher Brown Insurance Company (Cost Analysis)	

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

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

### AFFIDAVIT OF NON-IDENTITY

BEFORE ME, the undersigned authority, personally appeared Richard Pitman, who, upon first being duly sworn, deposes and states as follows:

1. My name is Richard Pitman. 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 Special Warranty Deed recorded in Official Record Book 5188 at Page 681 of the public records of Escambia County, Florida.
3. I am not the same person as the Richard A. Pitman, Jr. referenced in those judgments recorded in Official Record Book 6506 at Page 1908, Official Record Book 5829 at Page 1067, Official Record Book 5823 at Page 73, and Official Record Book 6277 at Page 444, all of the public records of Escambia County, Florida.
4. I have never been married to Melissa Pitman.
5. I have never done business as R.A. Pitman Construction, R.A. Pitman, Jr. Home Builder, or R.A. Pitman, Jr. Homebuilders, LLC.

FURTHER AFFIANT SAYETH NAUGHT.

Dated this 6<sup>th</sup> day of January, 20 16.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

Witness Bernie W Manning  
Print Name Bernie W Manning

Witness Larry Goodwin  
Print Name LARRY GOODWIN

Richard Pitman  
Richard Pitman



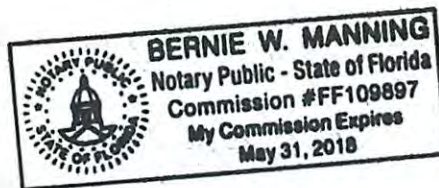
STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was sworn to, subscribed, and acknowledged before me this 6<sup>th</sup> day of January, 2016, by Richard Pitman who ( ) is personally known to me, or ( ☒ ) produced current Florida Driver License as identification.

Bernie W. Manning  
Signature of Notary Public

Bernie W. Manning  
Printed Name of Notary Public

(Notary Seal)



Source: Escambia County Property Appraiser



Navigate Mode



Account



Reference

[Restore Full Page Version](#)**General Information**

**Reference:** 212S316101000001  
**Account:** 094545100  
**Owners:** PITMAN RICHARD  
**Mail:** 7842 CHESTERFIELD RD  
 PENSACOLA, FL 32506  
**Situs:** 32506  
**Use Code:** NON-AG ACREAGE  
**Taxing Authority:** COUNTY MSTU  
**Tax Inquiry:** [Open Tax Inquiry Window](#)

Tax Inquiry link courtesy of Janet Holley  
 Escambia County Tax Collector

**2013 Certified Roll Assessment**

**Improvements:** \$0  
**Land:** \$12,825  


---

**Total:** \$12,825  
[Save Our Homes:](#) \$0

[Disclaimer](#)[Amendment 1/Portability Calculations](#)**Sales Data**

Sale Date	Book	Page	Value	Type	Official Records (New Window)
06/2003	5188	681	\$26,800	WD	<a href="#">View Instr</a>
06/1998	4278	1313	\$30,600	WD	<a href="#">View Instr</a>
06/1998	4278	1311	\$100	QC	<a href="#">View Instr</a>

Official Records Inquiry courtesy of Pam Childers  
 Escambia County Clerk of the Circuit Court and  
 Comptroller

**2013 Certified Roll Exemptions**

None

**Legal Description**

BEG AT SW COR OF SEC S 88 DEG 16 MIN 0 SEC E ALG S LI  
 1295 60/100 FT N 01 DEG 46 MIN 47 SEC E 1650 FT S...

**Extra Features**

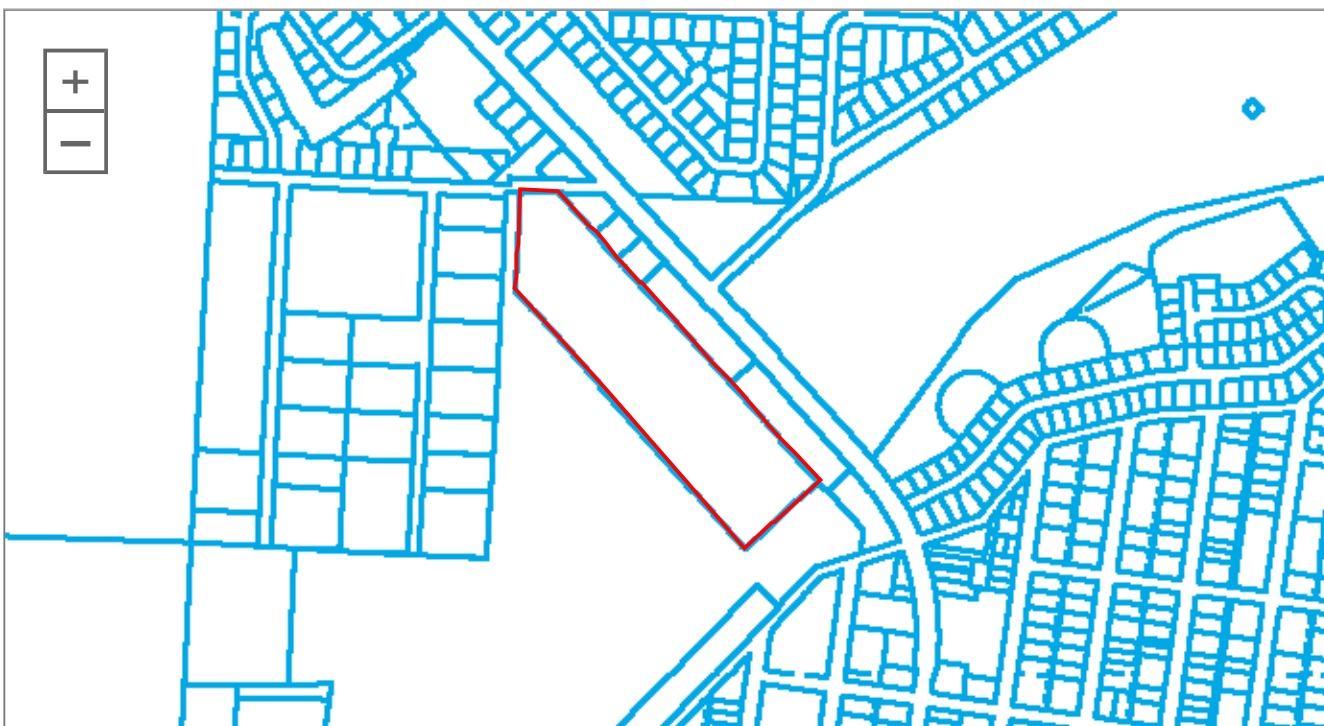
None

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

**Id:**  
[21-2S-31-2](#)

**Approx. Acreage:**  
 17.5000

**Zoned:**  
 R-4  
 SDD

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



# JONES SWAMP WETLAND PRESERVE SOUTHWEST GREENWAY TRAIL

Jaunita Williams Park  
Kayak & Canoe Launch  
505 Edgewater Dr.

Glynn Key Stormwater Wetland  
Education Boardwalk  
402 N. Navy Blvd

Trailhead & Parking  
198 Patton Drive

Lexington Terrace Park &  
Community Center  
700 S. Old Correy Field Rd.

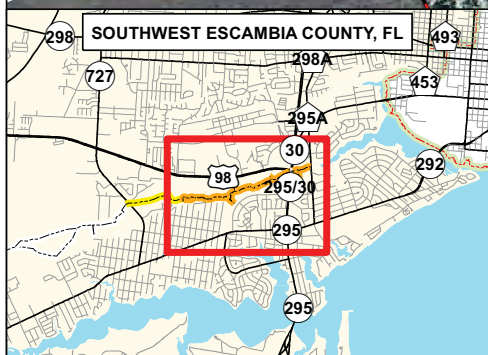
Property to be Acquired

TRAIL TO CONTINUE TO TARKLIN BAYOU  
& BIG LAGOON STATE PARKS

Trailhead & Parking  
1190 Decatur Ave

Trailhead & Parking  
1131 Patton Drive

Native Paths Education Center  
3300 Beloved Path



Source: Community Redevelopment Agency "This map is provided for informational purposes only and is not to be used for the development of construction plans or any type of engineering services based on the information depicted herein. It is maintained for the function of this office only. These data are not guaranteed accurate." Created January 6, 2014.



## Legend


- Jones Swamp Wetland Preserve
- County Parks
- Primitive Hiking Trail
- Under Construction
- Completed Trail





# Southwest Greenway & Trail System


## County Options to Connect Existing East & West Trail Components

**Option "A"** (Recommended)   
(Property Acquisition and On-Grade Trail Improvements)

**Pros:** Connects Southwest Greenway, most cost effective option, property to be acquired located within the Jones Swamp Wetland Preserve, provides option for future trailhead/access point off Inez Road, offers relatively natural setting for end users

**Cons:** Seller is requiring \$10,000 more than the appraised value of \$40,000, Gulf Power utility easement limits future development/restoration potential of property, owner unwilling to sell easement


**Cost:** \$50,000 Property Acquisition, \$10,000 On-Grade Trail Improvements... **\$60,000 Total**

**Option "B"**   
(Elevated Boardwalk, Bridges, and On-Grade Trail Improvements)

**Pros:** Connects Southwest Greenway, offers natural setting for end users, can be constructed on existing County property

**Cons:** Boardwalk west of Fairfield Drive susceptible to wildfire, does not allow for future trailhead/access point from Fairfield Drive area, least cost effective option, requires additional permitting



**Cost:** \$200,000 Elevated Boardwalk, \$110,000 Two Pedestrian Bridges across Jones Creek, \$10,000 On-Grade Trail Improvements... **\$320,000 Total**

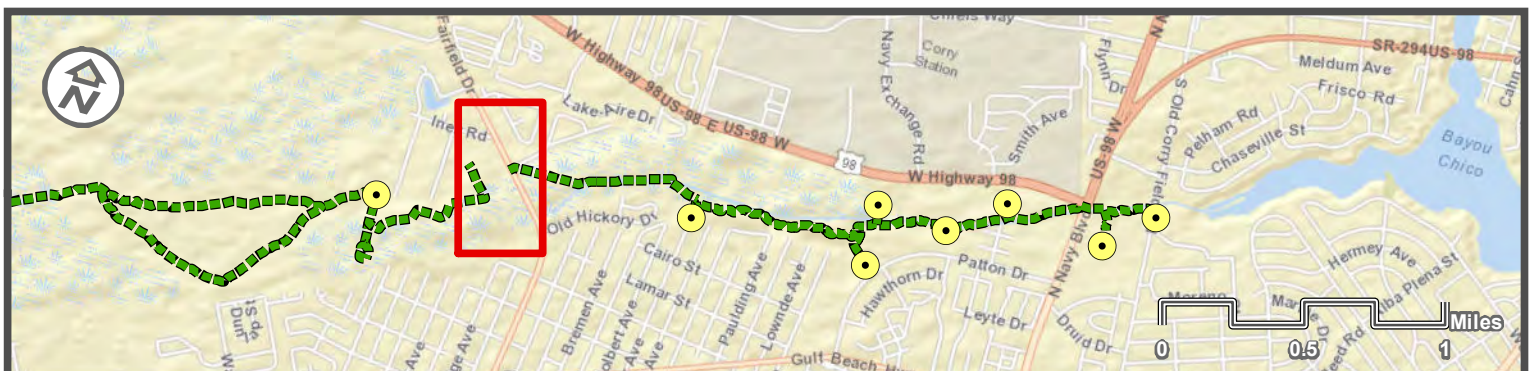
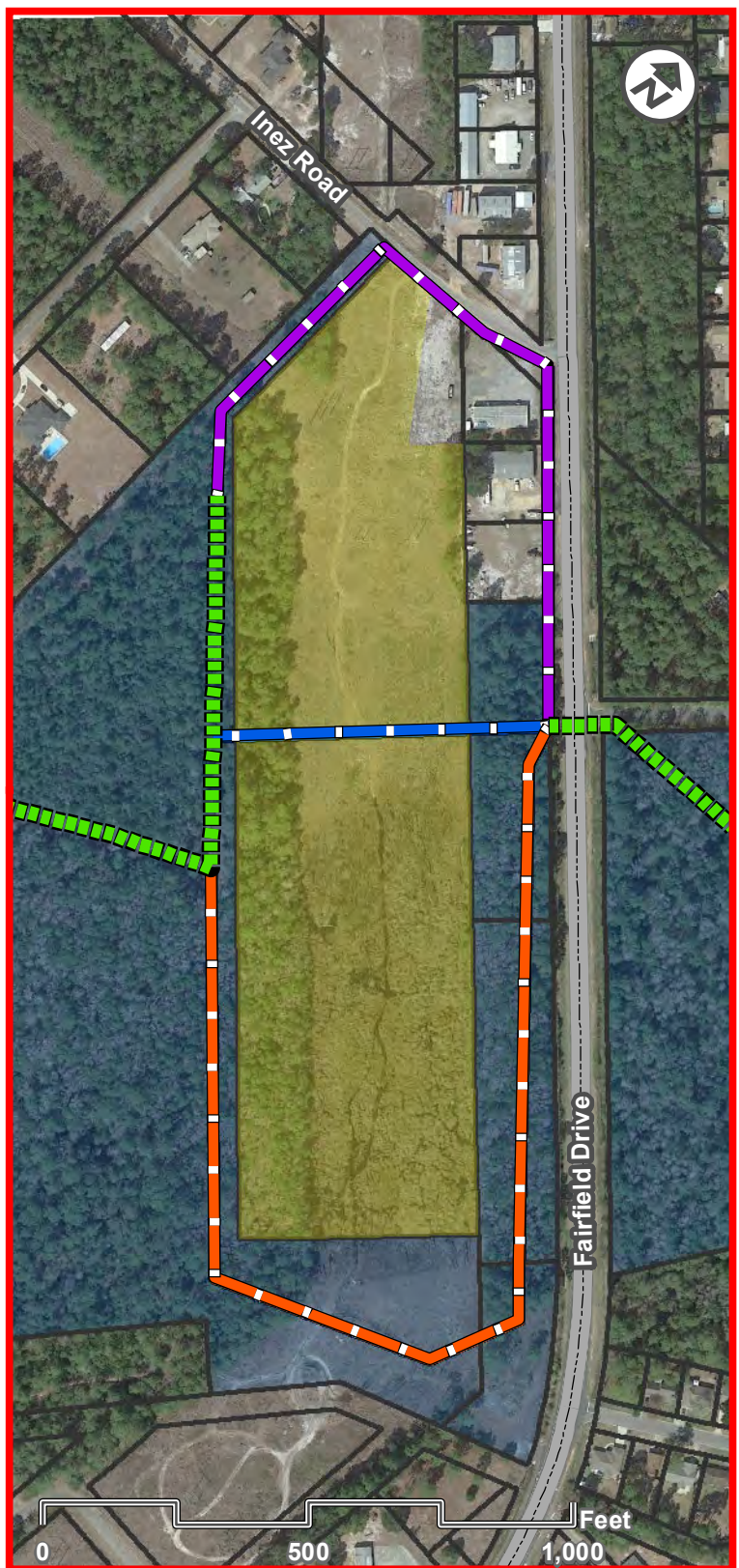
**Option "C"**   
(Sidewalk and On-Grade Trail Improvements)

**Pros:** Connects Southwest Greenway, can be constructed on existing County property and ROW

**Cons:** Not the most cost effective option, does not allow for future trailhead/access point from Fairfield Drive area, requires additional permitting does not offer a natural setting for end users

**Cost:** \$105,000 Sidewalk along Fairfield Drive and Inez Road, \$10,000 On-Grade Trail Improvements... **\$115,000 Total**

-  Existing Trail Access Points
-  Existing Southwest Greenway & Trail System
-  Property Acquisition with Option "A"
-  Existing County Parcels





## SOUTHWEST GREENWAY PROJECT



ESCAMBIA COUNTY PUBLIC  
WORKS DEPARTMENT / LWG  
06/11/15 DISTRICT 1 & 2



**RICHARD PITMAN PROPERTY /**  
**PARCEL REFERENCE NUMBER: 21-2S-31-6101-000-001**  
**ACCOUNT # 094545100**





## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

**AI-9609**

**County Administrator's Report 13. 2.**

**BCC Regular Meeting**

**Discussion**

**Meeting Date:** 01/21/2016

**Issue:** Request for Deferment of CDBG Low Interest Loan for Lydia Darnes

**From:** Tonya Gant, Director

**Organization:** Neighborhood & Human Svcs

**CAO Approval:**

---

#### **RECOMMENDATION:**

Recommendation Concerning Deferment of Community Development Block Grant Low Interest Loan for Lydia Darnes - Tonya Gant, Neighborhood & Human Services Department Director

That the Board either approve or deny the request from Lydia E. Darnes to defer her Community Development Block Grant (CDBG) low interest loan for three months.

#### **BACKGROUND:**

Lydia Darnes received assistance in 2012 through the County's Community Development Block Grant (CDBG) moderate housing rehabilitation program to make repairs to her homestead property at 811 Montclair Road. Over \$30,000 in repairs and lead based paint remediation were performed on her property, and a portion of the repair assistance was provided in the form of a five year, 5% interest loan. Monthly principal and interest payments for the \$6000 low interest loan total \$113.23 monthly. The mortgage (Exhibit I) and note (Exhibit II) were executed September 11, 2012.

Ms. Darnes submitted the attached correspondence (Exhibit III) requesting deferment of her payments for three months due to hardship resulting from budgeting issues. Ms. Darnes began making payments to the County in February 2013 and has made her payments in full monthly with the exception of the months of June, July and August of 2014, when she wrote requesting a similar deferment. Ms. Darnes also has a first mortgage with Regions Bank that pre-dates her assistance from the County.

As of January 1, 2016, her current low interest loan balance is \$2986. Ms. Darnes' property taxes are current and she is not in default of any other program terms. If approved by the Board, Ms. Darnes' new maturity date would be July 2018 for this loan.

#### **BUDGETARY IMPACT:**

Non-payment on the loan constitutes a default of the mortgage terms.

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

Not applicable.

**PERSONNEL:**

Not applicable.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

The County currently does not have a loan modification policy in place for recipients of HUD CDBG mortgages. Therefore, the modification requested by Ms. Darnes cannot be authorized by staff.

**IMPLEMENTATION/COORDINATION:**

Neighborhood Enterprise Division will coordinate any recommended action with the Clerk's Finance Division and/or the County Attorney's Office as appropriate.

---

**Attachments**

Ex I-Darnes LIL Mortgage

Ex II-Darnes LIL Note

EX III-Darnes Correspondence

---

EXHIBIT I

MORTGAGE DEED  
SHORT FORM

RAMCO FORM 612A

# This Indenture

Made this 11th day of September, A. D. 2012,

Between Lydia E. Darnes, a divorced unremarried woman

hereinafter called the Mortgagor, and Escambia County, whose mailing address is  
221 Palafox Place, Pensacola, Florida 32502  
hereinafter called the Mortgagee,

**Witnesseth,** That the said Mortgagor, for and in consideration of the sum of One Dollar to  
her in hand paid by the said Mortgagee, the receipt whereof is hereby acknowledged,  
she granted, bargained and sold to the said Mortgagee, its heirs and  
assigns, forever, the following described land, situate, lying and being in the County of  
Escambia, State of Florida, to-wit:

Lot 6, less the Westerly 10 feet, Block 23, in Montclair, Unit 3, a subdivision according to plat filed in  
Plat Book 5, at Page 74, of the Public Records of Escambia County, Florida.

(Property Address: 811 Montclair Road, Pensacola, Florida 32505)



and the said Mortgagor does hereby fully warrant the title to said land, and will defend the  
same against the lawful claims of all persons whomsoever.

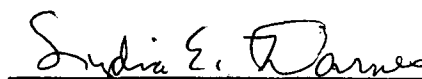
**Provided Always,** That if said Mortgagor, her heirs, legal representatives or  
assigns, shall pay unto the said Mortgagee, its legal representatives or assigns, a  
certain promissory note dated the 11th day of September, A. D. 2012, for  
the sum of Six Thousand & 00/100 ----- (\$6,000.00) ----- Dollars,  
payable in sixty (60) monthly installments with interest at Five (5%)  
\*\*THIS MORTGAGE WILL NOT BE SUBORDINATED UNDER ANY CIRCUMSTANCES\*\*  
per cent. from September 11, 2012 signed by Lydia E. Darnes

and shall pay all sums payable hereunder, and per-  
form, comply with and abide by each and every the stipulations, agreements, conditions and cove-  
nants of said promissory note and of this mortgage, and shall duly pay all taxes, and also insurance  
premiums reasonably required, and all costs and expenses including a reasonable attorney's fee,  
which said Mortgagee may incur in collecting money secured by this mortgage, and also in  
enforcing this mortgage by suit or otherwise, then this mortgage and the estate hereby created

shall cease and be null and void. **In Witness Whereof,** the said Mortgagor hereunto set  
her hand and seal the day and year first above written.

Signed, sealed and delivered in presence of us:

  
Ralph Downey  
  
Edward Bryan

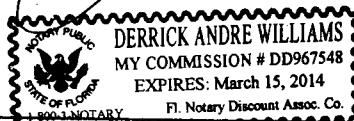
  
Lydia E. Darnes

This Instrument prepared by: Neighborhood Enterprise Foundation, Inc. for Escambia County  
Address Post Office Box 18178, Pensacola, Florida 32523-8178

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 11th day of September, 2012, by Lydia E. Darnes, who is personally known to me or who has produced Florida Driver License as identification and who ~~did~~ (did not) take an oath.

*Derrick Andre Williams*  
Signature



Notary Public

RAMCO FORM 6MA

**Mortgage Deed**  
SHORT FORM

From

Date

(CAN)

**ESCAMBIA COUNTY  
COMMUNITY DEVELOPMENT BLOCK GRANT  
HOUSING REHABILITATION PROGRAM**

**EXHIBIT II**

*"You" means the lender, its successors and assigns*

Name Lydia E. Darnes  
Address 811 Montclair Road  
Pensacola, Florida 32505  
*Borrower's Name and Address includes each borrower*  
*above, jointly and severally.*

Loan Number 146-128681  
Date September 11, 2012  
Maturity Date February 1, 2018  
Loan Amount \$6,000.00

**PROMISSORY NOTE**

I (we) promise to pay Escambia County Clerk of the Circuit Court, 221 Palafox Place, Suite 140, Pensacola, Florida 32502 the principal sum of:  
Six Thousand & 00/100 ----- Dollars \$ 6,000.00 plus  
interest from February 1, 2013 at the rate of Five (5%) % per  
until February 1, 2018. I (we) will pay this amount in 60 installments of \$ 113.23  
each, beginning February 1, 2013 and continuing on the same day of each month.

**PAYMENTS:** Each payment, when made, shall be applied first toward the finance charges with the remainder of each payment being applied to reduce the principal balance. The final payment may be more or less than the amount scheduled depending upon my payment record.

**PREPAYMENT:** I (we) may repay this note, in whole or in part, at any time. However, any partial prepayment will not excuse any later scheduled payments until this note is paid in full. There will not be a refund or any additional finance charges listed above upon prepayment in full.

**DELINQUENCY AND DEFAULT:** I (we) agree to pay the costs you incur to collect this note in the even of my (our) default, including your reasonable attorney's fees.

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	AMOUNT FINANCED	TOTAL OF PAYMENTS
Five (5%) Percent	\$793.63	\$6,000.00	\$6,793.63

**My Payment Schedule will be:**

Number of Payments	Amount of Payment	When Payments Are Due
60	\$113.23 per month	First day of each month

Security: I am (we are) giving a security interest in:

First Mortgage, 811 Montclair Road, Pensacola, Florida 32505

**Prepayment:** If I (we) payoff this note early, I will not have to pay a penalty.

**Assumption:** Someone buying my (our) home cannot assume the remainder of the mortgage on the original terms.

This note is secured by a separate mortgage dated September 11, 2012.

**Security Agreement:** I (we) give you a security interest in the property described below:

Lot 6, less the Westerly 10 feet, Block 23, in Montclair, Unit 3, a subdivision according to plat filed in Plat Book 5,  
at Page 74, of the Public Records of Escambia County, Florida.

I (we) agree to the terms of the note and security agreement above and acknowledge receipt of at least one copy on today's date.

Witness	<u><i>Devick Williams</i></u>	Signature	<u><i>Sydia E. Darnes</i></u>
Witness	_____	Signature	_____

This document was prepared by: Neighborhood Enterprise Foundation, Inc.  
Post Office Box 18178, Pensacola, Florida 32523





From: Lydia E. Darnes  
811 Montclair Road  
Pensacola, FL 32505  
Acct. # 128681 361002  
Phone # 850-380-7863

To: Ms. Meredith Nunnari  
221 Palafox Place  
Suite 200  
Pensacola, FL 32502

I, Lydia Darnes, am requesting three months deferment beginning in January 2016 thru March 2016 on my monthly payment of 113.23 mo. due to hardship. Christmas expenses were made which caused me to ask for this deferment.

I would begin making payments again on April 1, 2016.  
Thank you very much for considering this application Request. Sincerely,

Lydia E. Darnes



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

**AI-9611**

**County Administrator's Report 13. 3.**

**BCC Regular Meeting**

**Discussion**

**Meeting Date:** 01/21/2016

**Issue:** Request for Modification of HOME Low Interest Loan for William and Helen Schofield

**From:** Tonya Gant, Director

**Organization:** Neighborhood & Human Svcs

**CAO Approval:**

---

#### **RECOMMENDATION:**

Recommendation Concerning Request for Modification of HOME Investment Partnerships Program (HOME) Low Interest Loan from William and Helen Schofield - Tonya Gant, Neighborhood & Human Services Department Director

That the Board either approve or deny the request from William G. and Helen H. Schofield to modify their HOME Low Interest Loan from a 5-year loan to a 10-year loan.

#### **BACKGROUND:**

William and Helen Schofield received assistance in 2014 through the County's HOME Investments Partnerships Program (HOME) Substantial Rehabilitation/Reconstruction Program for reconstruction of their homestead property at 9210 Academy Street, Century, Florida. Total assistance provided to the family was over \$71,000 (which includes soft costs such as appraisals, title work, etc.) for demolition and reconstruction of a new home. A portion of the assistance the family received was in the form of a five year, 5% interest loan. Monthly principal and interest payments for the \$12,775 low interest loan total \$241.08 monthly. The mortgage (Exhibit I) and note (Exhibit II) were executed on February 14, 2014.

The Schofield family submitted the attached correspondence (Exhibit III) requesting a modification of their loan from a 5 year loan to a 10 year loan in order to make the monthly payments more affordable due to hardship from health reasons. Mr. and Mrs. Schofield's loan began in March 2015 and to date they have made full payments in March, April, and October 2015 and a partial payment in December 2015. As of January 1, 2016, their current loan balance is \$12,099.97. They owe for 2014 taxes.

If approved by the Board, the new monthly payments would be \$129.50 and the loan maturity date would be February 2026. New payments would go into effect February 1, 2016.

**BUDGETARY IMPACT:**

Non payment of the HOME loan constitutes a default of the mortgage terms.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

If the request is approved by the Board, Neighborhood Enterprise Division will prepare a Modification of Mortgage and Note for execution by the Homeowner in consultation with the County Attorney's Office.

**PERSONNEL:**

Not applicable.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

The County currently does not have a loan modification policy in place for recipients of HUD HOME assistance. Therefore, the Schofield family is requesting a mortgage modification which cannot be authorized by staff.

**IMPLEMENTATION/COORDINATION:**

Neighborhood Enterprise Division will coordinate any recommended action with the Clerk's Finance Division and/or the County Attorney's Office as appropriate.

---

**Attachments**

Ex I-Schofield LIL Mortgage

Ex II-Schofield LIL Note

Ex III-Schofield Correspondence

---

# This Indenture

*Made this 14<sup>th</sup> day of October, 2014*

**Between** William G. Schofield and Helen H. Schofield, husband and wife, hereinafter called Mortgagor, and  
Escambia County, hereinafter called the Mortgagee,

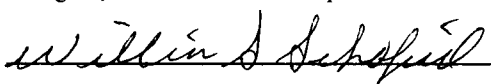
**Witnesseth**, That the said Mortgagor, for and in consideration of the sum of One Dollar to  
them in hand paid by the said Mortgagee, the receipt whereof is hereby acknowledged, granted, bargained and  
sold to the said Mortgagee, Its heirs and assigns, forever, the following described land, situate, lying and being  
in the County of Escambia, State of Florida, to-wit: **Section 32, Township 6 North, Range 30 West;**  
**Begin at a point where the West line of Lot 7 of said Section 32 intersects the North right of way**  
**line of Henry Street; thence North 200 feet along the West line of said Lot 7 for a point of**  
**beginning; thence North along the West line of said Lot 7 100 feet; thence West 250 feet to the East**  
**right of way line of Wright Street; thence Southerly along the East right of way line of Wright Street**  
**100 feet; thence East 210 feet to the point of beginning. Containing 0.50 acres, more or less, in**  
**Town of Century, Florida, formerly known as the Town of South Flomaton, Florida.**


and the said Mortgagor does hereby fully warrant the title to said land, and will defend the same against the  
lawful claims of all persons whomsoever.

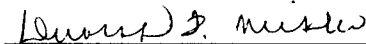
**Provided Always**, That if said Mortgagor, their heirs, legal representatives or assigns, shall pay  
unto the said Mortgagee, its legal representatives, or assigns, a certain promissory note dated the 14th day of  
October, 2014, for the sum of **Twelve thousand seven hundred seventy-five and 00/100 Dollars**  
**(\$12,775.00)**, payable in sixty (60) monthly installments over a five (5) year period, with interest at five (5)  
percent (5%), from March 15, 2015, and continuing on the same day of each month until February 15, 2020,  
and signed by William G. Schofield and Helen H. Schofield, and shall pay all sums payable hereunder, and  
perform, comply with and abide by each and every the stipulations, agreements, conditions and covenants of  
said promissory note and of this mortgage, and shall duly pay all taxes, and also insurance premiums  
reasonably required, and all costs and expenses including a reasonable attorney's fee, which said Mortgagee  
may incur in collecting money secured by this mortgage, and also in enforcing this mortgage by suit or  
otherwise, then this mortgage and the estate hereby created shall cease and be null and void. This Mortgage  
shall not be subordinated under any circumstances.

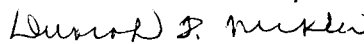
**In Witness Whereof**, the said Mortgagor hereunto set their hand and seal the day and year first  
above written.

Signed, sealed and delivered in presence of us:

  
William G. Schofield, Homeowner

  
Helen H. Schofield

  
Deborah F. Nickles, Witness

  
Deborah F. Nickles, Witness

This Instrument prepared by: Deborah F. Nickles, Agent for the Town of Century, 7995 North Century Boulevard,  
Century, Florida 32535. Phone: (850) 256-3208.

**This Certificate is attached to an Indenture/Mortgage instrument provided by Escambia County and signed by William G. Schofield and Helen H. Schofield on October 14, 2014.**

**STATE OF FLORIDA  
County of Escambia**

Sworn to and subscribed before me this 14<sup>th</sup> day of October, 2014, by William G. Schofield and Helen H. Schofield, who are both personally known to me and who did take an oath.

Deborah F. Nickles  
Notary Public – State of Florida

**Deborah F. Nickles  
Notary Public  
State of Florida  
My Commission Expires 11/13/2017  
Commission No. FF49774**

This Instrument prepared by:  
Deborah F. Nickles, Agent for the Town of Century  
7995 North Century Boulevard, Century, Florida 32535  
Phone: (850) 256-3208

ESCAMBIA HOME CONSORTIUM  
PROMISSORY NOTE

\$12,775.00

Escambia County, Florida  
Date: October 14, 2014

**FOR VALUE RECEIVED**, the undersigned Maker promises to pay to Escambia County, Florida, a political subdivision of the State of Florida or assigns, or its duly authorized servicing agent, the principal sum of **Twelve thousand seven hundred seventy-five and 00/100 dollars (\$12,775.00)**, plus interest from March 15, 2015, at the rate of five percent (5%) until February 15, 2020. Each payment shall be made payable to Escambia County and shall be remitted to: Escambia County Clerk of the Circuit Court, 223 Palafox Place, Pensacola, Florida 32501, or other place as the holder may designate in writing. This Promissory Note is secured by a mortgage between the parties hereto and dated even herewith (the "mortgage"). The amount payable hereunder shall be paid as follows:

The total principal sum as set forth above shall be due and payable in sixty (60) installments of **\$241.08** each, beginning March 15, 2015, and continuing on the same day of each month. Each payment, when made, shall be applied first toward the finance charges with the remainder of each payment being applied to reduce the principal balance. The final payment may be more or less than the amount scheduled depending upon the maker's payment record.

The undersigned Maker may repay this note, in whole or in part, at any time. However, any partial prepayment will not excuse any later scheduled payments until this note is paid in full. There will not be a refund of any additional finance charges listed above upon prepayment in full. If the undersigned Maker decides to pay off this note early, the Maker will not have to pay a penalty.

Each maker and endorser waives presentment, notice of dishonor, protest and other notices or demand in connection with the delivery, acceptance, performance, default, or enforcement of this note, and all other requirements necessary to hold each of them liable as makers or endorsers, as applicable. Each maker and endorser further waives any "venue privilege" and/or "diversity of citizenship privilege" which they have not or have in the future, and do hereby specifically agree notwithstanding the provision of any state or federal law to the contrary, that the venue for the enforcement, construction or interpretation of this note shall be the County Court or Circuit Court selected by the holder hereof and they do hereby specifically waive the right to sue or be sued in the court of any other county or in any federal court, or in any state of federal administrative tribunal.

It is agreed that on failure to pay the principal of this note when due and payable, each maker and endorser, jointly or severally, shall pay to the holder hereof all costs of collection, including reasonable attorney's fees, whether incurred with respect to the collection, trial, appeal, endorsement or any judgment based on this note, or otherwise.

If any of said installments shall not be paid when due, or if a default occurs in the performance of any other agreement in this note or in the Mortgage referred to below, or if a default occurs in the performance of any other obligation of any maker or endorser to the holder of this note which default is not cured within the time provided thereof, or upon the happening of any one of the following specified events by any maker or endorser: insolvency (however evidenced) or the commission of any act of insolvency; the making of a general assignment for the benefit of creditors; the filing of any petition or the commencement of any proceeding by or against any maker or endorser for any relief under any bankruptcy or insolvency laws, or any laws relating to the relief of debtors, extension, which proceeding is not dismissed within thirty (30) days; suspension of the transaction of the usual business of any maker or endorser; or the past or future making of false representation or warranty by any maker or endorser in connection with any loan or loans by the holder of this note to any maker or endorser, then entire principal sum and accrued interest shall immediately become due and payable without notice, at the option of the holder of this note, time being of the essence of this note. Failure to exercise such option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default.

It is agreed that each maker and endorser, jointly and severally, consents to any extensions or renewals or modifications of this note, or any part hereof, without notice and each maker and endorser agrees that they will remain liable as such during any extension or renewal or modification hereof until the entire indebtedness evidenced by this note is fully paid.

This note shall be construed in all respects and enforced according to the laws of the State of Florida.

**BORROWER:**

**Print Name:** William G. Schofield & Helen H. Schofield

X William G. Schofield  
X Helen Schofield

**STATE OF FLORIDA**  
**County of Escambia**

The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of October, 2014, by William G. Schofield and Helen H. Schofield, who are both personally known to me and who did take an oath.

Deborah F. Nickles  
Notary Public  
State of Florida  
My Commission Expires 11/13/2017  
Commission No. FF49774

Deborah F. Nickles  
Notary Public, State of Florida



EXHIBIT III

9210 Academy Street  
Century, Florida 32535  
October 8, 2015

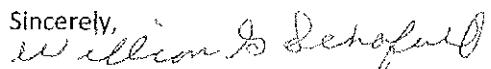

Meredith Reeves Nunnari  
Neighborhood Enterprise Division  
Escambia County  
221 Palafox Place, Suite 200  
Pensacola, FL 32502

Dear Mrs. Nunnari:

In reference to our Mortgage (recorded at Or Book 7302, Page 1419) and the Promissory Note, would it be possible to refinance our 5-year Mortgage to a 10-year Mortgage in order to reduce our monthly payments? We are experiencing financial hardship due to health reasons and at this time, we are having a hard time making our monthly house payment.

Thank you for your consideration.

If you have any questions or need additional information, please contact us at (850) 256-2949.

Sincerely,  
  


William & Helen Schofield



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

AI-9667

County Administrator's Report 13. 4.

BCC Regular Meeting

Discussion

Meeting Date: 01/21/2016

Issue: Blue Jacket Jamboree

From: Steven Barry, District 5 Commissioner

Organization: Board of County Commissioners

CAO Approval:

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#### **RECOMMENDATION:**

Recommendation Concerning the Request for Funding from the Northview High School FFA for the Blue Jacket Jamboree - Steven Barry, District V Commissioner

That the Board consider and approve the request from the Northview High School FFA, for \$2,500 to be funded from the 4th Cent Tourist Development Tax, for the Blue Jacket Jamboree, and approve the Purchase Order for this purpose.

#### **BACKGROUND:**

Northview FFA is requesting funding for the Blue Jacket Jamboree, which will be held April 23 for surrounding communities to help students obtain scholarships and transportation funding for state and national conventions. This event has brought in upwards of 500 citizens and partners with local vendors and businesses.

#### **BUDGETARY IMPACT:**

The Board placed \$250,000 in the 4th Cent Tourist Development Tax reserves. These funds are from the remaining District V allocated portion.

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

N/A

#### **PERSONNEL:**

N/A

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

N/A

#### **IMPLEMENTATION/COORDINATION:**

N/A

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## Attachments

*No file(s) attached.*

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## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

**AI-9646**

**County Attorney's Report 13. 1.**

**BCC Regular Meeting**

**Action**

**Meeting Date:** 01/21/2016

**Issue:** Agreements with the Poarch Band of Creek Indians relating to Fire Protection Services

**From:** Kristin Hual, Assistant County Attorney

**Organization:** County Attorney's Office

**CAO Approval:**

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### **RECOMMENDATION:**

Recommendation Concerning Memorandum of Agreement and Mutual Aid Agreement with the Poarch Band of Creek Indians relating to Fire Protection Services.

That the Board take the following action:

A. Approve the Memorandum of Agreement with the Poarch Band of Creek Indians relating to Fire Protection Services for Tribe property located on the 8100 block of Nokomis Road;

B. Approve the Mutual Aid Agreement relating to Fire Protection Services for Tribe property located on the 8100 block of Nokomis Road; and

C. Authorize the Chairman to execute the Memorandum of Agreement; and

D. Authorize the Fire Chief, on behalf of Escambia County, by and through the Fire Rescue Division of the Department of Public Safety, to execute the Mutual Aid Agreement.

### **BACKGROUND:**

Certain real property located on the 8100 block of Nokomis Road in Escambia County, Florida, is held in trust by the United States of America for the benefit of the Poarch Band of Creek Indians (Tribe). The subject property is exempt from ad valorem taxes and ad valorem assessments.

The Memorandum of Agreement establishes the terms and conditions whereby the County shall provide fire protection services for the Tribe's property, and, in turn, the Tribe shall pay the County at a rate equivalent to the current commercial property rate for the non-ad valorem special assessment for the County's Municipal Service Benefit Unit for fire protection services. The Mutual Aid Agreement sets forth the terms whereby

the Escambia County Fire Rescue Division of the Department of Public Safety and the Tribe Fire Department may provide mutual aid and cooperate at the scene of any fire or emergency on Tribe property.

**BUDGETARY IMPACT:**

N/A

**LEGAL CONSIDERATIONS/SIGN-OFF:**

Assistant County Attorney, Kristin D. Hual prepared the Agreements.

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

**IMPLEMENTATION/COORDINATION:**

N/A

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**Attachments**

Memorandum of Agreement

Mutual Aid Agreement

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**MEMORANDUM OF AGREEMENT BETWEEN  
ESCAMBIA COUNTY AND THE POARCH BAND OF CREEK INDIANS  
RELATING TO FIRE PROTECTION SERVICES**

This Memorandum of Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2016, by and between Escambia County, Florida, a political subdivision of the State of Florida, acting through its Board of County Commissioners, with an administrative address of P.O. Box 1591, Pensacola, Florida 32597, and the Poarch Band of Creek Indians, a federally recognized Indian Tribe, with an administrative address of 5811 Jack Springs Road, Atmore, Alabama 36502.

**WITNESSETH:**

**WHEREAS**, the Poarch Band of Creek Indians (hereinafter referred to as "Tribe") is a federally recognized Indian Tribe whose principal place of business is located within the exterior boundaries of the State of Alabama. The Tribe is recognized by the United States Government, Department of the Interior and the Bureau of Indian Affairs, with approximately 335 acres of land located within the external boundaries of Alabama which is held in trust by the United States of America for the benefit of the Tribe; and

**WHEREAS**, the United States of America also holds title in trust for the Tribe certain real property located on the 8100 block of Nokomis Road in Escambia County, Florida more particularly described in the attached deed labeled **Exhibit A** (hereinafter referred to as the "Property"); and

**WHEREAS**, Escambia County, Florida, by and through the Fire Rescue Division of the Department of Public Safety (hereinafter referred to as "County"), maintains fire protection equipment and personnel for the purpose of responding to fires and other emergencies; and

**WHEREAS**, the Tribe and County desire that the County provide fire protection services for the Tribe's Property as provided herein; and

**WHEREAS**, the parties find that the provision of such fire protection services for the Property serves a valid public purpose.

**NOW THEREFORE**, for and in consideration of the mutual covenants contained herein the Parties agree as follows:

**Article 1.     Purpose.**

1.1     The foregoing recitals are true and correct and incorporated herein by reference.

1.2     The purpose of this Agreement is to establish the terms and conditions under which the County will provide fire protection services for the Tribe's Property as provided herein. For the purpose of this Agreement, "fire protection services" shall mean fire suppression services, including response to actual or impending fire incidents, hazardous materials incident response, rescue services, and extrication and disentanglement services.

**Article 2.**     Responsibilities of the Parties.

2.1     The County agrees:

- (a)     To automatically dispatch fire protection services to all emergency incidents at or near the Property and including all areas within the boundaries of the Property.
- (b)     To coordinate with other fire protection service organizations as necessary for the purpose of providing fire protection services at or near the Property and including all areas within the boundaries of the Property.

2.2     The Tribe agrees:

- (a)     In exchange for the provision of fire protection services referenced above by County, Tribe agrees to pay County .045 cents per square foot of all improvements to the Property. Said rate shall be the equivalent of the current commercial property rate for the non-ad valorem special assessment for the County's Municipal Service Benefit Unit for fire protection services and is subject to adjustment on an annual basis. Any adjustment to the rate shall be consistent with adjustments to the commercial property rate for the non-ad valorem special assessment for the County's Municipal Service Benefit Unit for fire protection services. Rate adjustments shall be memorialized by written amendment to the Agreement.
- (b)     To pay County for false fire alarms reported from any area within the boundaries of the Property as provided in the penalty fee assessment, attached hereto as **Exhibit B**.
- (c)     To pay all amounts due under this Agreement within thirty (30) days of receipt of an invoice.

**Article 3.**     General Provisions.

3.1     Public Records. The parties acknowledge that this Agreement and any documents that are directly related to and necessary for this Agreement may be subject to disclosure to members of the public by the County pursuant to Chapter 119, Florida Statutes, as amended. The parties agree to be governed by the disclosure requirements of that Chapter with respect to those documents only. Except as otherwise specifically provided herein, nothing shall be construed to obligate the Tribe to comply with Chapter 119, Florida Statutes.

3.2     Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The parties stipulate that venue for any court action shall be in a federal district court for the County of Escambia, State of Florida.

3.3     Term. The term of this Agreement shall commence upon execution by both parties and continue for a period of one (1) year unless earlier terminated as provided herein. Thereafter, the Agreement shall automatically renew for additional one (1) year periods unless earlier terminated by either party as provided herein.



3.4 Termination. The parties reserve the right at any time during the term, and for any reason whatsoever in either party's sole discretion, to terminate this Agreement. Each party may exercise its right of termination for convenience by furnishing to the other party written notice of its election to do so. The termination for convenience by the Tribe shall be effective immediately upon receipt of such notice. The termination for convenience by the County shall be effective thirty (30) days following the date of the receipt of such notice and shall result in proration of the amounts due from the Tribe under this Agreement. In no event shall a termination for convenience be deemed a default under this Agreement, and a termination for convenience shall not subject a party to any penalty, claim for damages, liquidated damages, or any other claim of any type.

3.5 Notices. All notices required by the Agreement to be given by one party to the other shall be effective only when sent in writing, either hand delivered or mailed by registered or certified mail, return receipt requested, addressed as follows:

To Tribe:

Poarch Band of Creek Indians  
5811 Jack Springs Road  
Atmore, AL 36502

To County:

County Administrator  
221 Palafox Place, Suite 420  
Pensacola, Florida 32502

All notices required or to be given hereunder shall be deemed to have been properly given on the third day after being deposited in the United States Mail, with adequate postage, sent by registered or certified mail with return receipt requested, to the appropriate party at the addresses set out above, or when delivered after being deposited with a nationally recognized overnight courier such as Federal Express, Express Mail, or other such overnight delivery service for next-day delivery. 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 ten (10) days prior notice of the address change.

3.6 Miscellaneous. All references to Florida law, including any referenced statutes, and/or Escambia County, Florida Ordinances are for convenience only and do not constitute an implied or express waiver of sovereign immunity or consent by the Tribe to the application of State or local law on or to the Tribe or Tribal trust property. For purposes of this Agreement, the singular includes the plural and the plural shall include the singular. References to statutes or regulations 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 either party 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 this Agreement, it shall immediately notify the other party and request clarification of its 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 the terms and provisions hereof.

3.7 Severability. The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion shall be deemed severed from this Agreement and the balance shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provision.

3.8 Entire Agreement. This Agreement, including its schedules, exhibits, and other documents attached hereto, constitutes the entire and integrated Agreement between the parties and supersedes and nullifies all prior and contemporaneous negotiations, representations, understandings, and Agreements, whether written or oral, with respect to the subject matter hereof.

3.9 Waiver. The failure of either party to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of any other provision or of either party's right to thereafter enforce the same in accordance with this Agreement in the event of a continuing or subsequent default on the part of either party.

3.10 Effective Date. This Agreement shall become effective upon the date last executed by the parties named herein.

**(Signature Page Follows)**

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement on the respective dates under each signature: Escambia County, Florida, through its Board of County Commissioners signing by and through its Chairman, authorized to execute same by Board action and the Poarch Band of Creek Indians, by and through its Chairman, duly authorized to execute same.

**ESCAMBIA COUNTY, FLORIDA**, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners.

By: \_\_\_\_\_  
Grover C. Robinson, IV, Chairman

ATTEST: Pam Childers  
Clerk of the Circuit Court

BCC Approved: \_\_\_\_\_

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

(SEAL)

**TRIBE:**  
**THE POARCH BAND OF CREEK INDIANS**

By: \_\_\_\_\_  
Tribal Chair, Stephanie A. Bryan

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

Approved as to form and legal  
sufficiency.

By/Title: K. Alcala  
Date: 1/7/16



STATE OF FLORIDA :  
ESCAMBIA COUNTY :

STATUTORY WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS: That POARCH BAND OF CREEK INDIANS, a federally recognized Indian tribe organized under the laws of the United States, the Grantor, Route 3, Box 243-A, Atmore, Alabama 36502, for and in consideration of the sum of ONE DOLLAR AND OTHER GOOD AND VALUABLE CONSIDERATIONS to it in hand paid by UNITED STATES OF AMERICA, in trust for the Poarch Band of Creek Indians as authorized by Sec. 5 of the act of June 18, 1934 (48 Stat. 985, 25 U.S.C. 465), Route 3, Box 243-A, Atmore, Alabama 36502, the Grantee, the receipt whereof is hereby acknowledged, does bargain, sell, convey and grant unto the said Grantee, its successors in trust and assigns forever, the following described real property situated in Escambia County, Florida, to-wit:

Commence at the Southeast corner of the Northwest Quarter of Section 5, Township 5 North, Range 33 West, Escambia County, Florida; thence go West along the South line of the Northwest Quarter of said Section 5 for a distance of 420 feet; thence run North for a distance of 40 feet to the point of beginning; thence continue North along said line for a distance of 210 feet; thence run West for a distance of 210 feet; thence run South for a distance of 210 feet; thence run East 210 feet to the point of beginning, containing one acre, more or less,

together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, free from all exemptions and rights of homestead.

IN WITNESS WHEREOF the Grantor has caused these presents to be executed this 21st day of November, 1984.

POARCH BAND OF CREEK INDIANS

Signed, sealed and delivered in the presence of:

By: Edith L. Tullis  
Tribal Chairman

Attest: Eugene Anderson  
Secretary



## **EXHIBIT B**

### **FALSE FIRE ALARM FEE SCHEDULE**

No fee shall be charged for the first false fire alarm in any calendar year. For each subsequent false fire alarm that occurs during the calendar year, Tribe shall be charged a fee based upon the following fee schedule:

Second false fire alarm:	\$50.00
Third false fire alarm:	\$50.00
Fourth false fire alarm:	\$100.00
Fifth false fire alarm:	\$200.00
Sixth false fire alarm:	\$300.00
Seventh false fire alarm:	\$400.00
Eighth and each additional false fire alarm:	\$500.00

After the first and each additional false fire alarm in any calendar year, Tribe must, within 30 days thereafter, file a written certificate with the Escambia County Fire Chief from a licensed fire alarm contractor certifying that the fire alarm system has been inspected and is functioning properly.

# **MUTUAL AID AGREEMENT**

**Between**

**Escambia County, Florida, by and through the Fire Rescue Division of the Department of Public Safety, and the Poarch Band of Creek Indians, by and through its Fire Department**

## **Mutual Aid Agreement**

**We, the undersigned authorized representatives of the Escambia County Fire Rescue ("County") and the Poarch Band of Creek Indians Fire Department ("Tribe"), do hereby agree to cooperate at the scene of any fire or emergency wherein human lives and/or property are threatened on the Tribe's property located in the 8100 block of Nokomis Road in Escambia County, Florida, more particularly described in Exhibit "A" attached hereto. We further agree to abide by the rules and regulations as set forth in this Agreement:**

- 1. Departments agree to provide mutual aid, both upon specific request or automatic alarm assignment, to any emergency with available personnel and equipment. Mutual aid will not be provided if the Tribe feels that rendering such aid will place its other properties or operations in jeopardy.**
- 2. The request for assistance should be made by an officer or the incident commander ("IC") of the department needing such aid. Such requests are to be made through each department's Emergency Communications Center (ECC).**
- 3. All departments agree that assistance in the form of manpower and/or specialized equipment will only be rendered if specifically requested by the County, except as follows:**
  - A. Preplanned automatic alarm assignments (run orders) are established by agreement of the Chiefs of the departments involved and on file with each department's ECC.**
  - B. Run orders shall be established indicating the incident types and type(s) and kind(s) of resources required. Modifications to established run orders resulting in increased frequency shall only be made upon agreement of the involved parties.**
  - C. This Agreement shall supersede any other mutual aid agreements that the participating departments have with each other now.**
- 4. When mutual aid has been requested and is subsequently determined to be unnecessary, the incident commander for the County will cancel the responding mutual aid from the Tribe. The Tribe's responding units shall not be cancelled unless it is**

**determined that units from the County will arrive on scene prior to units from the Tribe, and that the Tribe's response and mutual aid will not be needed.**

- 5. Whenever the Tribe is unable to respond to a request for aid, the Tribe shall immediately notify the County's ECC who shall advise the County so that alternative arrangements can be made.**
- 6. The County department requesting mutual aid will make every attempt to accurately describe the location, the equipment needed, number of personnel requested, and the condition of the emergency. The Tribe's responding unit(s) will follow all instructions as completely as possible.**
- 7. Unless directed otherwise, upon arrival at the incident scene, responding units will assume Level I staging, and the officer in charge (OIC) of the mutual aid resources will await direction from the IC for assignment. The OIC will deploy his personnel and equipment as directed by the IC. The first department on scene will establish incident command and direct on-scene operations until relieved by an authorized representative of the County.**
- 8. Once on scene of any incident, mutual aid units shall not secure their operations (leave the scene) until the IC has released such units from the scene. In the event that the personnel or equipment of the Tribe is in jeopardy or in the event that the Tribe needs to respond to an incident within their own jurisdiction, the on-scene OIC of such department shall immediately notify the IC of the need to secure their operations and return to their own district. In this event, the IC shall make arrangements to release such units as quickly and safely as possible.**
- 9. The department providing mutual aid shall be responsible for maintaining appropriate certification and insurance for all personnel providing mutual aid.**
- 10. This Agreement shall remain in full force and effect for as long as the Memorandum of Agreement between Escambia County and the Poarch Band of Creek Indians relating to Fire Protection Services remains in effect unless earlier terminated at the request of either party upon the requesting party providing at least thirty (30) days' written notification of such request to the other party and each department's ECC.**



Notwithstanding any of the above, both departments hereby agree to work in harmony for the good of the fire service and for the protection of human life and property on the Tribe's property located in the 8100 block of Nokomis Road in Escambia County, Florida, more particularly described in Exhibit "A". It is further agreed that any changes, alterations, amendments to this document will be made by agreement of the parties involved.

We hereby execute this agreement on this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Patrick T. Grace, Fire Chief

Escambia County Fire Rescue

\_\_\_\_\_  
Ronnie Jackson, Fire Chief

Poarch Creek Indians Fire Department

Approved as to form and legal  
sufficiency.

By/Title:

Date:

K. L. W. A. C. A.  
12/16/15

9.00  
45  
7.45

STATE OF FLORIDA X  
: STATUTORY WARRANTY DEED  
ESCAMBIA COUNTY X

KNOW ALL MEN BY THESE PRESENTS: That POARCH BAND OF CREEK INDIANS, a federally recognized Indian tribe organized under the laws of the United States, the Grantor, Route 3, Box 243-A, Atmore, Alabama 36502, for and in consideration of the sum of ONE DOLLAR AND OTHER GOOD AND VALUABLE CONSIDERATIONS to it in hand paid by UNITED STATES OF AMERICA, in trust for the Poarch Band of Creek Indians as authorized by Sec. 5 of the act of June 18, 1934 (48 Stat. 985, 25 U.S.C. 465), Route 3, Box 243-A, Atmore, Alabama 36502, the Grantee, the receipt whereof is hereby acknowledged, does bargain, sell, convey and grant unto the said Grantee, its successors in trust and assigns forever, the following described real property situated in Escambia County, Florida, to-wit:

Commence at the Southeast corner of the Northwest Quarter of Section 5, Township 5 North, Range 33 West, Escambia County, Florida; thence go West along the South line of the Northwest Quarter of said Section 5 for a distance of 420 feet; thence run North for a distance of 40 feet to the point of beginning; thence continue North along said line for a distance of 210 feet; thence run West for a distance of 210 feet; thence run South for a distance of 210 feet; thence run East 210 feet to the point of beginning, containing one acre, more or less,

together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, free from all exemptions and rights of homestead.

IN WITNESS WHEREOF the Grantor has caused these presents to be executed this 21st day of November, 1984.

POARCH BAND OF CREEK INDIANS

Signed, sealed and delivered  
in the presence of:

By:

Edith L. Lullis  
Tribal Chairman

Attest:

Eugene Madison  
Secretary

John H. Murray  
Shirley W. Hardy

EXHIBIT

A





## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

**AI-9665**

**County Attorney's Report 13. 2.**

**BCC Regular Meeting**

**Action**

**Meeting Date:** 01/21/2016

**Issue:** Summit Holdings Southeast, et al., v. Escambia County, Case No. 2015 CA 000808

**From:** Charles Peppler, Deputy County Attorney

**Organization:** County Attorney's Office

**CAO Approval:**

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#### **RECOMMENDATION:**

Recommendation Concerning Summit Holdings Southeast Inc d/b/a Summit, as servicing agent for RetailFirst Insurance Company, as subrogee of Helen Gonzalez v. Escambia County, Case No. 2015 CA 000808, Escambia County Circuit Court.

A. That the Board approve a settlement payment of \$13,250.00 to Summit Holdings Southeast Inc. d/b/a Summit, as servicing agent for RetailFirst Insurance Company, as subrogee of Helen Gonzalez in Case No. 2015 CA 000808 in exchange for the execution of a general release and hold harmless agreement and a stipulation for dismissal with prejudice.

B. That the Board authorize the County Attorney's Office to execute a stipulation for dismissal once the general release is executed and delivered to the County Attorney's Office and settlement payment is made.

#### **BACKGROUND:**

On May 15, 2013 Jackie Mathis, an Escambia County employee working as a fuel technician with the Fleet Maintenance Department of Public Works, was proceeding east on Blue Angel Parkway when a minivan operated by Helen Gonzalez stopped abruptly in front of Mr. Mathis' vehicle causing him to strike the rear of the minivan. An Incident Review Board was convened approximately two months later and found that Mr. Mathis was primarily accountable for the accident, with some extenuating circumstances of intentional conduct by Ms. Gonzalez in stopping abruptly in front of Mr. Mathis' vehicle. In any event, a jury would most likely find that Mr. Mathis was at fault as he was the following vehicle.

Ms. Gonzalez was driving the minivan in the course and scope of her employment with the Community Action Program. She claims to have sustained a neck and left shoulder strain related to the motor vehicle accident. Her employer's worker's compensation carrier, RetailFirst Insurance Company, paid worker's compensation benefits for medical

treatment together with a washout settlement which totaled \$16,573.48. RetailFirst worker's compensation was administered by Summit Holdings, which served a proposal for settlement in the sum of \$13,250.00 to recoup worker's compensation benefits paid on behalf of Ms. Gonzalez and caused by the alleged tortious conduct of Mr. Mathis. Because there is some evidence that Mr. Mathis was at fault in causing the accident and because worker's compensation benefits were paid for a work-related injury which would have some semblance of credibility before a jury, it is recommended that the proposal for settlement be accepted and approved by the Board so as to avoid exposure for attorney's fees if a verdict exceeds the proposal by 25%.

**BUDGETARY IMPACT:**

Payment of \$13,250.00 from general reserve fund.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

Deputy County Attorney, Charles V. Pepper will prepare the settlement documents.

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

**IMPLEMENTATION/COORDINATION:**

N/A

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**Attachments**

*No file(s) attached.*

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